



CITY COUNCIL MEETING

May 06, 2025 at 5:00 PM Closed Session 6:00PM Regular Session
Angels Fire House – 1404 Vallecito Road

AGENDA

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 259 054 873 390

Passcode: NRF287

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

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

Phone Conference ID: 253 817 460#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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 Isabel Moncada, Alvin Broglio, Scott Behiel

City Administrator Pamela Caronongan | **City Attorney** Doug White

CLOSED SESSION 5:00PM

1. ROLL CALL

2. ADJOURN TO CLOSED SESSION

A. Personnel - Salary Discussion (Non-Negotiation per Gov't Code Section 54957.6)

Employee Organization: City of Angels Employee Association (Miscellaneous) and City of Angels Employee's Association (Exempt)

6:00 PM REGULAR MEETING

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REPORT OUT OF CLOSED SESSION

A. Personnel - Salary Discussion (Non-Negotiation per Gov't Code Section 54957.6)

Employee Organization: City of Angels Employee Association (Miscellaneous) and City of Angels Employee's Association (Exempt)

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 ITEMS

A. Approve Draft Minutes of April 15, 2025 (Rose Beristianos, City Clerk)

B. Consideration of Resolution 25-19 Declaring the Intention to Continue Assessments for Fiscal Year 2025-26, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing on June 17, 2025, for the Landscaping & Lighting District No. 2 - Greenhorn Creek Assessment (Pamela Caronongan, City Administrator)

9. ACTION ITEMS

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

B. Waive Second Reading, Hold Public Hearing and Consider Adoption of **Ordinance 543** - an Ordinance by the City Council of the City of Angels Adopting a New Chapter 15.30 (Grading, Drainage and Erosion Control) for the Angels Camp Municipal Code (Amy Augustine, City Planner)

C. Introduce, waive the first reading by substitution of the title, and hold a public hearing and set May 20, 2025 to consider Ordinance 544 Updating the City of Angels Municipal Code Chapter 15.20, Floodplain Management and Flood Damage Prevention (Amy Augustine, City Planner)

D. Introduce, waive the first reading by substitution of the title and hold a public hearing and set May 20, 2025, to consider Ordinance 545 amending Angels Municipal Code Section 17.09.120 adding a definition of "large format retail," Revising Angels Camp Municipal Code Section 17.30.030 to allow Large Format Retail in excess of 80,000 square feet as a conditional use in the Shopping Center Commercial (SC) zoning district and amending Section 17.27.020 to allow large format retail establishments as a Conditional Use in the Community Commercial (CC) zoning district—both amendments subject to the same Large Format Retail requirements established in Section 17.30.050 (Amy Augustine, City Planner)

E. Adopt Resolution No. 25-21, thereby adding the Foothill Village Water Supply Project to the Approved Five-Year (5-Year) Water-Wastewater Capital Improvement Project List with the Project Scheduling for the Fiscal Year 2025/2026 (Dave Richard, City Water/Wastewater Engineer)

- F. Adopt Resolution No. 25-22, thereby ratifying the Construction Services Agreement Between the City of Angels and Njirich & Sons, Inc for the Mark Twain Water System Improvement Project and authorizing execution of the Agreement by the City Administrator with an amount not to exceed, \$787,955.00 (Dave Richard, City Water/Wastewater Engineer)
- G. Adopt Resolution No. 25-25, thereby approving the First Amendment to Task Order No. 20 which would increase the budget for Task Order #20 by \$25,423 to fund additional work effort requested by the City for 2024-25 Transportation Funding and City Project Engineering (Aaron Brusatori, City Engineer)
- H. Authorization to Advertise Request for Proposals (RFP) for Grazing Lease of City Owned Property at 2600 South Main Street (Chris O'Flinn, Public Works Superintendent)
- I. Approve Resolution No. 25-20 to Retain Revenue in Excess of Estimates Pursuant to Section 3.5709(E), Measure A Fire Sales Tax Fiscal Year 2024-25 (Michelle Gonzalez, Finance Director)
- J. Discuss and Consider Request from Altaville Cemetery District to Waive Meter Evaluation Fees for the Catholic Cemetery and Protestant Cemetery with a Total Amount of \$600 (Pamela Caronongan, City Administrator)
- K. Approve Maintenance Agreement Between the City of Angels and The California Department of Transportation (CALTRANS) for Radar Feedback Signs on Highway 49 (Pamela Caronongan, City Administrator)
- L. California Uniform Public Construction Cost Accounting Act (Pamela Caronongan, City Administrator and Michelle Gonzalez, Finance Director)

10. INFORMATIONAL ITEMS

11. ADMINISTRATION REPORT

12. COUNCIL REPORT

13. CORRESPONDENCE

- A. California Advanced Services Fund, California Public Utilities Commission

14. CALENDAR

- A. May - December 2025

15. FUTURE AGENDA ITEMS

16. 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.



CITY COUNCIL MEETING

April 15, 2025 at 6:00 AM

Angels Fire House – 1404 Vallecito Road

DRAFT MINUTES

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 259 054 873 390

Passcode: NRF287

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

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

Phone Conference ID: 253 817 460#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Learn More | Meeting options 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 **(PRESENT)** | Vice Mayor Caroline Schirato **(PRESENT)**

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

City Administrator Pamela Caronongan **(PRESENT)** | City Attorney **(PRESENT ONLINE)**

5:00 PM CLOSED SESSION

1. **ROLL CALL** – as noted above

2. **ADJOURN TO CLOSED SESSION**

- A. Conference regarding Real Property Negotiation pursuant to Government Code Section 54956.8. City Designated Representative: Pamela Caronongan, City Administrator
Negotiating Party: Ayesha Williamson, Executive Director, Sierra Hope Property
APNs: 060-001-008. 060-001-012

6:00 PM REGULAR MEETING

3. **ROLL CALL** – as noted above

4. **PLEDGE OF ALLEGIANCE**

Mayor Chimento led the Pledge of Allegiance

5. **REPORT OUT OF CLOSED SESSION**

- A. Conference regarding Real Property Negotiation pursuant to Government Code Section 54956.8. City Designated Representative: Pamela Caronongan, City Administrator
Negotiating Party: Ayesha Williamson, Executive Director, Sierra Hope Property
APNs: 060-001-008. 060-001-012

City Council gave direction to staff.

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

Motion made by Council member Behiel, seconded by Council member Broglio. Motion passed to approve the agenda by roll call vote.

AYES: Mayor Chimento, Vice Mayor Schirato, Council Members Moncada, Broglio, and Behiel

NOES: None

ABSENT: None

ABSTAIN: None

7. **PUBLIC COMMENT**

- A. Jesse Fowler - Calaveras County Agricultural Commissioner, Director of Weights and Measures - would be providing a Public Service Announcement (PSA) regarding unsolicited shipments of seed packets from China that have shown up in mailboxes in locations all over the United States, including Calaveras County. Although suspected as a “brushing scam” to allow the seller to leave positive feedback on their own products, the seeds could be invasive and/or harmful to plants and livestock.

Three (3) public comments received, including comments coming from Commissioner Fowler.

8. **CONSENT ITEMS**

- A. Approve Draft Minutes of April 1, 2025, Rose Beristianos, City Clerk
B. AP Checks and Treasurer Report March, Michelle Gonzalez, Finance Director
C. City of Angels Housing Element Annual Report (APR) for 2024

Vice Mayor Schirato pulled Item A.

Motion made to approve Items B and C by Council Member Behiel, seconded by Council Member Broglio. Motion passed to approve by a roll call vote.

AYES: Mayor Chimento, Vice Mayor Schirato, Council Members, Moncada, Broglio and Behiel
NOES: None
ABSENT: None
ABSTAIN: None

City Council discussed Item A. Vice Mayor Schirato noted that she was absent during the April 1, 2025 regular City Council meeting.

Motion made to approve item A by Council Member Behiel, seconded by Council Member Broglio. Motion passed to approve by a roll call vote.

AYES: Mayor Chimento, Council Members, Moncada, Broglio and Behiel
NOES: None
ABSENT: None
ABSTAIN: Vice Mayor Schirato

9. ACTION ITEMS

A. Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update and establish a firm park opening date, Amy Augustine, City Planner

City Planner Augustine provided an update.

Three (3) public comments were received.

B. Waive the First Reading by Substitution of the Title and Introduce Ordinance No. 543 - An Ordinance for the City of Angels Approving a New Chapter 15.30 (GRADING, DRAINAGE AND EROSION CONTROL) for the City of Angels Municipal Code and Adopting Resolution No. 25-18, Approving the Update of the City's Design Standards to Add a New Chapter 19 with Standards for Implementing the Grading, Drainage, and Erosion Control Provisions, Amy Augustine, City Planner

City Planner Augustine provided the report to City Council and responded to inquiries and requests for clarification from the City Council.

One (1) public comment received

Motion made to approve Resolution No. 25-18 and waive the first reading for Ordinance No. 543 by Council Member Broglio, seconded by Council Member Moncada. Motion passed to approve by roll call vote.

AYES: Mayor Chimento, Vice Mayor Schirato, Council Members Moncada and Broglio
NOES: Council Member Behiel
ABSENT: None
ABSTAIN: None

C. Approve proposed changes to Capital Asset Policy, Michelle Gonzalez, Finance Director

Finance Director Gonzalez provided the report to City Council and responded to inquiries and requests for clarification from the City Council.

**Motion made to approve by Council Member Behiel, seconded by Vice Mayor Schirato.
Motion passed to approve by roll call vote.**

AYES: Mayor Chimento, Vice Mayor Schirato, Council Member Moncada, Broglio and Behiel
NOES: None
ABSENT: None
ABSTAIN: None

10. INFORMATIONAL ITEMS

A. FirewiseUSA information

City of Angels Camp Fire Chief Rohrbaugh presented information on Firewise to City Council. Fire Chief Rohrbaugh and Deputy Fire Chief John Parks from Altaville Melones Fire District responded to inquiries and requests for clarification from City Council.

11. ADMINISTRATION REPORT

A. March Monthly Report

City Administrator Pamela Caronongan presented the March Monthly Report to City Council.

12. COUNCIL REPORT

All members of the City Council provided respective reports.

13. CORRESPONDENCE

None

14. CALENDAR

City Clerk Beristianos reviewed the calendar with City Council.

15. FUTURE AGENDA ITEMS

The City Council discussed the following items to be added to the list:

1. Parking signage, specifically RVs parked along the road at Downtown Main Street and taking more space. Revisiting Parking Ordinance regarding this issue.
2. City electing to participate in the State's Uniform Cost Accounting Procedures (CUPCCAA).
3. Gardiner and Murphys Grade Road parking, especially during games.
4. Banners – if it needs to be revisited first with the Planning Commission, start with this route.
5. Upgrading crosswalks.

16. ADJOURNMENT

Motion made by Council Member Broglio, seconded by Council Member Behiel. Motion passed by roll call vote.

AYES: Mayor Chimento, Vice Mayor Schirato, Council Members Moncada, Broglio, and Behiel

NOES: None

ABSENT: None

ABSTAIN: None

Michael S. Chimento, Mayor

Rose Beristianos, 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: May 6, 2025

TO: City Council

FROM: Pam Caronongan, City Administrator

RE: Consideration of Resolution No. 25-19 Declaring the Intention to Continue Assessments for Fiscal Year 2025-26, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing on June 17, 2025, for the Landscaping & Lighting District No. 2 - Greenhorn Creek Assessment.

RECOMMENDATION

Staff is recommending that the City Council approve Resolution No. 25-19 declaring the intention to continue assessments for fiscal year 2025-26, preliminarily approving the Engineer's Report, and providing for notice of Hearing on June 17, 2025, for the Landscaping & Lighting District No. 2 - Greenhorn Creek Assessment

BACKGROUND

The City of Angels Landscaping and Lighting District No. 2 – Greenhorn Creek (District) was approved by property owners in an assessment ballot proceeding and formed by the City Council on August 8, 2022, through the Landscape and Lighting District Act of 1972 (Act). The District, which repealed and replaced the existing Landscaping and Lighting District No. 1, was created to fund enhanced maintenance of landscaping, lighting, cultural and wildlife areas, local infrastructure, environmental mitigation services, and related improvements within the Greenhorn Creek development. Every year an Engineer's Report is prepared to establish the budget for the improvements listed in the report.

DISCUSSION

The Act requires an annual Engineer's Report to be prepared by a licensed professional engineer. Since 2013, the LLD Engineer's Report has been prepared by SCI Consulting Group from Fairfield, California. On March 18, 2025, the City Council approved Resolution 25-17 directing SCI to prepare the Engineer's Report, which is the first step in a three-step process required by the Act to continue the annual assessments for FY 2025-26.

This Engineer's Report, which includes the proposed budget for the assessments for Fiscal Year 2025-26 and the updated proposed assessments for each parcel in the District, was completed and filed with the City on April 14, 2025. The authorized maximum assessment rate for the District includes an annual





CITY HALL

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

increase based on the year-over-year change in the Northern California area (San Francisco-Oakland-Hayward) Consumer Price Index – All Urban Consumers (CPI-U), as of each December. From December 2023 to December 2024, the CPI-U increased by 2.38%. Accordingly, the maximum authorized assessment rate for Fiscal Year 2025-26 has been adjusted upward by 2.38%, from \$699.58 to \$716.22 per Single Family Equivalent (SFE) unit.

Although the District is authorized to increase the assessment rate annually in line with inflation—and despite the continued rise in material and labor costs, the LLD Committee has successfully completed significant restoration work while maintaining the previous \$650 annual assessment. As a result of prudent financial management and project execution, the Committee is recommending a decrease in the annual assessment rate. The Engineer’s Report proposes an assessment rate of \$595.00 per SFE unit for Fiscal Year 2025-26, well below the maximum authorized rate. At this proposed rate, the total revenue generated by the assessments would be approximately \$317,285.

Approval of Resolution No. 25-19 will declare the Councils intention to continue to levy the assessments for fiscal year 2025-26, preliminarily approve the Engineer’s Report, including the proposed rates included in the Engineer’s Report, and set the Public Hearing date for June 17, 2025. The City will cause a Notice to be published in a local newspaper in order to notify the public of the hearing that will be held on June 17, 2025, for the continued levy of the assessments.

FINANCIAL IMPACT

The expected costs of preparing the Engineer’s Report by SCI Consulting Group are included in the 2025-26 budget from the Assessment District fund, a non-General Fund source. Therefore, there is no fiscal impact attributable to the approval of this item.

ATTACHMENTS

1. Resolution No. 25-19
2. Landscaping & Lighting District No. 2 - Greenhorn Creek Preliminary Engineer’s Report



**RESOLUTION NO. 25-19
OF THE**

**CITY COUNCIL OF THE CITY OF ANGELS, COUNTY OF CALAVERAS, STATE OF
CALIFORNIA, APPROVING THE PRELIMINARY ENGINEERS REPORT,
DECLARING ITS INTENTION TO CONTINUE ASSESSMENTS FOR FY 2025-
26 FOR THE LANDSCAPING AND LIGHTING DISTRICT NO. 1 –
GREENHORN CREEK AND NOTICE OF PUBLIC HEARING**

WHEREAS, on August 2, 2022, after receiving a weighted majority of 84.62% of returned ballots in support of the proposed assessment, this Council by its Resolution No. 22-41 ordered the formation of and levied the first assessment of the “The Landscape and Lighting District No. 2 – Greenhorn Creek” (the "District"), pursuant to the provisions of Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, by Resolution No. 25-17 the City Council of the City of Angels adopted its Resolution Initiating Proceedings for the preparation and filing of the annual Engineer's Report for Fiscal Year 2025-26, commencing on July 1, 2025 and ending June 30, 2026, pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, pursuant to Resolution No. 25-17, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with Sections 22565, et seq., of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, the Annual Engineer's Report has been filed as directed with the City Council, pursuant to the Landscaping and Lighting Act of 1972 for the above-identified Landscaping and Lighting Assessment District, all of which are located within the boundaries of the City of Angels and are more specifically described in the Engineer's Reports on file;

WHEREAS, the improvements to be paid for by the funds collected during Fiscal Year 2025-26 generally consist of maintenance of the existing improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF ANGELS AS FOLLOWS:**

SECTION 1: The City Council hereby approves, as submitted, the preliminary Engineer's Report filed with this City Council for the Landscaping and Lighting District No. 2 – Greenhorn Creek for Fiscal Year 2025-26.

SECTION 2: The City Council intends to continue to levy and collect assessments during Fiscal Year 2025-26 within the Landscaping and Lighting Assessment District, to pay for and maintain the improvements.

SECTION 3: The authorized maximum assessment rate for the District includes an annual increase by an amount equal to the annual change in the Northern California area (San Francisco-Oakland-Hayward) Consumer Price Index-All Urban Consumers (the “CPI”), as of December of each succeeding year. Based on the preceding annual adjustments, the maximum assessment rate for Fiscal Year 2024-25 per Single Family Equivalent unit (SFE) was \$699.58. The annual change in the CPI from December 2023 to December 2024 was 2.38%. Therefore, the maximum authorized assessment rate for Fiscal Year 2025-26 has increased by 2.38%, from \$699.58 to \$716.22 per SFE. The levy rate proposed for fiscal year 2025-26 is \$595.00 and is below the maximum levy rate.

SECTION 4: Affected property owners and interested persons may review the Engineer's Report, which contain a full and detailed description of the boundaries of the Landscaping and Lighting Assessment District identified in number 1 above, the improvements, and the proposed maintenance budget and assessments upon each parcel, at the City of Angels City Hall located at 584 S. Main St., Angels Camp, CA 95222 between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

SECTION 5: The City Council has scheduled a public hearing on the proposed assessments for June 17, 2025 at 6:00 p.m., at the Angels Camp Firehouse, located at 1404 Vallecito Rd Angels Camp, CA 95222, after which it will determine whether to continue and collect the proposed assessments and the amount of the assessments. Notice of the hearing shall be given by publishing a notice once, at least ten (10) days prior to June 17, 2025, in a newspaper circulated in the City of Angels Camp.

SECTION 6: Prior to the conclusion of the Hearing, any interested person may file a written protest with the Council, or having previously filed a protest, may file a written withdrawal of that objection. A written objection shall state all grounds of objection. An objection by a property owner shall contain a description sufficient to identify the property owned by such owner. Such protest or withdrawal of objection should be mailed to the City Clerk, City of Angels Camp, 584 S. Main St., Angels Camp, CA 95222, or presented in writing at the Hearing.

SECTION 7: This Resolution is effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Angels, State of California this 6th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Michael S. Chimente, Mayor

Rose Beristianos, City Clerk

Fiscal Year 2025-26

ENGINEER'S REPORT

City of Angels Camp

Landscaping and Lighting Assessment District No. 2

Greenhorn Creek

May 2025

Preliminary Report

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

Engineer of Work:



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

City of Angels

City Council

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

City Staff

Pam Caronongan, City Administrator
Michelle Gonzalez, Finance Director

City Attorney

Douglas L. White

Engineer of Work

John Bliss, P.E., SCI Consulting Group

Table of Contents

Introduction	1
History and Overview	1
Engineer’s Report and Continuation of Assessments	2
Legislative Analysis	3
Plans & Specifications	5
Maintenance and Improvements	6
Summary of Completed Maintenance and Improvement Projects	11
Fiscal Year 2025-26 Estimate of Cost and Budget.....	16
Budget for Fiscal Year 2025-26.....	16
Method of Assessment Apportionment	18
Method of Apportionment.....	18
Discussion of Benefit	18
Special Benefit	20
General Versus Special Benefit.....	21
Quantification of General Benefit Contribution from Other Sources	25
Zones of Benefit	26
Method of Assessment.....	27
Assessment Apportionment.....	28
Annual Cost Indexing.....	32
Duration of Assessment	32
Appeals of Assessments Levied to Property	33
Assessment Funds Must Be Expended within the District	33
Oversight, Annual Review, and Accountability	33
Citizens’ Oversight Committee.....	34
Assessment	35
Assessment Diagram	37
Assessment Roll, FY 2025-26	39

List of Tables

Table 1 – Formal Landscaping Planter 7

Table 2 – Formal Landscaping Lawn 8

Table 3 – Weed Control 8

Table 4 – Protected Cultural Resource Areas 9

Table 5 – Trail Maintenance 9

Table 6 – Trail Bridge Maintenance 9

Table 7 – Defensible Space Clearing (Annual) 10

Table 8 – Wetland Exclusionary Fencing and Signage 11

Table 9 – FY 2025-26 Estimate of Costs 16

Table 10 – Residential Property Types..... 29

Table 11 – Commercial/Industrial Benefit Assessment Factors 30

Table 12 – Budget Summary 35

List of Figures

Figure 1 – 404 Permit Maintenance and Improvements..... 13

Figure 2 – Non-Permit Maintenance and Improvements..... 14

Figure 3 – Annual Defensible Space Clearing..... 15

Introduction

History and Overview

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

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

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

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

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

Engineer's Report and Continuation of Assessments

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

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

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

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

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

Legislative Analysis

Proposition 218

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Current Law

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

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

Plans & Specifications

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

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

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

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

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

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

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

Maintenance and Improvements

Sidewalk and Drainage Facilities

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

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

Lighting and Signage

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

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

Formal Landscape Areas

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

Table 1 – Formal Landscaping Planter

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

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

Table 2 – Formal Landscaping Lawn

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

Table 3 – Weed Control

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

Protected Cultural Resource Area (PCR)

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

Table 4 – Protected Cultural Resource Areas

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

Protected Wildlife Corridor

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

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

Table 5 – Trail Maintenance

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

Table 6 – Trail Bridge Maintenance

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

Table 7 – Defensible Space Clearing (Annual)

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

Ponds, Water Features, and Former Wetlands

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

There are three types of wetlands throughout the development:

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

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

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

Table 8 – Wetland Exclusionary Fencing and Signage

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

Replacements

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

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

Summary of Completed Maintenance and Improvement Projects

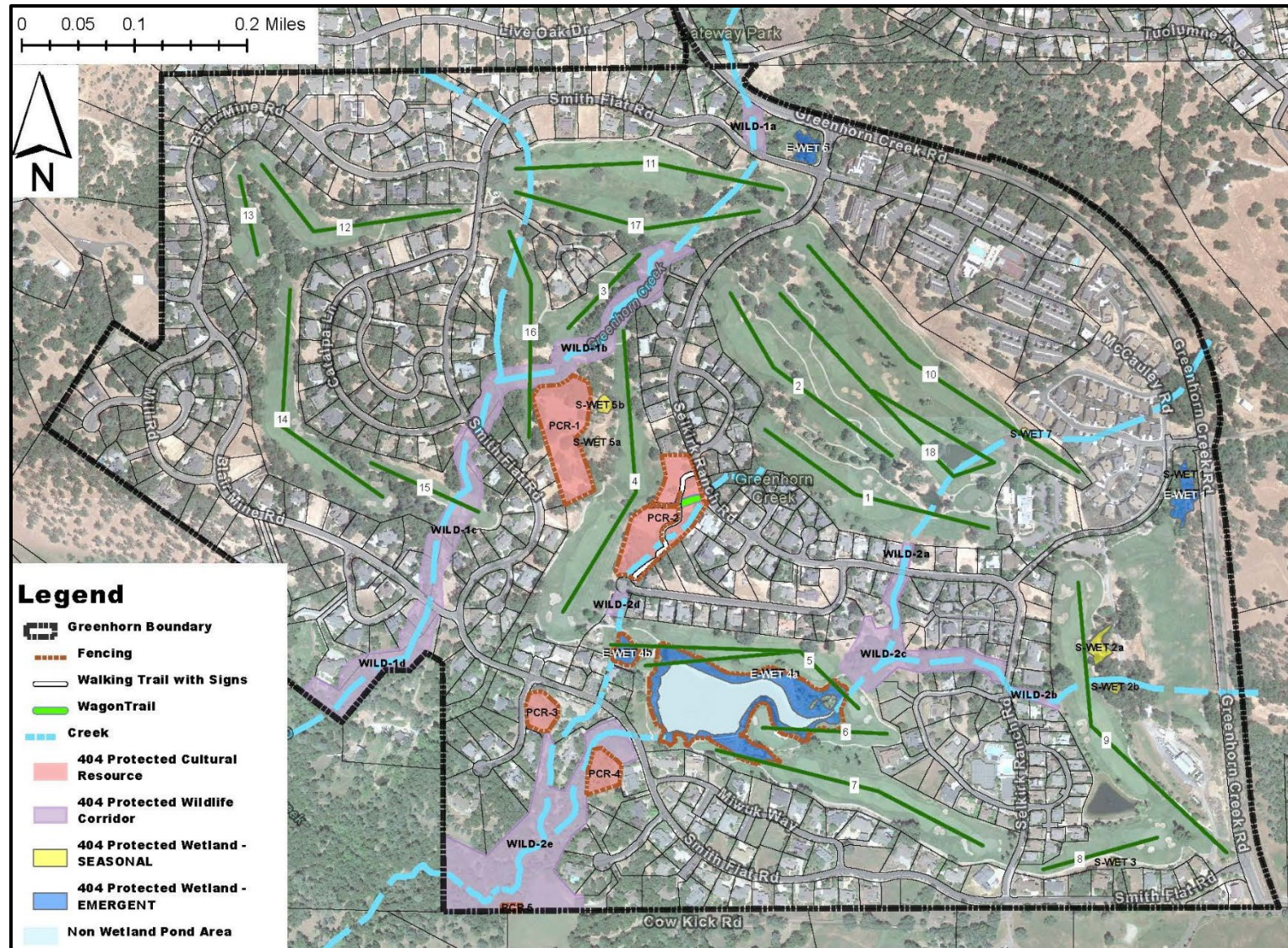
The Greenhorn Creek Landscaping and Lighting District No. 2 Oversight Committee has played a critical role in overseeing the delivery of maintenance and improvement services within the District. Since the formation of the new assessment district, the Committee has ensured that deferred maintenance items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

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

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

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

Figure 1 – 404 Permit Maintenance and Improvements



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

Figure 2 – Non-Permit Maintenance and Improvements

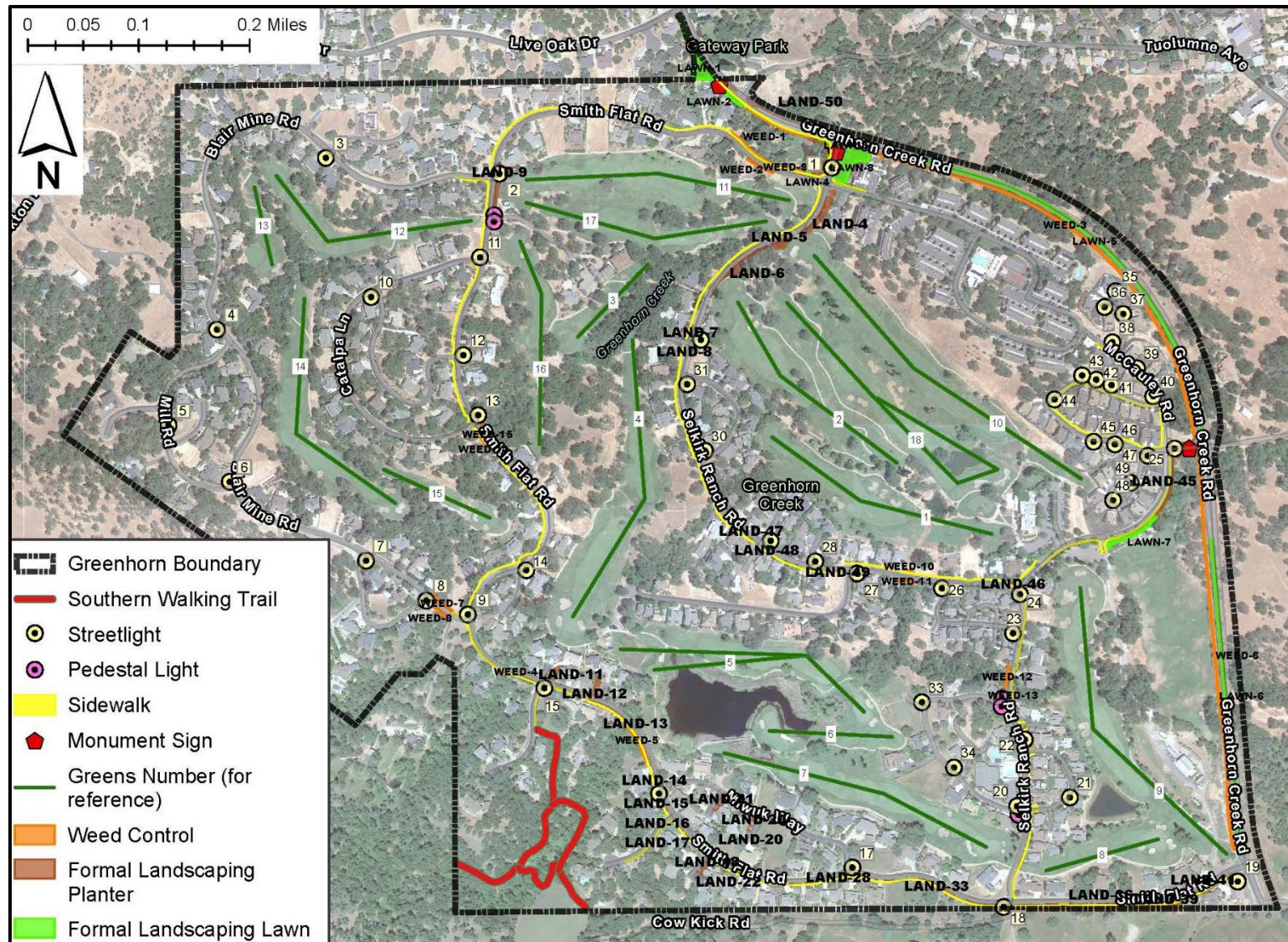


Figure 3 – Annual Defensible Space Clearing



Fiscal Year 2025-26 Estimate of Cost and Budget

Budget for Fiscal Year 2025-26

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

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

Table 9 – FY 2025-26 Estimate of Costs

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

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

Method of Assessment Apportionment

Method of Apportionment

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

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

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

Discussion of Benefit

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

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

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

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

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

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

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

- Proximity
- Expanded or improved access
- Views

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

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

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

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

Special Benefit

SCI assessment engineers have identified the following special benefits:

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

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

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

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

Improved Views within the Assessment District

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

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

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

Improved Nighttime Visibility and Safety from Streetlights

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

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

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

General Versus Special Benefit

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

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

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

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

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

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
--------------------------	----------	----------------------------	----------	----------------------------

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

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

General Benefit	=	Benefit to real property outside of improvement district	+	Benefit to real property inside of improvement district	+	Benefit to public at large
----------------------------	----------	---	----------	--	----------	---

Benefit to Property Outside the District

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

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

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

Assumptions:

43 parcels outside and adjacent to the District

526 parcels in the Assessment District

Calculation

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

Benefit to Property within the Assessment District

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

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

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

Benefit to the Public at Large

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

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

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

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

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

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

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

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

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

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

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

Total General Benefits

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

General Benefit =

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

Quantification of General Benefit Contribution from Other Sources

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

General Benefit Contribution from Greenhorn Golf Course

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

General Benefit Contribution from Original Development of the Improvements

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

General Benefit contribution for non-assessment sources =

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

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

Zones of Benefit

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

The SVTA vs. SCCOSA decision indicates:

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

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

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

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

Method of Assessment

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

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

Assessment Apportionment

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

Residential Properties

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

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

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

Table 10 – Residential Property Types

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

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

Commercial Properties

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

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

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

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

Table 11 – Commercial/Industrial Benefit Assessment Factors

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

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

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

Vacant/Undeveloped Properties

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

Other Property Types

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

Golf Course Fairways and Greens

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

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

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

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

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

The special benefit is calculated as such:

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

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

Fitness, Tennis, Basketball, Pool, etc.

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

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

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

The special benefit is calculated as such:

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

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

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

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

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

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

The special benefit is calculated as such:

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

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

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

Annual Cost Indexing

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

Duration of Assessment

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

Appeals of Assessments Levied to Property

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

Assessment Funds Must Be Expended within the District

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

Oversight, Annual Review, and Accountability

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

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

Citizens' Oversight Committee

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

Assessment

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

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

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

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

Table 12 – Budget Summary

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

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

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

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

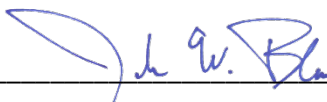
The assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

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

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

Dated: April 28, 2025





 Engineer of Work

By John W. Bliss, License No. C052091

Assessment Diagram

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

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ANGELS, COUNTY OF CALAVERAS, CALIFORNIA, THIS _____ DAY OF _____, 2025.

CITY CLERK

RECORDED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ANGELS COUNTY OF CALAVERAS, CALIFORNIA, THIS _____ DAY OF _____, 2025.

CITY CLERK

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE CITY COUNCIL OF THE CITY OF ANGELS ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2025 FOR FISCAL YEAR 2025-26, AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF CALAVERAS ON THE _____ DAY OF _____, 2025. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

CITY CLERK

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF CALAVERAS STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF ANGELS CITY COUNCIL.

COUNTY AUDITOR, COUNTY OF CALAVERAS

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.



CITY OF ANGELS CAMP LANDSCAPING AND LIGHTING DISTRICT NO. 2 - GREENHORN CREEK ASSESSMENT DIAGRAM

SCIConsultingGroup

Assessment Roll, FY 2025-26

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

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

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

Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt
058037001000	\$595.00	058049006000	\$595.00	058062018000	\$89.25	058076008000	\$595.00	058083011000	\$595.00								
058037002000	\$595.00	058049007000	\$595.00	058062019000	\$595.00	058076009000	\$595.00	058083012000	\$595.00								
058037003000	\$595.00	058049008000	\$595.00	058062020000	\$89.25	058076010000	\$595.00	058083013000	\$595.00								
058037009000	\$595.00	058049009000	\$595.00	058062025000	\$595.00	058076011000	\$595.00	058083014000	\$89.25								
058037009000	\$595.00	058049010000	\$595.00	058062026000	\$595.00	058076012000	\$595.00	058083015000	\$595.00								
058037010000	\$595.00	058049011000	\$595.00	058062030000	\$595.00	058076013000	\$595.00	058084001000	\$595.00								
058037011000	\$89.25	058049014000	1190.00	058063001000	\$595.00	058076014000	\$595.00	058084002000	\$595.00								
058037012000	\$595.00	058049015000	\$595.00	058063002000	\$595.00	058076015000	\$595.00	058084003000	\$595.00								
058037013000	\$89.25	058050001000	\$89.25	058063003000	\$595.00	058076016000	\$89.25	058084004000	\$595.00								
058037014000	\$595.00	058050002000	\$595.00	058063004000	\$595.00	058076017000	\$595.00	058084005000	\$595.00								
058038001000	\$595.00	058050003000	\$595.00	058063005000	\$89.25	058076018000	\$89.25	058084006000	\$595.00								
058038002000	\$595.00	058050004000	\$89.25	058063006000	\$595.00	058076019000	\$595.00	058084007000	\$595.00								
058038003000	\$595.00	058050007000	\$595.00	058063007000	\$595.00	058076020000	\$89.25	058084008000	\$595.00								
058038004000	\$595.00	058050008000	\$595.00	058063008000	\$595.00	058076021000	\$595.00	058084009000	\$595.00								
058038005000	\$595.00	058051001000	\$595.00	058063009000	\$595.00	058076024000	\$595.00	058084010000	\$595.00								
058038006000	\$595.00	058051002000	\$595.00	058063010000	\$595.00	058076025000	\$89.25	058084011000	\$595.00								
058038007000	\$595.00	058051003000	\$89.25	058063011000	\$89.25	058076026000	\$89.25	058084012000	\$595.00								
058038008000	\$595.00	058051004000	\$595.00	058063012000	\$595.00	058076027000	\$595.00	058084013000	\$595.00								
058038009000	\$595.00	058051005000	\$595.00	058063013000	\$595.00	058076029000	\$595.00	058084014000	\$595.00								
058038010000	\$595.00	058051006000	\$595.00	058063014000	\$595.00	058077001000	\$89.25	058085001000	\$595.00								
058038011000	\$595.00	058051007000	\$595.00	058063015000	\$595.00	058077004000	\$595.00	058085002000	\$595.00								
058038014000	\$595.00	058052001000	\$595.00	058063016000	\$595.00	058077005000	\$595.00	058085003000	\$595.00								
058038015000	\$595.00	058052002000	\$89.25	058063017000	\$595.00	058077006000	\$89.25	058085004000	\$595.00								
058039001000	\$89.25	058052003000	\$595.00	058063018000	\$595.00	058077007000	\$89.25	058085005000	\$595.00								
058039002000	\$595.00	058052004000	\$595.00	058063019000	\$595.00	058077008000	\$89.25	058085007000	\$595.00								
058039003000	\$595.00	058052005000	\$595.00	058063020000	\$89.25	058077009000	\$89.25	058085008000	\$595.00								
058039004000	\$595.00	058052006000	\$595.00	058063021000	\$89.25	058077010000	\$595.00	058085009000	\$595.00								
058039005000	\$595.00	058052007000	\$89.25	058063022000	\$595.00	058077011000	\$595.00	058085010000	\$595.00								
058039009000	\$595.00	058052008000	\$89.25	058063023000	\$89.25	058077012000	\$595.00	058085011000	\$595.00								
058039010000	\$595.00	058052009000	\$595.00	058063026000	\$595.00	058077013000	\$89.25	058085012000	\$595.00								
058039011000	\$595.00	058052010000	\$595.00	058063027000	\$595.00	058077015000	\$595.00	058086001000	\$595.00								
058039012000	\$595.00	058052013000	\$89.25	058063029000	\$595.00	058078001000	\$595.00	058086002000	\$595.00								
058040001000	\$595.00	058053001000	\$595.00	058064001000	\$595.00	058078002000	\$595.00	058086003000	\$595.00								
058040002000	\$89.25	058053002000	\$89.25	058064002000	\$595.00	058078003000	\$595.00	058086004000	\$595.00								
058040003000	\$595.00	058053003000	\$595.00	058064003000	\$595.00	058078004000	\$89.25	058086005000	\$595.00								
058040004000	\$595.00	058053004000	\$595.00	058064004000	\$595.00	058078005000	\$595.00	058086006000	\$595.00								
058040005000	\$595.00	058053005000	\$595.00	058064005000	\$89.25	058078006000	\$89.25	058086007000	\$595.00								
058040006000	1190.00	058053006000	\$89.25	058064006000	\$595.00	058078007000	\$595.00	058086009000	\$595.00								
058040007000	\$595.00	058054001000	\$595.00	058064007000	\$595.00	058078008000	\$89.25	058086010000	\$595.00								
058040008000	\$595.00	058054002000	\$595.00	058064008000	\$595.00	058078009000	\$595.00	058086011000	\$595.00								
058040009000	\$595.00	058054003000	\$595.00	058064009000	\$595.00	058078010000	\$595.00	058086012000	\$595.00								
058040010000	\$595.00	058054004000	\$595.00	058064010000	\$595.00	058078013000	\$89.25	058086013000	\$595.00								
058040011000	\$595.00	058054005000	\$595.00	058064011000	\$89.25	058079004000	\$89.25	058086014000	\$595.00								
058040012000	\$595.00	058054006000	\$595.00	058064014000	\$595.00	058079005000	\$595.00	058086015000	\$595.00								
058040013000	\$595.00	058054007000	\$595.00	058064015000	\$89.25	058079006000	\$89.25	058086016000	\$595.00								
058040014000	\$89.25	058055001000	\$595.00	058064016000	\$595.00	058079007000	\$595.00	058087001000	\$595.00								
058040015000	\$595.00	058055002000	\$89.25	058065001000	\$595.00	058079008000	\$595.00	058087002000	\$595.00								
058040016000	\$595.00	058055003000	\$595.00	058065002000	\$595.00	058079009000	\$595.00	058087003000	\$595.00								
058040017000	\$595.00	058055004000	\$595.00	058065004000	\$89.25	058079010000	\$595.00	058087004000	\$595.00								
058040018000	\$595.00	058055005000	\$595.00	058065005000	\$595.00	058079011000	\$595.00	058087006000	\$595.00								
058040019000	\$595.00	058055006000	\$595.00	058065006000	\$89.25	058079012000	\$595.00	058087006000	\$595.00								
058041004000	\$595.00	058055007000	\$595.00	058065007000	\$595.00	058079014000	\$595.00	058087007000	\$595.00								
058041008000	\$595.00	058055008000	\$595.00	058065008000	\$595.00	058080001000	\$595.00	058087008000	\$595.00								
058041011000	\$595.00	058055009000	\$595.00	058065009000	\$595.00	058080002000	\$89.25	058087009000	\$595.00								
058041012000	\$89.25	058055010000	\$595.00	058065010000	\$595.00	058080003000	\$595.00	058087010000	\$595.00								
058041013000	\$89.25	058056001000	\$89.25	058065011000	\$595.00	058080004000	\$89.25	058087011000	\$595.00								
058041014000	\$595.00	058056002000	\$595.00	058065012000	\$89.25	058080005000	\$89.25	058087012000	\$595.00								
058041015000	\$595.00	058056003000	\$595.00	058065013000	\$595.00	058080006000	\$89.25	058087013000	\$595.00								
058041016000	\$595.00	058056004000	\$595.00	058065014000	\$595.00	058080009000	\$595.00	058087014000	\$595.00								
058041017000	\$595.00	058056005000	\$595.00	058065015000	\$595.00	058080012000	\$89.25	058087015000	\$595.00								
058041018000	\$595.00	058056006000	\$595.00	058071001000	1689.80	058080013000	\$595.00										
058041019000	\$595.00	058056007000	\$89.25	058071002000	1761.20	058080014000	\$595.00										
058041020000	\$595.00	058056008000	\$89.25	058071003000	2641.80	058080015000	\$89.25										
058041021000	\$595.00	058057001000	\$595.00	058071004000	2641.80	058080016000	\$595.00										
058041022000	\$595.00	058057002000	\$595.00	058071005000	2641.80	058080019000	\$536.50										
058041023000	\$595.00	058057003000	\$595.00	058071006000	2641.80	058080020000	\$595.00										
058041024000	\$595.00	058057004000	\$595.00	058071007000	1761.20	058080023000	\$595.00										
058041026000	\$595.00	058057005000	\$595.00	058071008000	2641.80	058080024000	\$89.25										
058041027000	\$595.00	058057006000	\$595.00	058071009000	\$297.50	058080025000	\$89.25										
058041028000	\$595.00	058057009000	\$595.00	058071010000	3522.40	058080026000	\$89.25		</								



MEMORANDUM

City of Angels City Council

Date: May 6, 2025

To: City of Angels City Council

From: Amy Augustine, AICP – City Planner

Re: **WAIVE SECOND READING, HOLD PUBLIC HEARING AND CONSIDER APPROVAL OF ORDINANCE 543 FOR A NEW CHAPTER 15.30 (GRADING, DRAINAGE AND EROSION CONTROL) FOR THE ANGELS MUNICIPAL CODE**

Recommendation:

Re-Introduce, waive second reading, hold a public hearing, consider approval of Ordinance 543 approving a new Chapter 15.30 (grading, drainage and erosion control) for the Angels Municipal Code.

The City Council may adopt the code revisions and guidelines with changes, or as presented (See recommended revision in the following)

Background:

On April 15, 2025, the City Council approved Resolution 25-18, on a vote of 4-1, adopting an update to the City’s Design Standards adding a new Chapter 19 with standards for implementing the grading, drainage, and erosion control provisions. At that meeting, Council also set May 6, 2025, for a second reading and consideration of adopting Ordinance 543.

During discussions, questions were raised related to the 50 cubic yard exemption for a grading permit when the project involves a single-family residence on an existing lot. It was suggested that the County has an adopted standard of 200 cubic yards for a single-family residence. Staff checked with the Calaveras County Public Works Director on April 16, 2025, and was informed that the County uses a 50-cubic yard threshold. Staff checked the Calaveras County Municipal Code and confirmed that Section 15.05.080 of the code establishes a 50 cubic yard threshold as follows:

Section 15.05.080 Grading Permit Exemptions.

Except as provided otherwise in this Chapter, a grading permit is not required for the following exempted activities:

A. Grading that meets any one of the following criteria:

- 1. The total volume of material is less than 50 cubic yards; or,*
- 2. Fills that include less than one acre of land area, are less than one foot in depth, and are placed on natural terrain with a slope flatter than one unit vertical for every five units horizontal; or,*
- 3. Cuts that include less than one acre of land area, extend to less than two feet below ground surface, and do not result in the off-site disposal of more than 50 cubic yards of material.*

Staff further discussed the item with the City Engineer. **The 50 cubic yard threshold is a standard established in the California Building Code.** Based on the preceding, the City Engineer and City Planner recommend retaining the 50 cubic yard threshold. However, the following clarification is proposed to address issues that may be associated with an added cost of requiring a grading permit for a single-family residence and for consistency with general practice in most jurisdictions.

Where a building permit is issued for a single-family residence on a pre-existing residential parcel and construction will result in moving a total volume of material greater than 50 cubic yards, grading will be addressed as part of the building permit and a separate grading permit will not be required.

The City of Angels City Council approved Resolution 20-46 on November 17, 2020, adopting the City of Angels Camp hazard mitigation projects for the 2021 Calaveras County Operational Area Multi-Jurisdictional Hazard Mitigation Plan). Mitigation Projects included:

MU-6: Update Local Mitigation, Disaster Recovery, and All Hazards Planning Codes. Update or prepare and adopt in the City Codes:

- Fire Safety Standards,
- Flood Hazard Prevention;
- Grading, Drainage and Erosion Control Standards; and
- Post Disaster Recover Standards.

Funding was secured through the California Governor’s Office of Emergency Services (CAL OES) Hazard Mitigation Grant Program to prepare the codes. Interwest was hired through a Request for Proposals to prepare the code amendments in consultation with the All Hazards Planning Codes Steering Committee composed of:

City Council Member	City Engineer
Planning Commission Member	City Planner
Fire Chief	Public Works
Fire Marshal	City Administrator
Police Chief	

Public workshops were held on December 12, 2024, and January 16, 2025, to gather public input.

A staff presentation summarizing the program was provided to the Planning Commission at its November 14, 2024, meeting and to the City of Angels City Council at its November 19, 2024, meeting.

The Grading, Drainage and Erosion Control Ordinance and Grading, Drainage and Erosion Control Standards presented here are the results of those efforts.

A summary of Ordinance highlights includes, but are not limited to:

15.30.070 Anticipatory Grading - Grading in anticipation of new or expanded construction or development requiring a building or planning permit is prohibited.

15.30.080 (Exemptions). A Grading permit is NOT REQUIRED for:

- Less than 50 cubic yards;
- Fills that include less than one acre of land area, less than one foot in depth, natural terrain with a slope flatter than 1 vertical:5 horizontal (20%)
- Cuts that include less than one acre of land area, less than two feet below ground surface, no more than 50 cubic yards of material disposed of off-site
- Geotechnical, geological, or soil investigations

15.30.090 Grading Permits are not required for:

- Maintenance of existing firebreaks, driveways, and roadways with no significant grade or drainage changes
- Trenching and grading incidental to the siting, construction or installation of City-approved underground utilities
- Permitted solid waste disposal facilities, mining, quarrying, processing, and sale of aggregate products
- Cemetery excavations and fills for individual burials.
- Planting and growing row or field crops. Incorporate use of “best management practices”
- Fuel reduction and fire protection measures that do not substantially change the natural contour of the land and disturb less than one acre of soil.
- Emergency work

15.30.070 Grading Permits are generally required:

- If not exempted, or
- Requires engineered design, or
- Will obstruct the flow of water (e.g., dam construction, regardless of size), in a floodplain, or
- Requires a streambed or lakebed alteration agreement under California Fish and Game Code Section 1600 et seq; or
- Requires a United States Army Corps of Engineers permit under Section 10 or Section 404 of the federal Clean Water Act; or
- Is subject to **California Environmental Quality Act (“CEQA”)** review; or
- May:
 - a. Endanger a structure intended for human or animal occupancy, or
 - b. Threaten stability of any public roadway, or
 - c. Adversely impact existing drainage, water, sewer, or other public facilities; or
 - d. Exacerbate existing flood conditions, or
 - e. Divert or modify drainage onto an adjacent parcel

The City of Angels Planning Commission adopted Resolution of Intent 25-03 on March 13, 2025, recommending to the City Council adoption of the Chapter 15.30 of the Angels Municipal Code with the following changes:

Change “Director” to “City Engineer” in the following:

15.30.210 Time Limits on Permits.

- B. If permitted work is not initiated or completed within the time frame specified in *Section 15.04.045-A Time Limits—Renewals--Refunds*, if the grading permit has not been renewed, no further earthwork shall be done until the grading permit is renewed or until a new grading permit is issued. Notwithstanding this prohibition, the ~~Director~~ Engineer may require that specific measures to be immediately implemented to ensure stabilization of the site.

15.30.240 Corrective Work.

- A. If any existing excavation or embankment or fill on public or private property constitutes a hazard to life and limb, threatens public health, safety, or welfare, endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, such excavation, embankment, or fill is hereby declared a public nuisance and the owner of the property on which the excavation, embankment, or fill is located, or other person or agent in control of such property, upon receipt of a written notice from the City, shall, within the period of time specified in the written notice, repair or eliminate such excavation, embankment, or fill as needed to satisfactorily abate the nuisance. Such remedial work shall be subject to the grading permit requirements of this Chapter unless emergency conditions exist, in which case work may be done pursuant to Section 15.30.250 Emergency Work .

Such hazards include the following:

1. Alteration of drainage patterns that has caused, or has the potential to cause, flooding, erosion, or siltation on any downstream property as determined by the ~~Director~~ City Engineer.
2. Grading activities that cause or have the potential to cause erosion, sedimentation or landslides that could affect offsite property, sensitive environmental resources or public safety as determined by the ~~Director~~ City Engineer.

The City of Angels Planning Commission adopted Resolution of Intent 25-03 on March 13, 2025, recommending to the City Council adoption of Chapter 19 of the City of Angels Design Standards without changes.

STRATEGIC PLAN ALIGNMENT

A3. Conservation and Open Space *Protect the health and safety of people and property in the city from natural and man-made hazards*

All of the proposed code amendments relative to grading, erosion control, and drainage, plus the associated implementation standards, are established to protect the health and safety of people and property in the City from natural and man-made disasters.

ANALYSIS/DISCUSSION

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

Applicable general plan goals, policies and programs include:

1.C.f, 4.C.f, 4.G.a, 6.A.I, 11.A.c *Note: These programs were adopted as both General Plan 2020 programs and General Plan mitigation measures*

Prepare and Grading Ordinance/Promote Best Management Practices

*Prepare a grading ordinance addressing: when a grading permit is required, when a grading plan shall be prepared, required contents of a grading plan, anticipated grades before and after construction, the total amount of soil to be removed, location and design of retaining walls, erosion control standards, preparation of erosion control plans, recommended erosion control methods, soil disposal, vegetation retention, revegetation, drainage, requirements for erosion and sediment control plans and other elements, as identified. The ordinance, or a companion publication (either prepared as an origination publication or adopted from existing publications), should be prepared in conjunction with the grading ordinance and illustrate best management practices. Resources for Best Management Practices are listed in Angels Camp 2020 General Plan **Appendix 4C**.*

The ordinance should further establish that no grading permit or permits to allow grading or vegetation removal of more than ten percent of a parcel shall be issued until a site plan,

development plan, building permit or other entitlement has been issued for a specific development project unless otherwise necessary for reasons of health and safety as declared by the city.

The grading ordinance should further specify that applications for discretionary entitlements for development of one acre or more on slopes averaging 10% or greater, will, at a minimum, be accompanied by a grading plan indicating, at least, the amount of soil to be disturbed, a tree plan indicating the number, size, species and location of trees to be removed and proposals for replacing trees; a vegetation management plan and revegetation plans.

Provisions of a Grading Ordinance should be combined with those of a Hillside Management Ordinance to the maximum extent feasible.

1Ee, 9Ad, 11Ad, 6.A.m; Establish Standards for Erosion and Dust Control

Establish and adopt standards for erosion and dust control to be included as conditions of approval, conditions of site development or to be otherwise attached as requirements of entitlements issued by the city, as necessary to reduce dust and erosion during construction activities. Methods to be addressed include, but are not limited to:

- Revegetating cut and fill slopes
- Hydroseeding
- Re-vegetation using native grasses
- Use of on-site water trucks or similar devices during non-precipitation periods to control dust emissions and maintain water quality during demolitions, construction, or other dust-generating activities
- Installation of erosion control devices (e.g., silt fences, hay bales) prior to the rainy season
- Measures for protecting soil stability (See 2020 General Plan **Program 6Ak**)
- Tire-washing stations for trucks leaving construction sites

6.A.k Require Engineering Studies for Development in Unstable Areas, Soil Testing for Expansive Soils

[2020 GENERAL PLAN MITIGATION MEASURE, MM-GEOLOGY- 03]

Require engineering studies to evaluate development in unstable areas (e.g., slopes exceeding 30%). Evaluate the effects of grading on slope stability including standards limiting fill slopes to 2:1 unless a registered civil engineer or certified engineering geologist can demonstrate that the fill slope will be stable and not prone to erosion. Require soil testing on soils with a moderate to high potential for expansion. The city engineer may further require engineering studies on erosive soils if testing indicates that necessity.

6.B.f, 7Hc Mitigate Impacts on Downstream Drainage Facilities and Property

In conjunction with 2020 General Plan **Program 6.A.k**, address requirements for preparation of drainage plans addressing potential impacts on downstream drainage facilities and properties and requiring implementation of measures identified to reduce or eliminate those impacts.

Continue to require drainage plans for private development to prevent inundation of the city's Storm Drainage Facilities.

(Public Facilities & Services), 7He (Public Facilities & Services)

Adopting the proposed code amendment in the Angels Municipal Code with the accompanying implementation standards and guidelines referenced in the code, will allow for implementation of these multiple (approximately one dozen) General Plan goals, policies, programs, and mitigation measures.

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 purpose of the proposed code amendments is to protect the health, safety, and general welfare of the city against threats to life and property related to soil disturbances or practices that may result in excessive erosion, drainage, and/or grading. This is being accomplished by adopting building code standards, establishing best management practices, and identifying those standards and practices to provide predictability and consistency for developers to ensure the health, safety, and general welfare of the city.

Based on the preceding, Finding C can be made.

FISCAL IMPACT:

The proposed amendments were prepared through a CAL OES grant with time expended by the City as a “soft match” for the grant. Implementation of the code amendments and standards are covered by permit fees charged by the City. Therefore, no fiscal impact is anticipated.

It is noted, however; that the establishment of predictable and consistent standards for grading, drainage, and erosion control for the development community is expected to expedite the permitting process in the City. Because “time is money,” this is expected to reduce overall project costs. The adoption of consistent standards will assist City Staff in expediting project reviews, thereby reducing staff time spent in project review.

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 identified within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan.

ATTACHMENT:

- A. Planning Commission Resolution of Intent 25-03
- B. Ordinance 543 with Proposed Chapter 15.30 incorporating Planning Commission recommended changes and clarification for single-family residential building permits**

**CITY OF ANGELS
PLANNING COMMISSION**

RESOLUTION OF INTENT NO. 25-03

**A RESOLUTION OF INTENTION OF THE CITY OF ANGELS PLANNING COMMISSION
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A NEW CHAPTER 15.30 (GRADING,
DRAINAGE AND EROSION CONTROL) FOR THE ANGELS MUNICIPAL CODE AND UPDATING THE
CITY'S DESIGN STANDARDS TO ADD A NEW CHAPTER 19 WITH STANDARDS FOR
IMPLEMENTING THE GRADING, DRAINAGE, AND EROSION CONTROL PROVISIONS.**

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 in matters pertaining to planning so as to protect and promote the public health, safety, and general welfare; and

WHEREAS, the establishment of grading, drainage, and erosion control standards for the City assist in protecting the health, safety, and general welfare of the community; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 13, 2025, and received public input on the proposed code amendment and implementation guidelines; and

WHEREAS, the proposed code amendment and implementation guidelines are consistent with the city of Angels general plan; and

WHEREAS, The proposed code amendment and implementation guidelines are consistent with the city of Angels Municipal Code; and

WHEREAS, the proposed code amendment and implementation guidelines 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

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;

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council approval of a new Chapter 15.30 (grading, drainage and erosion control) for the Angels Municipal Code and updating the city's design standards to add a new Chapter 19 with standards for implementing the grading, drainage, and erosion control provisions 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 March 13, 2025, by Commissioner Stammerjohan and being duly seconded by Commissioner Whitford. PASSED AND ADOPTED THIS 13th day of March, by the following vote:



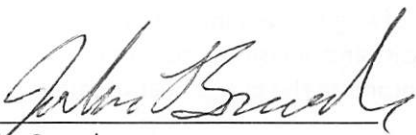
AYES: Broeder, Gordon, Stammerjohan, Whitford, Wendt

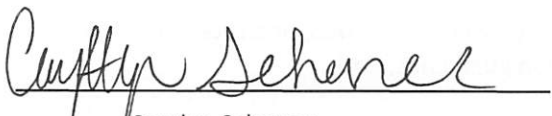
NOES: None

ABSTAIN: None

ABSENT: None

ATTEST: None


John Broeder
Chairman


Caytlyn Schaner
Deputy City Clerk



**CITY OF ANGELS
CITY COUNCIL
ORDINANCE 543
ADOPTING A NEW CHAPTER 15.30 (GRADING, DRAINAGE AND EROSION CONTROL) FOR THE
ANGELS CAMP MUNICIPAL CODE**

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 in matters pertaining to planning so as to protect and promote the public health, safety, and general welfare; and

WHEREAS, the establishment of grading, drainage, and erosion control standards for the City assists in protecting the health, safety, and general welfare of the community; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 13, 2025, and received public input on the proposed code amendment; and

WHEREAS, the Planning Commission passed Resolution of Intent 25-03 recommending to the City Council adoption of Ordinance 543, adding a new Chapter 15.30 (Grading Drainage and Erosion Control) to the City of Angels Municipal Code; and

WHEREAS, the City of Angels City Council did publish a notice of public hearing on March 27, 2025, and did hold a public hearing on April 15, 2025, introducing the ordinance and set and held a second public hearing to consider adoption on May 6, 2025;

NOW THEREFORE BE IT RESOLVED that the City of Angels City Council hereby adopts Ordinance 543 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 amendments are 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.

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 April 15, 2025, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on May 6, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Chimento, Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

Chapter 15.30

GRADING

15.30.010 Title.

This Chapter shall be known as and may be cited as the City of Angels Grading and Drainage Ordinance.

15.30.020 Purpose and Scope.

- A. The purposes of this Chapter are to:
 - 1. Regulate grading, drainage, and other earthwork activities within the City to preserve and safeguard public welfare, life, health, and property;
 - 2. Ensure that the intended use of a graded site is consistent with the City of Angels Camp Municipal Code, the Angels Camp Improvement Standards, the City Wastewater Master Plan, the City Water Master Plan, California Fire Safe Standards, and applicable local ordinances,;
 - 3. Require implementation of erosion and sedimentation control measures to protect water quality and reduce the discharge of pollutants into storm water drainage systems to the maximum extent practicable using best management practices; and,
 - 4. Establish authority and procedures for the issuance of grading permits; for the approval of grading plans; for inspection of earthwork activities; and, for enforcement of the provisions herein.
- B. Where conflicts occur between this Chapter and other local, state, or federal law or regulation, the most restrictive shall apply. The exemption of certain activities from the grading permit requirements of this Chapter does not relieve any person of the need to obtain any other permits or other authorizations that may be otherwise required.
- C. The requirements of this Chapter shall not be applicable to construction for which a complete grading permit application was submitted to the City prior to the adoption of this Chapter. All such work shall be completed in accordance with the requirements and conditions in place at the time the permit was issued by the city, unless the permit has expired and a new permit is required.

15.30.030 Administrative Authority.

This Chapter shall be implemented and enforced by the City Engineer who may delegate the responsibilities for implementation or enforcement to a professional engineer, code enforcement officer, building official, or other designee, either individually or collectively.

15.30.040 Definitions.

Definitions, word conventions, abbreviations, and acronyms shall be as defined in the latest version of the Angels Camp Improvement Standards as adopted by the City Council.

15.30.050 Grading and Drainage Standards.

- A. Grading activities shall comply with the standards of the Angels Camp Improvement Standards that include guidelines, procedures, and design standards necessary to achieve the purposes of this Chapter and to implement the requirements of this Chapter.
- B. All grading within the City, regardless of whether or not a grading permit is required, shall comply with the following:
 - 1. Applicable requirements of this Chapter and other City ordinances, rules, and regulations, including but not limited to Title 15, Title 16, and Title 17 of the City Code;
 - 2. Applying for applicable building permits and planning entitlements prior to commencing grading regardless of the amount of dirt being moved;

3. Design standards and other requirements as contained in the Angels Camp Improvement Standards;
 4. Erosion control requirements contained in the Angels Camp Improvement Standards; and
 5. Requirements of the Central Valley Regional Water Quality Control Board including statewide permits (e.g., “*General Permit for Discharges of Storm Water Associated with Construction Activities*”)
 6. Requirements of the federal Clean Water Act (Section 401)
 7. National Pollution Discharge Elimination System (NPDES) requirements
- C. The City shall impose additional requirements beyond those specified or referenced in this Chapter if such requirements are deemed necessary to protect the health, safety, or welfare of the public; to prevent or eliminate a hazard to public or private property; or, to otherwise fulfill the purposes of this Chapter.

15.30.060 Prohibitions.

- A. Grading activities are prohibited if they have the potential, as determined by the City, to result in any one of the following conditions.
1. The creation of a hazard to public health, welfare, or safety.
 2. Threat to the stability or use of adjacent property.
 3. Damage to public or private utilities.
 4. Damage to a public or private road or other transportation facility.
 5. Damage to, or obstruction of, watercourses or drainage facilities.
 6. Substantial degradation of water quality of any watercourse.
 7. Damage to existing septic systems and water supply wells.
- B. If, during construction, one or more of the above conditions exist or have the potential to occur, it is the responsibility of the permittee to immediately cease all grading activities and to notify the City Engineer of the hazard or potential hazard.

15.30.070 Grading Permit Required.

- A. A grading permit issued by the City is required for all site grading activities on public and privately-owned property within the City unless the activity is specifically exempted as provided for in Section 15.30.080 and is not subject to any other provisions of this Section.
- B. Grading in anticipation of new or expanded construction or development requiring a building or planning permit is prohibited. Upon receipt of an application for building or development requiring a permit; the City may, at its discretion, issue a grading permit prior to issuance of the pending entitlement. The City may request assurances as necessary to ensure site remediation should site development fail to occur within one year after grading commences or an extension is granted by the City.
- C. Notwithstanding the exemptions in Section 15.30.080, a grading permit shall be required for any grading that:
1. Requires an engineered design pursuant to Section 15.30.090.
 2. Will obstruct the flow of water (e.g., dam construction, regardless of size)
 3. Involves grading within a flood plain as shown on the most recent FEMA flood insurance rate maps;
 4. Requires a streambed or lakebed alteration agreement under California Fish and Game Code Section 1600 et seq;
 5. Requires a United States Army Corps of Engineers permit under Section 10 or Section 404 of the federal Clean Water Act; or
 6. Is associated with a project subject to California Environmental Quality Act (“CEQA”) review;

7. Has the potential to do any of the following:
 - a. Endanger any structure intended for human or animal occupancy; or,
 - b. Threaten the stability of any public roadway; or,
 - c. Cause adverse impacts to existing drainage, water, sewer, or other public facilities; or,
 - d. Exacerbate existing flood conditions; or,
 - e. Divert or modify drainage onto an adjacent parcel.

D.

15.30.080 Grading Permit Exemptions.

Except as provided otherwise in this Chapter, a grading permit is not required for the following exempted activities:

- A. Grading that meets any one of the following criteria:
 1. The total volume of material is less than 50 cubic yards; or,
 2. Fills that include less than one acre of land area, are less than one foot in depth, and are placed on natural terrain with a slope flatter than one unit vertical for every five units horizontal; or,
 3. Cuts that include less than one acre of land area, extend to less than two feet below ground surface, and do not result in the off-site disposal of more than 50 cubic yards of material.
- B. Geotechnical, geological, or soil investigations conducted by engineers, geologists, environmental health specialists, or soil scientists provided that disturbed areas are subsequently restored to substantially the pre-existing condition.
- C. Earthwork at permitted solid waste disposal facilities and activities at permitted sites involved in mining, quarrying, processing, and sale of aggregate products provided that such activities do not affect the lateral support or increase stresses in or pressure upon any adjacent or contiguous property.
- D. Trenching and grading incidental to the siting, construction or installation of City-approved underground pipelines, conduits, electrical or communication facilities, and drilling or excavation for City-approved wells or post holes, provided that finished grades following all such trenching and grading activities substantially conform to original contours.
- E. Maintenance of existing firebreaks, driveways, and roadways provided that the work does not result in any significant grade changes or drainage system modifications.
- F. Routine cemetery excavations and fills for individual burials.
- G. Grading or other earthwork activities when carried out in conjunction with a use associated with, related to or in support of planting and growing row or field crops. Such activity shall incorporate the use of “best management practices,” as recognized by the UC Cooperative Extension and USDA Natural Resource Conservation Service, to minimize erosion and to control sediment discharges to the maximum extent practicable.
- H. Site clearing operations, including fuel reduction and fire protection measures that do not substantially change the natural contour of the land and disturb less than one acre of soil.
- I. Emergency work as provided for in Section 15.30.230 of this Chapter.

15.30.090 Engineered Grading.

- A. A grading project is subject to the requirements specified in the Angels Camp Improvement Standards for “engineered grading” if it includes any of the following:
 1. Grading in excess of 1,000 cubic yards;
 2. Finished grades that are steeper than two units horizontal for one unit vertical;

3. Fill of greater than five feet in height on natural ground with a slope greater than three units horizontal for one unit vertical;
 4. Cut or fills of more than ten feet;
 5. Earthwork within the public right-of-way;
 6. Grading for construction of a public or private road, driveway or common driveway
 7. Fills that are intended to support structures for which a building permit is required;
 8. Storm drain collection system with inlet structures; or
 9. Earthwork within a flood plain as shown on the most recent FEMA flood insurance rate maps.
- B. Engineered grading requirements shall also apply if the proposed work, as determined by the City, has the potential to:
1. Endanger public health, safety or welfare;
 2. Obstruct or alter any water course or adversely impact existing drainage facilities;
 3. Threaten the stability of a public or private road or adjacent structures or property;
 4. Exacerbate existing downstream flood conditions; or
 5. Degrade receiving water without implementation of engineered controls.
- C. For engineered grading projects, a professional engineer shall be responsible for project design and shall provide all required professional services as described in the Angels Camp Improvement Standards including the preparation of a Construction Quality Assurance Plan and, upon work completion, certification that all work has been done in substantial conformance to the approved Engineered Grading Plan and all associated Grading Permit requirements. Certification must be provided to the City prior to approval of the permitted work.

15.30.100 Application Requirements for Grading Permits.

- A. Application for a grading permit shall be made on a form provided by the Community Development Department. The permit application must be signed by the property owner(s) of the parcel(s) on which grading will occur, except that a property owner may submit a signed, written statement to the City authorizing a designated agent to act on behalf of the property owner(s).
- B. To be considered complete, the application shall include all required information as specified in the Angels Camp Improvement Standards and shall include payment of all applicable fees as provided for in the City's adopted fee schedule.
- C. As a condition of permit issuance, the property owner or agent must:
1. Certify that all work will be done in accordance with all applicable local, state and federal requirements and in conformance with the approved grading plan and associated erosion and sediment control plans;
 2. Agree to the City's indemnification language; and
 3. Agree to provide notifications to the City and allow access to the property for inspection by City employees or agents.
- D. With written notice to the City, an applicant may withdraw their permit at any time. Any refunds shall be in accordance with the city's approved fee schedule.

15.30.110 Limitations of Grading Permit Issuance.

- A. Neither the issuance of a grading permit nor the approval of grading plans and/or specifications shall be construed as an approval of any violation of the provisions of this Chapter or of any other applicable law, ordinance, rule, or regulation.

- B. If a permit is issued based upon inaccurate or incomplete information submitted by the applicant, the grading permit may be cancelled at any time and a “Stop Work Order” may be issued as provided for in AMC Chapters 1.16, 1.17, 1.18, and 1.19.
- C. No permit issued pursuant to this Chapter shall relieve the permittee of the responsibility for securing other permits or approvals required for work that is regulated by any other City codes or regulations or by other local, federal, or state agency.
- D. The issuance of a grading permit shall not relieve the permittee of the responsibility to secure necessary easements or authorizations for grading on property not owned by the permittee.

15.30.120 General Plan Consistency.

No grading permit issued by the City shall be valid unless the project and intended site use conform to all other applicable City ordinances.

15.30.130 Compliance with CEQA.

- A. The California Environmental Quality Act (“CEQA”) and the City of Angels Camp Guidelines for the Implementation of CEQA, may require the preparation and processing of environmental documents for a proposed grading project. If so required, the environmental review process must be completed before a valid grading permit can be issued.
- B. CEQA review will be required if any of the provisions of Public Resources Code Section 15300.2 of the State CEQA guidelines exists. This does not limit the application of CEQA to other projects.
- C. If CEQA review is required for grading activities:
 - 1. No grading permit shall be issued until the applicant provides documentation that the CEQA review process has been completed; and,
 - 2. Additional grading restrictions, controls, or standards may be imposed beyond those specified and referenced in this Chapter.
- D. Notwithstanding the above, no additional CEQA review will be required prior to the issuance of a grading permit if the proposed grading is part of a larger project for which CEQA review has been completed and provided that the CEQA review addressed any potentially significant impacts from proposed grading activities.

15.30.140 Construction.

- A. The extent and nature of construction shall be limited to the work shown on approved grading plans and all work shall be done consistent with the requirements specified herein and in conformance with the Angels Camp Improvement Standards.
- B. For engineered grading work, permittee shall retain the services of a professional engineer to observe, inspect, and certify proper completion of all permitted work in conformance with the Angels Camp Improvement Standards, unless waived by the City Engineer.
- C. To ensure compliance with the provisions of this Chapter, City staff may enter the project site at all reasonable times in the manner provided by law. If such entry is refused, the City shall have recourse to every remedy provided by law to secure entry.

Section 15.30.150 Coordination with Utilities.

- A. Property owners have responsibility for the protection of all utilities on or adjacent to the site and shall coordinate with utility owners
- B. A designated utility location service shall be contacted at least 48 hours prior to excavation to field-locate any and all underground utilities unless this requirement has been waived, in writing, by the City.

15.30.160 Erosion and Sediment Control Measures.

- A. Regardless of whether a grading permit is required, all grading and earthwork activities within the City of Angels Camp shall employ best management practices to minimize erosion and to control sediment discharges to the maximum extent practicable as required by the most recently adopted version of the State Water Resources Control Council's "*General Permit for Discharges of Storm Water Associated with Construction Activities*" and the Angels Camp Improvement Standards.
- B. Following construction, property owners shall maintain sedimentation and erosion control measures as may be required to reduce off-site discharges of sediment to the maximum extent practicable. As provided for in Section 15.30.210 of this Chapter, the City may require posting of a security to ensure adequate development of necessary erosion and sedimentation control measures, including vegetative cover on cut and fill slopes.

15.30.170 Drainage Control Measures.

- A. Drainage systems for the collection, retention, conveyance, and discharge of storm water run-off shall be constructed in accordance with the Angels Camp Improvement Standards.
- B. For engineered grading projects, the peak off-site storm water discharge from the project site shall not exceed pre-construction conditions unless the applicant demonstrates to the satisfaction of the City Engineer and, if applicable, Caltrans, that downstream storm water conveyance systems have sufficient capacity to handle the increased flow rate without exceeding established design standards.

15.30.180 Work Completion.

- A. The permittee shall notify the City upon work completion and request a final inspection. All permitted grading activities shall be subject to final inspection by the City.
- B. Upon determination by the City that all work has been completed in substantial conformance to the grading plan and associated requirements, a "Notice of Completion" shall be issued by the City.
- C. Issuance of a "Notice of Completion" does not relieve the permittee of responsibility for compliance with all grading permit requirements. Issuance of a Notice of Completion should not be construed as modifying any permit requirements or relieving the permittee of responsibilities for satisfactory work completion.
- D. No certificate of occupancy shall be issued for a permitted structure until the City has issued a "Notice of Completion" pursuant to this section. The owner may be required to post an approved security with the City in sufficient amount, as determined by the City Engineer, to ensure satisfactory completion of any ancillary work within a specified period.

15.30.190 Grading Fees.

- A. The City Council shall establish a schedule of fees for the issuance and processing of grading permits and for enforcement of this Chapter. This schedule may be reviewed, approved, and modified by resolution of the City Council.
- B. Fees shall be sufficient to cover the costs for issuance of grading permits; for review of plans, specifications, and technical reports; field inspections; and, for other services as may be necessary to ensure compliance with the provisions of this Chapter.
- C. No Notice of Completion, Certificate of Occupancy, or other development permit shall be issued on a parcel for which there is an outstanding balance of fees imposed pursuant to this Section.

15.30.200 Securities.

- A. As a condition of grading permit issued at the discretion of the City prior to acquiring a building permit or other required city entitlement, , the City may require a security deposit of a sufficient amount deemed necessary to assure faithful performance of the permitted work and compliance with this Chapter. If required, the security shall remain in effect until final inspections have been made and all grading work and subdivision improvements have been accepted as complete by the City.

- B. In addition to the faithful performance security, the City may also require the deposit of a maintenance security in sufficient amount to ensure the maintenance and proper functioning of drainage systems, earthwork construction, erosion and sedimentation control measures, and stockpile removal operations. This security shall remain in effect for a period of not more than one year after the date of expiration of the faithful performance security.
- C. Improvement security shall be by: (1) bond or bonds, (2) cash, or (3) certificate of deposit; provided, that the City may, upon the request of an applicant, accept (but shall not be required to accept) recorded special assessment liens levied upon such developer or property. The amount of security shall be based upon an approved engineer's estimate and be in an amount established by resolution of the city council; provided, that in the case of special assessment liens, the amount of security shall be based upon the engineer's report approved by resolution in the special assessment proceedings.
- D. The improvement security given for the faithful performance of any act shall be released upon the final completion and acceptance of the act or work subject to the following:
 - 1. The city engineer may release a portion of the security in conjunction with the acceptance of the performance of the act or work as it progresses upon application by the developer; provided, however, that no such release shall be for an amount less than forty-five percent of the total of the total improvement security given for faithful performance of the act or work and that the security shall not be reduced to an amount less than twenty-five percent of the total improvement security given for faithful performance until final completion and acceptance of the act or work. In no event shall the city engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the act or work and any other obligation imposed by this title or the improvement agreement.
 - 2. Security given to secure payment to the contractor, their subcontractors, and to persons furnishing labor, materials or equipment may, six months after the completion and acceptance of the act or work, be reduced to an amount of all claims therefor filed and of which notice has been given to the city council. An additional amount reasonably determined by the city engineer shall be required to assure the performance of any other obligations secured thereby. The balance of the security shall be released upon the settlement of all such claims and obligations for which the security was given.

If permitted work is not completed in accordance with the approved plans or if all conditions of permit issuance have not been met, the City shall retain the security funds and may use these funds to complete the required work, stabilize the site, or to pay a contractor to do so. Any funds remaining after the payment of all costs, including administrative and inspection costs, shall be returned to the permittee.

15.30.210 Time Limits on Permits.

- A. The permittee shall perform and complete all the work covered by a grading permit within one year. If the work cannot be initiated or completed within this timeframe, the applicant may request permit renewal as provided for in Section *15.04.045-B Expiration in the AMC*.
- B. If permitted work is not initiated or completed within the time frame specified in *Section 15.04.045-A Time Limits—Renewals--Refunds*, if the grading permit has not been renewed, no further earthwork shall be done until the grading permit is renewed or until a new grading permit is issued. Notwithstanding this prohibition, the ~~Director~~ Engineer may require that specific measures to be immediately implemented to ensure stabilization of the site.

15.30.220 Violation.

Whenever a person is performing work in violation of the provisions of this Chapter, in violation of permit requirements, or without a permit as required by this Chapter, the City shall implement the procedures and pursue the remedies provided in AMC Chapters 1.16, 1.17, 1.18, and 1.19.

15.30.230 Emergency Work.

- A. Grading activities necessary to protect life or property, including activities to implement erosion and sedimentation control measures, may be initiated prior to obtaining a grading permit when a situation exists

that requires immediate action. The extent of such earthwork shall be limited to that which is necessary to abate an imminent hazard.

- B. The person performing such emergency work shall comply with applicable procedures in the Angels Camp Improvement Standards.
- C. The City may order emergency work to be stopped or restricted in scope at any time based upon the nature of the emergency and the extent of work involved.

15.30.240 Corrective Work.

- A. If any existing excavation or embankment or fill on public or private property constitutes a hazard to life and limb, threatens public health, safety, or welfare, endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, such excavation, embankment, or fill is hereby declared a public nuisance and the owner of the property on which the excavation, embankment, or fill is located, or other person or agent in control of such property, upon receipt of a written notice from the City, shall, within the period of time specified in the written notice, repair or eliminate such excavation, embankment, or fill as needed to satisfactorily abate the nuisance. Such remedial work shall be subject to the grading permit requirements of this Chapter unless emergency conditions exist, in which case work may be done pursuant to Section 15.30.250 Emergency Work .

Such hazards include the following:

- 1. Alteration of drainage patterns that has caused, or has the potential to cause, flooding, erosion, or siltation on any downstream property as determined by the ~~Director~~ City Engineer.
 - 2. Grading activities that cause or have the potential to cause erosion, sedimentation or landslides that could affect offsite property, sensitive environmental resources or public safety as determined by the ~~Director~~ City Engineer.
- B. If a property owner fails to correct the violation within the specified time in the notice and order to abate, the City may pursue any of the remedies provided for in AMC Chapters 1.16, 1.17, 1.18, or 1.19. Whenever the City expends funds or takes action to abate hazardous conditions as provided for above, the City may recover costs in accordance with AMC Chapters 1.16, 1.17, 1.18, and 1.19.
- C. If a security has been posted for the subject work, the City may recover costs from the security.

15.30.250 Denial of Other Permits and Inspections.

No other permit or permit waiver shall be issued by the City for a parcel upon which an unabated violation of this Chapter exists.

15.30.260 Recording of Notice of Noncompliance.

In those cases where there has been a failure to secure the required permit or permits, or if an approved permit has expired, or if conditions of a grading permit have not been met, or if corrective work pursuant to Section 15.30.240 has not been completed as required, the City may pursue any of the remedies identified in AMC Chapters 1.16, 1.17, 1.18 or 1.19.

15.30.270 Enforcement

Any violation of any provisions of this Chapter, including violation any grading permit condition, failure to comply with a notice of violation, grading without having first obtained a required grading permit, or violation of a stop work order, shall be subject to the following enforcement actions. Each day that a violation continues shall constitute a separate offense.

- A. Any violation of this Chapter is declared a public nuisance and, subject to the provisions of Chapter 1.16 of the City Code. Any person who violates the provisions of this Chapter, may be assessed a penalties in accordance with AMC Chapters 1.16, 1.17, 1.18 and 1.19.

15.30.280 Appeals.

Decisions made by the City in accordance with this Chapter may be appealed in accordance with AMC Chapter 1.19.

15.30.290 Limitations of City Liability.

Neither issuance of a grading permit under the provisions of this Chapter nor compliance with the provisions hereof or with any conditions created in a permit issued hereunder shall relieve any person from responsibility for damage to any person or property or impose any liability against the City for damage to any person or property.

15.30.300 Severability.

If any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Chapter; and the Council declares that this Chapter and each section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Chapter would have been adopted irrespective of the fact that one or more of such sections, subsections, paragraphs, subparagraphs, or sentences, clauses or phrases be declared invalid or unconstitutional.



MEMORANDUM

City of Angels City Council

Date: May 6, 2025

To: City of Angels City Council

From: Amy Augustine, AICP – City Planner

Re: **Introduce, waive the first reading, hold a public hearing and set May 20, 2025, to consider Ordinance 544 Updating the City of Angels Municipal Code Chapter 15.20 (Floodplain Management and Flood Damage Prevention)**

RECOMMENDATION

Introduce, waive the first reading, hold a public hearing and set May 20, 2025, to consider Ordinance 544 Updating the City of Angels Municipal Code Chapter 15.20 (Floodplain Management and Flood Damage Prevention)

BACKGROUND

The City of Angels City Council approved Resolution 20-46 on November 17, 2020, adopting the City of Angels Camp hazard mitigation projects for the 2021 Calaveras County Operational Area Multi-Jurisdictional Hazard Mitigation Plan). Mitigation Projects included:

MU-6: Update Local Mitigation, Disaster Recovery, and All Hazards Planning Codes. Update or prepare and adopt in the City Codes:

- Fire Safety Standards,
- Flood Hazard Prevention;
- Grading, Drainage and Erosion Control Standards; and
- Post Disaster Recover Standards.

Funding was secured through the California Governor's Office of Emergency Services (CAL OES) Hazard Mitigation Grant Program to prepare the codes. Interwest was hired through a Request for Proposals to prepare the code amendments in consultation with the All-Hazards Planning Codes Steering Committee composed of:

City Council Member
Planning Commission Member
Fire Chief
Fire Marshal
Police Chief

City Engineer
City Planner
Public Works
City Administrator

Public workshops were held on December 12, 2024, and January 16, 2025, to gather public input

A staff presentation summarizing the program was provided to the Planning Commission at its November 14, 2024, meeting and to the City of Angels City Council at its November 19, 2024, meeting.

This Floodplain Management and Flood Damage Prevention Ordinance is the result of those efforts. The current Flood Damage Prevention Ordinance, Angels Municipal Code Chapter 15.20, was last updated in 1996. Since then, there have been numerous statutory changes. Therefore, all of former Chapter 15.20 (current Chapter) is being removed and replaced with this proposed Floodplain Management and Flood Damage Prevention Ordinance reflecting all state and federal regulation changes through December 2024.

In addition, in accordance with the General Plan, stream setback standards also are established in the proposed ordinance.

A summary of Ordinance highlights includes, but is not limited to:

- Replaces 1996 Code with current state requirements
- Adds Section 15.20.700 Establishing setbacks along creeks to encompass the streambed channel, bed, and top of bank plus the landward edge (dripline) of riparian vegetation except as provided in 15.20.710
- Includes Section 15.20.710 to reduce setbacks along creeks as follows:

Creek and stream setbacks may be reduced with approval by the City Engineer when a study conducted by a qualified biologist or engineer, as applicable, makes a finding that a narrower setback:

- A. Would not increase the potential for erosion (generally based on existing vegetation, soil and slope stability), and
- B. Still encompasses the 100-year floodplain, and
- C. Fully protects riparian vegetation on the site (or may protect riparian vegetation through replanting on or off-site), or
- D. Is appropriate based on existing development near the stream in the vicinity; or
- E. Is necessary to avoid a private property "taking"
- F. Proposed new development within a creek/stream setback generally requires a landowner or developer to obtain a Lake or Streambed Alteration Agreement from the California Department of Fish and Wildlife.

When reduced setbacks are granted, design measures should be incorporated to protect riparian habitat by limiting the amount of clearing and fencing and/or locating such disturbances away from the stream.

- Addresses construction of roadways and infrastructure (Section 15.20.720) as follows:
 - A. The number of road crossings for streams should be limited to the greatest extent possible.
 - 1. Roadway crossings should be designed perpendicular to streams.
 - 2. Culverts, piping, or lining intermittent or perennial streams by private entities is discouraged unless no feasible alternative exists.

The Planning Commission considered the ordinance on April 10, 2025, and unanimously recommended to the City of Angels City Council approval of the proposed ordinance pursuant to Resolution of Intent 25-04.

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 with the accompanying implementation standards and guidelines referenced in the code, will allow for implementation of the following General Plan goals, policies, programs, and mitigation measures:

Goals:

1.B.2 Protect life and property from identified flood hazards.

Implementation Programs (and mitigation measures where indicated):**1.B.f, 4.D.d, 4.G.c, 6.B.g, and 11.B.b Designate Resource Management & Open Space Setbacks Along Creeks**

Establish an open space setback encompassing designated flood hazard areas along Angels Creek and Six Mile Creek. Designate these areas as Resource Management (RM) on the city's general plan maps and as Open Space (OS) on the city's zoning maps. Establish similar setbacks along other drainages within the city (e.g., China Gulch) or along drainages in areas that may be annexed into the city in the future.

Ordinance Response: Creek setbacks, reductions in creek setbacks and best management practices for development adjacent to creeks are included in proposed Code Sections 15.20.700, 15.20.710 and 15.20.720. The Resource Management/Open Space zoning and designations were adopted under previous Council actions.

2.C.q Flood and Fire Hazards and Flood Management Analysis

Continue to analyze and implement programs in the Conservation and Open Space Element and Safety Element of the General Plan addressing flood and fire hazards and flood management in compliance with Government Code Section 65302. In conjunction with Housing Element updates, review the Land Use and Safety Elements of the General Plan to identify potential conflicts with those areas subject to flooding as identified by flood plain mapping prepared by the Federal Emergency Management Agency (FEMA) or the State Department of Water Resources and lands classified as very high fire hazard severity zones (pursuant to Public Resources Code Section 51177). Identify alternative sites for target income group housing and special needs housing should existing target sites be identified as subject to threats from flooding or fire.

Ordinance Response: In response to analysis, it was determined that portions of an RV/Mobilehome park in the City are located within a flood hazard zone. State regulations governing these circumstances are specifically addressed in proposed definitions and in Code Sections 15.20.120, 15.20.180(H), 15.20.590 and 15.20.600.

6.B.d Consider Preparation of a Flood Damage Prevention Ordinance

Consider preparation of a flood damage prevention ordinance to guide development within flood zones identified by the Federal Emergency Management Agency (FEMA).

Ordinance Response: All of Chapter 15.20 provides the proposed Flood Damage Prevention Ordinance.

6.B.f, 7Hc Mitigate Impacts on Downstream Drainage Facilities and Property

In conjunction with 2020 General Plan Program 6.A.k, address requirements for preparation of drainage plans addressing potential impacts on downstream drainage facilities and properties and requiring implementation of measures identified to reduce or eliminate those impacts. Continue to require drainage plans for private development to prevent inundation of the city's Storm Drainage Facilities.

Ordinance Response: Proposed Code Section 15.20.280 addresses, in part, impacts on downstream facilities. Proposed Code Sections 15.20.300(A), 15.20.490, 15.20, 610, 15.20.640, 15.20.650, 15.20.660, and 15.20.670 address placing obstructions or structures within floodways and requirements to demonstrate that such structures do not increase flood hazards (e.g., fences, retaining walls, roadways, driveways).

6.B.k Design New Bridges (Pedestrian and Automobile) to Minimize Damage From Major Flood Events

Require new pedestrian and vehicle bridges to incorporate design features that reduce or avoid damage during major flood events, to the extent feasible (e.g., pedestrian bridges designed to pivot at an upstream corner and break away to reduce debris collection).

Ordinance Response: Proposed Code Sections 15.20.660 and 15.20.300 address bridge design and required studies.

6.B.n Protect New Development from Flood Hazards

[2020 GENERAL PLAN MITIGATION MEASURE, MM-FLOOD-01]

For streams without mapped flood zones and flood elevations:

Prior to approval of new development occurring within 75 feet of both sides of Indian Creek, Greenhorn Creek, Cherokee Creek, San Domingo Creek and Lone Gulch (measured from the top of the bank of the drainage or the edge of the riparian zone); the applicant shall identify flood elevations and provide documentation that new development will be located outside of the 100-year flood elevation, prior to approval of new development. The City may waive this requirement if ample evidence is available on-site (e.g., site topography) to clearly establish that new development will occur outside of the 100-year flood elevation.

Ordinance Response: Creek setbacks, reductions in creek setbacks and best management practices for development adjacent to creeks are included in proposed Code Sections 15.20.700, 15.20.710 and 15.20.720. The Resource Management/Open Space zoning and designations were adopted under previous Council actions.

Adoption of the code amendments brings the Angels Municipal Code into compliance with General Plan 2020 programs as described.

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 purpose of the proposed code amendments is to protect the health, safety, and general welfare of the city against threats to life and property related to flooding. This is being accomplished by adopting all current state and federal standards related to construction within floodways and implementing most general plan programs

related to flooding to provide predictability and consistency for developers and residents to ensure safety, and general welfare of the city.

Based on the preceding, Finding C can be made.

FISCAL IMPACT:

The proposed amendments were prepared through a CAL OES grant with time expended by the City as a “soft match” for the grant. Implementation of the code amendments and standards are covered by permit fees charged by the City. Therefore, no fiscal impact is anticipated.

It is noted, however; that the establishment of predictable and consistent standards for floodplain management and prevention for the community is expected to expedite the permitting process in the City. Because “time is money,” this is expected to reduce overall project costs. The adoption of up-to-date consistent standards will assist City Staff in expediting project reviews, thereby reducing staff time spent on project review.

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.

ATTACHMENT:

- A. Planning Commission Resolution of Intent 25-04
- B. Ordinance 544 with Attachment (Proposed Chapter 15.20)

**CITY OF ANGELS
PLANNING COMMISSION**

RESOLUTION OF INTENT NO. 25-04

**A RESOLUTION OF INTENTION OF THE CITY OF ANGELS PLANNING COMMISSION
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A REVISED CHAPTER 15.20 (FLOOD
MANAGEMENT AND FLOOD DAMAGE PREVENTION) FOR THE ANGELS MUNICIPAL CODE.**

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 in matters pertaining to planning so as to protect and promote the public health, safety, and general welfare; and

WHEREAS, the establishment of flood management and flood damage prevention standards for the City assist in protecting the health, safety, and general welfare of the community; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 10, 2025, and received public input on the proposed code amendment and implementation guidelines; 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; but will, in fact, assist in protecting the health, safety, and general welfare of the community; 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;

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council approval of a new Chapter 15.20 (Flood Management and Flood Damage Prevention) for the Angels Municipal 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 April 10, 2025, by Commissioner Gordon and being duly seconded by Commissioner Whitford. PASSED AND ADOPTED THIS 10th day of April, by the following vote:



AYES: Broeder, Gordon, Stammerjohan, Whitford, Wendt

NOES:

ABSTAIN:

ABSENT:

ATTEST:


John Broeder
Chairman


Caytlyn Schaner
Deput City Clerk



**CITY OF ANGELS
CITY COUNCIL
ORDINANCE 544
UPDATING THE CITY OF ANGELS MUNICIPAL CODE CHAPTER 15.20
(FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION)**

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 in matters pertaining to planning so as to protect and promote the public health, safety, and general welfare; and

WHEREAS, the establishment of floodplain management and flood damage prevention standards for the City assists in protecting the health, safety, and general welfare of the community; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 10, 2025, and received public input on the proposed code amendment; and

WHEREAS, the Planning Commission passed Resolution of Intent 25-04 recommending to the City Council adoption of Ordinance 544, updating the City of Angels Municipal Code Chapter 15.20, the Floodplain Management and Flood Damage Prevention Ordinance; and

WHEREAS, the City of Angels City Council did publish a notice of public hearing on April 24, 2025, and did hold a public hearing on May 6, 2025, introducing the ordinance and set and held a second public hearing to consider adoption on May 20, 2025;

NOW THEREFORE BE IT RESOLVED that the City of Angels City Council hereby adopts Ordinance 544 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 amendments are 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.

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 May 6, 2025, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on May 20, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimento, Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

Attachment A to Ordinance 544

Title 15

BUILDINGS AND CONSTRUCTION

Chapters:

15.04 Uniform Codes--Building Permits

15.06 Dangerous Building Code, Enforcement

15.12 Signs and Billboards

15.16 Permit Fees

15.20 Flood Plain Management and Flood Damage Prevention

15.28 Small Residential Solar System Permitting

15.30 Grading

Chapter 15.20

FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION

Sections:

ARTICLE I. DEFINITIONS

- 15.20.010 General.
- 15.20.020 Definitions.

ARTICLE II. SCOPE AND ADMINISTRATION, GENERAL PROVISIONS

- 15.20.030 Title.
- 15.20.040 Statutory authority.
- 15.20.050 Scope.
- 15.20.060 Purposes and objectives.
- 15.20.070 Coordination with California Building Standards Code.
- 15.20.080 Warning.
- 15.20.090 Disclaimer of liability.
- 15.20.100 Other laws.
- 15.20.110 Abrogation and greater restrictions.

ARTICLE III. APPLICABILITY

- 15.20.120 General applicability.
- 15.20.130 Establishment of flood hazard areas.
- 15.20.140 Interpretation.

ARTICLE IV. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

- 15.20.150 Designation.
- 15.20.160 General authority.
- 15.20.170 Coordination.
- 15.20.180 Duties.
- 15.20.190 Substantial improvement and substantial damage determinations.
- 15.20.200 Department records.

ARTICLE V. PERMITS FOR FLOODPLAIN DEVELOPMENT

- 15.20.210 Permits required.
- 15.20.220 Application for permit.
- 15.20.230 Validity of permit.
- 15.20.240 Other permits required.
- 15.20.250 Expiration.
- 15.20.260 Suspension or revocation.
- 15.20.270 Appeals of decisions.

ARTICLE VI. SITE PLANS AND CONSTRUCTION DOCUMENTS

- 15.20.280 Information for development in flood hazard areas.
- 15.20.290 Information in flood hazard areas without base flood elevations (approximate Zone A).
- 15.20.300 Additional analyses and certifications.
- 15.20.310 Submission of additional data.

ARTICLE VII. INSPECTIONS

- 15.20.320 Inspections, in general.
- 15.20.330 Inspections of development other than buildings and structures.
- 15.20.340 Inspections of manufactured homes installations.
- 15.20.350 Buildings and structures.

ARTICLE VIII. VARIANCES

- 15.20.360 Variance procedures.

ARTICLE IX. VIOLATIONS

- 15.20.370 Violations.
- 15.20.380 Authority.
- 15.20.390 Unlawful continuance.

ARTICLE X. FLOOD RESISTANT DEVELOPMENT—BUILDINGS AND STRUCTURES

- 15.20.400 Requirements for buildings and structures in flood hazard areas.
- 15.20.410 Detached garages and accessory storage structures.
- 15.20.420 Utility and Miscellaneous Group U.
- 15.20.430 Agricultural structures.

ARTICLE XI. FLOOD RESISTANT DEVELOPMENT—SUBDIVISIONS

- 15.20.440 Minimum requirements.
- 15.20.450 Subdivision requirements.

ARTICLE XII. FLOOD RESISTANT DEVELOPMENT—SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

- 15.20.460 Minimum requirements.
- 15.20.470 Sanitary sewer facilities.
- 15.20.480 Water supply facilities.
- 15.20.490 Development in floodways.
- 15.20.500 Limitations on placement of fill.

ARTICLE XIII. FLOOD RESISTANT DEVELOPMENT—INSTALLATION OF MANUFACTURED HOMES

- 15.20.510 Installation.
- 15.20.520 Foundations.
- 15.20.530 Anchoring.
- 15.20.540 General elevation requirement.
- 15.20.550 Elevation requirement for certain existing manufactured home parks and subdivisions.
- 15.20.560 Flood damage-resistant materials.
- 15.20.570 Enclosures.
- 15.20.580 Protection of mechanical equipment and outside appliances.

ARTICLE XIV. FLOOD RESISTANT DEVELOPMENT—RECREATIONAL VEHICLES

- 15.20.590 Temporary placement.
- 15.20.600 Permanent placement.

ARTICLE XV. FLOOD RESISTANT DEVELOPMENT—OTHER DEVELOPMENT

- 15.20.610 General requirements for other development.
- 15.20.620 Tanks.
- 15.20.630 Requirements for temporary structures and temporary storage in flood hazard areas.

- 15.20.640 Fences in floodways.
- 15.20.650 Retaining walls, sidewalks and driveways in floodways.
- 15.20.660 Roads and watercourse crossings in floodways.
- 15.20.670 Swimming pools.

ARTICLE XVI. FLOOD CONTROL PROJECTS

- 15.20.680 Flood control projects—General.
- 15.20.690 Flood control projects—Applications.

ARTICLE XVII. STREAM BANK AND WETLANDS SETBACKS

- 15.20.700 Setback requirements for projects involving work in and adjacent to a watercourse.
- 15.20.710 Calculating setbacks.
- 15.20.720 Calculating the slope of the setback area.
- 15.20.730 Reduction of setbacks.
- 15.20.740 Construction of roadways and infrastructure construction.

ARTICLE I. DEFINITIONS

15.20.010 General.

The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Where terms are not defined in these regulations and are defined in the building code (CCR Title 24 Part 2) and used in the residential code (CCR Title 24 Part 2.5), such terms shall have the meanings ascribed to them in those codes. Where terms are not defined in these regulations or the building code, such terms shall have ordinarily accepted meanings such as the context implies.

15.20.020 Definitions related to Flood and Stormwater Control Measures.

- A. “Accessory structure” means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.
- B. “Agricultural structure” means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.
- C. “Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.
- D. “ASCE 24” means the standard Flood Resistant Design and Construction, referenced by the building code, developed and published by the American Society of Civil Engineers. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the building code.
- E. “Base flood” means the flood having a 1-percent chance of being equaled or exceeded in any given year.
- F. “Base flood elevation” means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).
- G. “Basement” means, for the purpose of floodplain management, the portion of a building having its floor subgrade (below ground level) on all sides.
- H. “Building code” means California Code of Regulations Title 24, the California Building Standards Code, the family of building codes specifically adopted by the State of California and composed of:
 - 1. Part 2, applicable to buildings and structures other than dwellings within the scope of this part.
 - 2. Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three stories, and accessory structures.
 - a. Part 10, applicable to existing buildings (as defined in that code).

- b. Other specified codes.
- I. “Creek/Stream setback” refers to the area encompassing the streambed channel, bed, and top of bank or the landward edge (dripline) of riparian vegetation; whichever is greater.
- J. “Design flood” means the flood associated with the greater of the following two areas:
 - 1. Area with a flood plain subject to a one-percent or greater chance of flooding in any year.
 - 2. Area designated as a flood hazard area on a community’s flood hazard map, or otherwise legally designated.
- K. “Design flood elevation” means the elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to two feet (610 mm).
- L. “Development” means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations, flood control projects, and other land-disturbing activities.
- M. “Earthmoving or earth-disturbing activity” means any activity that involves vegetation clearing, grading, excavation, compaction of the soil, or the creation of fills and embankments to prepare a site for construction of roads, structures, landscaping, new planting, and other improvements (including agricultural roads, and vineyard avenues or tractor turnaround areas necessary for ongoing agricultural operations). It also means excavations, fills, or grading which constitute engineered works or improvements.
- N. “Encroachment” means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.
- O. “Ephemeral, perennial or intermittent stream” means any natural channel with defined bed and banks containing flowing water or showing evidence of having contained flowing water or showing evidence of having contained flowing water, such as deposit of rock, sand, gravel, or soil, that does not meet the definition of a stream (see Section 15.20.020 (QQ)).
 - 1. Ephemeral streams have less flow than intermittent streams and typically contain stormwater runoff during and after relatively large rainfall events but are normally dry for most of the year.
 - 2. Perennial streams normally flow almost year-round, usually at least into early summer
 - 3. Intermittent streams typically contain stormwater runoff during winter months but are normally dry during the summer months.
 - 4. Ephemeral, perennial, and intermittent streams do not include features such as manmade drainage ditches, stormwater systems, or concrete channels.
- P. “Exceptional hardship” means, for the purpose of variances from these regulations or the building code, the exceptional difficulty that would result from a failure to grant a requested variance. Mere economic or financial hardship is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors do not, as a rule, qualify as exceptional hardships. All of these circumstances can be resolved through other means without granting variances, even when the alternatives are more expensive or require the property owner to build elsewhere or put the parcel to a different use than originally intended.
- Q. “Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before prior to the adoption of this ordinance.
- R. “Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

- S. "Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land from:
 - 1. The overflow of inland or tidal waters.
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 - 3. Mudslides (i.e., mudflows) which are proximately caused by flooding.
- T. "Flood control project" means a dam or barrier design and constructed to keep water away from or out of a specified area, including, but not limited to, levees, floodwalls, and channelization.
- U. "Flood damage-resistant materials" means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.
- V. "Flood hazard area" means the greater of the following two areas:
 - 1. The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
 - 2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
- W. "Flood Insurance Rate Map (FIRM)" means an official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the community.
- X. "Flood Insurance Study" means the official report provided by the Federal Emergency Management Agency containing the Flood Insurance Rate Map (FIRM), the Flood Boundary and Floodway Map (FBFM), the water surface elevation of the base flood and supporting technical data.
- Y. "Floodplain Administrator" means the community official designated by title to administer and enforce the floodplain management regulations.
- Z. "Floodway" means the channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- AA. "Fraud or victimization" means, for the purpose of variances from these regulations or the building code, the intentional use of deceit to deprive another of rights or property, making a victim of the deprived person or the public. As it pertains to buildings granted variances to be constructed below the elevation required by the building code, future owners or tenants of such buildings and the community as a whole may bear the burden of increased risk of damage from floods, increased cost of flood insurance, and increased recovery costs, inconvenience, danger, and suffering.
- BB. "Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales or service facilities.
- CC. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.
- DD. "Historic structure" means any structure that is:
 - 1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - 3. Individually listed on the inventory of historic places maintained by the California Office of Historic Preservation; or
 - 4. Individually listed on the Angels camp Register of Cultural Resources.
- EE. "Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
 - 1. Letter of Map Amendment (LOMA). An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

2. Letter of Map Revision (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
 3. Letter of Map Revision Based on Fill (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
 4. Conditional Letter of Map Revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.
- FF. "Light-duty truck" means, as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of six thousand pounds or less and which has a basic vehicle frontal area of forty-five square feet or less, which is:
1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
 2. Designed primarily for transportation of persons and has a capacity of more than twelve persons; or
 3. Available with special features enabling off-street or off-highway operation and use.
- GG. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the building codes.
- HH. "Manufactured home" means a structure that is transportable in one or more sections, built on a permanent chassis, designed for use as a single-family dwelling with or without a permanent foundation when connected to the required utilities, and constructed to the Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development. Also see definitions in Health and Safety Code Sections 18000(a)(2) and 18001(a). For the purposes of floodplain management, the term also includes mobile homes and recreational vehicles, park trailers, travel trailers and similar transportable structures that are placed on a site for one hundred eighty consecutive days or longer.
- II. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- JJ. "Market value" means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by one of the following methods: (1) actual cash value (replacement cost depreciated for age and quality of construction); (2) tax assessment value adjusted to approximate market value by a factor provided by the property appraiser; or (3) a qualified independent appraiser.
- KK. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed on or after December 3, 1996.
- LL. "Nuisance" means that which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
- MM. "Permit for floodplain development" means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specified development activities that are located in flood hazard areas and that are determined to be compliant with these regulations.
- NN. "Recreational vehicle" means a vehicle that is built on a single chassis, four hundred square feet (37.16 m²) or less when measured at the largest horizontal projection, designed to be self-propelled or permanently

towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use when it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions. Also see definitions in Health and Safety Code Section 18010.

OO. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

PP. "Special flood hazard area (SFHA)" means the land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE, or V1-30.

QQ. "Streams" are defined as any of the following:

1. A watercourse designated by a solid line or dash and three dots symbol on the largest scale of the United State Geological Survey maps most recently published, or any replacement to that symbol. These are often referred to as "blue-line streams".
2. Any watercourse, which has a well-defined channel with a depth greater than four feet and banks steeper than 3:1 and that contains hydrophilic vegetation, riparian vegetation or woody vegetation including tree species greater than ten feet in height.
3. Any watercourse designated as a stream, or tributary within the Angels Camp sphere of influence and area of interest in Table 4-4 of the Angels Camp 2020 General Plan Conservation and Open Space Element.

RR. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

SS. "Substantial improvement" means any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the improvement or repair is started. When the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

TT. "Utility and Miscellaneous Group U" means buildings and structures of an accessory character and miscellaneous structure not classified in any special occupancy, as described in the building code.

UU. "Variance" means a grant of relief from the requirements of these regulations which permits construction in a manner otherwise prohibited and where specific enforcement would result in exceptional hardship.

VV. "Violation" means a development that is not fully compliant with these regulations or the flood provisions of the building code, as applicable.

WW. "Watercourse" means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

XX. "Wetland" means those areas that meet either the federal definition of wetlands, as set forth in 33 CFR § 328.3, or the State of California definition of wetland as adopted by the State Water Resources Control Board (SWRCB). In the event of a conflict between the state and federal definition, whichever definition is more protective shall control.

1. The federal definition of "wetland" is described as those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Constructed conveyances of stormwater or wastewater (e.g., leachfields) are not considered to meet the definition of wetlands.
2. The SWRCB definition of "wetland" is described using three criteria: wetland hydrology, wetland soils, and (if vegetated) wetland plants. An area is "wetland" if, under normal circumstances, (1) the area has continuous or recurrent saturation of the upper substrate caused by groundwater, or

shallow surface water, or both; (2) the duration of such saturation is sufficient to cause anaerobic conditions in the upper substrate; and (3) the area's vegetation is dominated by hydrophytes or the area lacks vegetation, defined as less than five percent areal coverage of plants at the peak of the growing season.

ARTICLE II. SCOPE AND ADMINISTRATION, GENERAL PROVISIONS

15.20.030 Title.

These regulations, in combination with the flood provisions of California Code of Regulations Title 24, the California Building Standards Code (hereinafter "building codes," consisting of the Part 2 (building), Part 2.5 (residential), Part 10 (existing building), and related codes, shall be known as the Floodplain Management Regulations of the City of Angels Camp (hereinafter "these regulations").

15.20.040 Statutory authority.

The Legislature of the State of California has, in Government Code Sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of the City of Angels Camp does hereby adopt the following floodplain management regulations.

15.20.050 Scope.

The provisions of these regulations, in combination with the flood provisions of the building codes, shall apply to all proposed development entirely or partially in flood hazard areas established in Section 15.20.120 of these regulations.

15.20.060 Purposes and objectives.

The purposes and objectives of these regulations and the flood load and flood resistant construction requirements of the building codes are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- A. Minimize unnecessary disruption of commerce, access and public service during times of flooding.
- B. Require the use of appropriate construction practices in order to prevent or minimize future flood damage.
- C. Manage the alteration of natural floodplains, stream channels and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.
- D. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential.
- E. Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- F. Contribute to improved construction techniques in the floodplain.
- G. Minimize damage to public and private facilities and utilities.
- H. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- I. Minimize the need for rescue and relief efforts associated with flooding.
- J. Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- K. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- L. Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

15.20.070 Coordination with California Building Standards Code.

Pursuant to the requirement established in State statute that the City of Angels Camp administer and enforce the California Building Standards Code, the City Council of the City of Angels Camp hereby acknowledges that the building codes contain certain provisions that apply to the design and construction of buildings and structures in

flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the building codes.

15.20.080 Warning.

The degree of flood protection required by these regulations and the building codes is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations and the building codes does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with these regulations.

15.20.090 Disclaimer of liability.

These regulations shall not create liability on the part of the City Council, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made hereunder. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the community in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by a legal representative of the community until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

15.20.100 Other laws.

The provisions of these regulations shall not be deemed to nullify any provisions of local, State or Federal law.

15.20.110 Abrogation and greater restrictions.

These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal, abrogate or impair any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes, nor any existing easements, covenants, or deed restrictions. In the event of an overlap or conflict between these regulations and any other ordinance, code, regulation, easement, covenant, or deed restriction, the more restrictive shall govern.

ARTICLE III. APPLICABILITY

15.20.120 General applicability.

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land; filling, grading and other site improvements; installation of utilities; installation, placement and replacement of manufactured homes; placement of recreational vehicles; installation of tanks; temporary structures and temporary or permanent storage; Utility and Miscellaneous Group U buildings and structures; certain building work exempt from permit under the building codes; and flood control projects.

15.20.130 Establishment of flood hazard areas.

The areas of special flood hazard identified by the Federal Emergency Management Agency or the Federal Insurance Administration in a scientific and engineering report entitled "Flood Insurance Study for City of Angels" dated

September 24, 1984 with accompanying Flood Insurance Rate Maps (FIRM) and all subsequent amendments and/or revisions are adopted by reference and declared to be a part of this chapter and serve as the basis for establishing flood hazard areas. Where the building code establishes flood hazard areas, such areas are also established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. The record flood insurance study is on file at City Hall, Angels Camp, California. This flood insurance study is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city council by the floodplain administrator.

15.20.140 Interpretation.

In the interpretation and application of these regulations, all provisions shall be:

- A. Considered as minimum requirements.
- B. Liberally construed in favor of the governing body.
- C. Deemed neither to limit nor repeal any other powers granted under State statutes.

ARTICLE IV. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

15.20.150 Designation.

The Planning Director is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

15.20.160 General authority.

The Floodplain Administrator is authorized and directed to administer and enforce these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Article 8 of these regulations. The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a qualified professional engineer or licensed land surveyor when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with these regulations

15.20.170 Coordination.

The Floodplain Administrator shall coordinate with and provide comments to the Building Official to administer and enforce the flood provisions of the building code and to ensure compliance with the applicable provisions of these regulations. The Floodplain Administrator and the Building Official have the authority to establish written procedures for reviewing applications and conducting inspections for buildings and for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 15.20.190 of these regulations.

15.20.180 Duties.

The Floodplain Administrator, in coordination with other pertinent offices of the city, shall:

- A. Review all permit applications and plans to determine whether proposed development is located in flood hazard areas.
- B. Review all applications and plans for development in flood hazard areas for compliance with these regulations.
- C. Review, in coordination with the Building Official, required design certifications and documentation of elevations specified by the building code to determine that such certifications and documentations are complete.
- D. Review applications and plans for modification of any existing development in flood hazard areas for compliance with these regulations.

- E. Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- F. Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- G. Determine whether additional flood hazard data shall be obtained from other sources or developed by the applicant.
- H. Complete the appropriate section of the Department of Housing and Community Development Floodplain Ordinance Compliance Certification for Manufactured Home/Mobile Home Installations when submitted by applicants.
- I. Review requests submitted to the Building Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the building code, to determine whether such requests require consideration as a variance pursuant to Article 7 of these regulations.
- J. Coordinate with the Building Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- K. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses indicate changes in base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available.
- L. Require applicants who propose alteration of a watercourse to notify adjacent communities and the NFIP State Coordinating Agency, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- M. Inspect development in accordance with Article 6 of these regulations and inspect flood hazard areas to determine when development is undertaken without issuance of permits.
- N. Prepare comments and recommendations for consideration when applicants seek variances for development other than buildings in accordance with Article 7 of these regulations.
- O. Cite violations in accordance with Article 8 of these regulations.
- P. Notify FEMA when the corporate boundaries of the City of Angels Camp have been modified and provide a map and legal description of the changes in the corporate boundaries.

15.20.190 Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- A. Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- B. Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.
- C. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.
- D. Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage.

15.20.200 Department records.

In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the building codes, including Flood Insurance Studies and Flood Insurance Rate Maps;

documents from FEMA that amend or revise FIRMs; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the building codes and these regulations; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the building codes.

ARTICLE V. PERMITS FOR FLOODPLAIN DEVELOPMENT

15.20.210 Permits required.

Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit for floodplain development. No permit shall be issued until compliance with the requirements of these regulations and all other applicable codes and regulations has been satisfied. No building permit shall be issued based on Conditional Letters of Map Revision issued by FEMA. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine a permit for floodplain development is required in addition to a building permit.

15.20.220 Application for permit.

The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. The information provided shall:

- A. Identify and describe the development to be covered by the permit.
- B. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitely locate the site.
- C. Indicate the use and occupancy for which the proposed development is intended.
- D. Be accompanied by a site plan and construction documents as specified in Article 5 of these regulations, including grading, excavation and filling plans and other information deemed appropriate by the Floodplain Administrator.
- E. State the valuation of the proposed work.
- F. Be signed by the applicant or the applicant's authorized agent.
- G. Include such other data and information required by the Floodplain Administrator to demonstrate compliance with these regulations

15.20.230 Validity of permit.

The issuance of a permit for floodplain development under these regulations or the building codes shall not be construed to be a permit for, or approval of, any violation of these regulations, the building code, or any other ordinance of the community. The issuance of a permit for floodplain development based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations.

15.20.240 Other permits required.

The applicant shall obtain all other required State and Federal permits prior to initiating work authorized by these regulations and shall provide documentation of such permits to the Floodplain Administrator. Such permits include, but are not limited to, the California State Water Resources Control Board for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

15.20.250 Expiration.

A permit for floodplain development shall become invalid when the proposed development is not commenced within one hundred eighty days after its issuance, or when the work authorized is suspended or abandoned for a period of one hundred eighty days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for

periods not more than one hundred eighty days each unless FEMA has issued notification of revision to the Flood Insurance Rate Study and Flood Insurance Rate Maps that alter the flood hazard area or floodway boundaries, flood zones, or base flood elevations, in which case the permit is invalid.

15.20.260 Suspension or revocation.

The Floodplain Administrator is authorized to suspend or revoke a permit for floodplain development issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of these regulations or any ordinance or code of this community.

15.20.270 Appeals of decisions.

When it is alleged there is an error in any decision or determination made by the Floodplain Administrator in the interpretation or enforcement of these regulations, such decision or determination may be appealed to the City Council of the City of Angels Camp by filing a written appeal setting forth the reasons of the appeal.

ARTICLE VI. SITE PLANS AND CONSTRUCTION DOCUMENTS

15.20.280 Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale showing no impacts to downstream facilities and stormwater runoff, and shall include, as applicable to the proposed development:

- A. Delineation of flood hazard areas; floodway boundaries and flood zone(s); base flood elevation(s); ground elevations; proposed filling, grading, and excavation; and drainage patterns and facilities when necessary for review of the proposed development.
- B. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 15.20.290 of these regulations.
- C. Where the parcel on which the proposed development will take place will have more than fifty lots or is larger than five acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 15.20.290 of these regulations.
- D. Location of the proposed activity and proposed structures; locations of water supply, sanitary sewer, and other utilities; and locations of existing buildings and structures.
- E. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- F. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- G. Existing and proposed alignment of any proposed alteration of a watercourse.

15.20.290 Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator is authorized to:

- A. Require the applicant to include base flood elevation data prepared by a qualified professional engineer in accordance with currently accepted engineering practices. Such analyses shall be performed and sealed by a qualified professional engineer. Studies, analyses and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.
- B. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a Federal or State agency or other source.
- C. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 1. Require the applicant to include base flood elevation data in accordance with subsection A of this section; or

2. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
- D. Where the base flood elevation data are to be used to support a request for a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a qualified professional engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

15.20.300 Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of these regulations, the applicant shall have the following analyses signed and sealed by a qualified professional engineer for submission with the site plan and construction documents:

- A. For development activities proposed to be located in a floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 15.20.310 of these regulations and shall submit the Conditional Letter of Map Revision, when issued by FEMA, with the site plan and construction documents.
- B. For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the Flood Insurance Study or on the FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- C. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 15.20.440 of these regulations. The applicant shall notify the chief executive officer of adjacent communities and the California Department of Water Resources. The Floodplain Administrator shall maintain a copy of the notification in the permit records and shall submit a copy to FEMA.

15.20.310 Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a qualified registered professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision.

ARTICLE VII. INSPECTIONS

15.20.320 Inspections, in general.

Development for which a permit for floodplain development is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

15.20.330 Inspections of development other than buildings and structures.

The Floodplain Administrator shall make or cause to be made, inspections of all development other than buildings and structures that is authorized by issuance of a permit for floodplain development under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine when development is undertaken without issuance of a permit.

15.20.340 Inspections of manufactured homes installations.

The Floodplain Administrator shall make or cause to be made, inspections of installation and replacement of manufactured homes in flood hazard areas authorized by issuance of a permit for floodplain development under these regulations. Upon installation of a manufactured home and receipt of the elevation certification required in Section 15.20.931 of these regulations the Floodplain Administrator shall inspect the installation or have the installation inspected.

15.20.350 Buildings and structures.

The Building Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit, in accordance with the building code:

- A. Lowest Floor Elevation. Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the Building Official.
- B. Final Inspection. Prior to the final inspection, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the Building Official.

ARTICLE VIII. VARIANCES

15.20.360 Variance Procedures.

A request for a Variance from the regulations contained in this Title shall be processed in accordance with Section 17.75 of the AMC

ARTICLE IX. VIOLATIONS

15.20.370 Violations.

Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of the elevation of the lowest floor, other required design certifications, or other evidence of compliance required by these regulations or the building code, is presumed to be a violation until such time as required documentation is submitted. Violation of the requirements shall constitute a misdemeanor.

15.20.380 Authority.

The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the building codes, but is regulated by these regulations and that is determined to be a violation.

15.20.390 Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

ARTICLE X. FLOOD RESISTANT DEVELOPMENT—BUILDINGS AND STRUCTURES

15.20.400 Requirements for buildings and structures in flood hazard areas.

Applications for building and structures within the scope of the building code that are proposed in flood hazard areas shall comply with the applicable requirements of the building code.

15.20.410 Detached garages and accessory storage structures.

Detached garages and accessory storage structures used only for parking or storage are permitted below the base flood elevation provided the garages and accessory storage structures:

- A. Are one story and not larger than six hundred square feet in area when located in special flood hazard areas.
- B. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- C. Have flood openings in accordance with the building code.
- D. Have flood damage-resistant materials used below the base flood elevation.
- E. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation.

15.20.420 Utility and Miscellaneous Group U.

Utility and Miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, fences more than six feet (1,829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the building code requirements for fire and life safety, the following shall apply to Utility and Miscellaneous Group U buildings and structures in flood hazard areas:

- A. New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.
- B. New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.
- C. Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited to parking, storage, and building access.
- D. When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.
- E. Flood damage-resistant materials shall be used below the design flood elevation.
- F. Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be located or installed in accordance with ASCE 24.

15.20.430 Agricultural structures.

Construction or substantial improvement of agricultural structures that are not elevated or dry floodproofed may be permitted in flood hazard areas, provided the requirements of this section are satisfied, and:

- A. A determination has been made that the proposed agricultural structure:
 - 1. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - 2. Has low damage potential.
 - 3. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including, but not limited to, the effects of flooding on manure storage, livestock confinement operations, liquefied natural gas terminals, and production and storage of highly volatile, toxic, or water reactive materials.
 - 4. Complies with the wet floodproofing construction requirements of subsection B, below.
- B. Wet Floodproofing Construction Requirements.
 - 1. Anchored to resist flotation, collapse, and lateral movement.
 - 2. When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.
 - 3. Flood damage-resistant materials are used below the base flood elevation.
 - 4. Mechanical, electrical, and utility equipment are elevated above the base flood elevation.

ARTICLE XI. FLOOD RESISTANT DEVELOPMENT—SUBDIVISIONS

15.20.440 Minimum requirements.

Subdivision proposals in flood hazard areas, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- A. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding.
- B. All public utilities and facilities, such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage in accordance with Sections 15.20.550 and 15.20.560 of these regulations, as applicable, and appropriate codes.
- C. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from proposed structures.

15.20.450 Subdivision requirements.

In addition to the requirements of Section 15.20.520 of these regulations, where any portion of proposed subdivisions, including proposals for manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- A. The flood hazard area, including floodways, as appropriate, shall be delineated on preliminary subdivision plats.
- B. Where the subdivision has more than fifty lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 15.20.290 of these regulations.
- C. When, as part of a proposed subdivision, fill will be placed to support buildings, the fill shall be placed in accordance with the building code and approval of the subdivision shall require submission of as-built elevations for each filled pad certified by a licensed land surveyor or registered civil engineer.

ARTICLE XII. FLOOD RESISTANT DEVELOPMENT—SITE IMPROVEMENTS, UTILITIES, AND LIMITATIONS

15.20.460 Minimum requirements.

All proposed development in flood hazard areas shall be reviewed to determine that:

- A. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding.
- B. Where the proposed development has more than fifty lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood shall be elevations determined in accordance with Section 15.20.300(A) of these regulations.
- C. All public utilities and facilities, such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage.
- D. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from proposed structures.

15.20.470 Sanitary sewer facilities.

All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

15.20.480 Water supply facilities.

All new and replaced water supply facilities shall be designed in accordance with the provisions of Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwaters into the systems.

15.20.490 Development in floodways.

Development, site improvements and land disturbing activity involving fill or regrading shall not be authorized in the floodway unless the floodway encroachment analysis required in Section 15.20.300(A) of these regulations demonstrates the proposed work will not result in any increase in the base flood level during occurrence of the base flood discharge.

15.20.500 Limitations on placement of fill.

Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures, fill shall comply with the requirements of the building code. The placement of fill intended to change base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs shall be subject to the requirements of Section 15.20.440 of these regulations. Placement of fill may require additional state or federal permits.

ARTICLE XIII. FLOOD RESISTANT DEVELOPMENT—INSTALLATION OF MANUFACTURED HOMES

15.20.510 Installation.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations. In addition to permits pursuant to these regulations, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes. Upon completion of installation and prior to the final inspection by the Floodplain Administrator, the installer shall submit certification of the elevation of the manufactured home, prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

15.20.520 Foundations.

All new and replacement manufactured homes, including substantial improvement of manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of Section R322.2 of the residential code (CCR Title 24 Part 2.5) and these regulations. Foundations for manufactured homes subject to Section 15.20.550 of these regulations are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

15.20.530 Anchoring.

All new and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. Methods of anchoring are authorized to include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind loads and seismic loads.

15.20.540 General elevation requirement.

Unless subject to the requirements of Section 15.20.935 of these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the lowest floor, or bottom of the lowest horizontal member of the lowest floor, as applicable to the flood hazard area, is at or above the base flood elevation.

15.20.550 Elevation requirement for certain existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to Section 15.20.540 of these regulations, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or

subdivision, unless on a site where substantial damage as a result of flooding has occurred, shall be elevated such that either the:

- A. Lowest floor, or bottom of the lowest horizontal structural member, as applicable to the flood hazard area, is at or above the base flood elevation.
- B. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six inches in height above grade.

15.20.560 Flood damage-resistant materials.

Materials below elevated manufactured homes shall comply with the flood-damage resistant materials requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

15.20.570 Enclosures.

Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

15.20.580 Protection of mechanical equipment and outside appliances.

Mechanical equipment and outside appliances shall be elevated to or above the lowest floor or bottom of the lowest horizontal structural member of the manufactured home, as applicable to the flood hazard area.

- A. Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 15.20.540 or 15.20.550, as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

ARTICLE XIV. FLOOD RESISTANT DEVELOPMENT—RECREATIONAL VEHICLES

15.20.590 Temporary placement.

Recreational vehicles in flood hazard areas, shall be placed on a site for less than one hundred eighty consecutive days or shall be fully licensed and ready for highway use. Ready for highway use means the recreational vehicle is on wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, such as rooms, stairs, decks and porches.

15.20.600 Permanent placement.

Recreational vehicles that do not meet the limitations in Section 15.20.630 for temporary placement shall meet the requirements of Article 13 for manufactured homes.

ARTICLE XV. FLOOD RESISTANT DEVELOPMENT—OTHER DEVELOPMENT

15.20.610 General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the building code, shall:

- A. Be located and constructed to minimize flood damage.
- B. Meet the limitations of Section 15.20.490 of these regulations when located in a regulated floodway.
- C. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.
- D. Be constructed of flood damage-resistant materials.
- E. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the building code for wet locations.

15.20.620 Tanks.

Tanks that serve buildings shall comply with the requirements of the building code. Underground and above-ground tanks that serve other purposes shall be designed, constructed, installed and anchored in accordance with ASCE 24.

15.20.630 Requirements for temporary structures and temporary storage in flood hazard areas.

Temporary structures shall be erected for a period of less than one hundred eighty days and temporary storage of goods and materials shall be permitted for a period of less than one hundred eighty days. Extensions may be granted in accordance with Section 15.20.250 of these regulations. In addition, the following apply:

- A. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.
- B. Temporary stored materials shall not include hazardous materials.
- C. The requirements of Section 15.20.490 of these regulations, when located in floodways.

15.20.640 Fences in floodways.

Fences in floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 15.20.490 of these regulations.

15.20.650 Retaining walls, sidewalks and driveways in floodways.

Retaining walls and sidewalks and driveways that involve placement of fill in floodways shall meet the limitations of Section 15.20.924 of these regulations and the requirements for site grading in Chapter 18 of the building code.

15.20.660 Roads and watercourse crossings in floodways.

Roads and watercourse crossings that encroach into floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side shall meet the limitations of Section 15.20.490 of these regulations. Alteration of a watercourse that is part of work proposed for a road or watercourse crossing shall meet the requirements of Section 15.20.300 of these regulations.

15.20.670 Swimming pools.

Above-ground swimming pools, on-ground swimming pools, and in-ground swimming pools that involve placement of fill in floodways shall meet the requirement of Section 15.20.924 of these regulations.

ARTICLE XVI. FLOOD CONTROL PROJECTS

15.20.680 Flood control projects—General.

In addition to applicable Federal, State and other local permits, a permit for floodplain development is required for construction of flood control projects. The purpose for the permit is to examine the impact on flood hazard areas, floodways, and base flood elevations shown on the FIRM. Unless otherwise authorized by separate regulations, issuance of this permit does not address the sufficiency of the structural elements of the proposed flood control project. Permits for floodplain development and building permits in areas affected by proposed flood control projects shall not be issued based on Conditional Letters of Map Revision issued by FEMA.

15.20.690 Flood control projects—Applications.

Applications for permits for flood control projects shall include documentation, including, but not limited to:

- A. Site plan or document showing the existing topography and the boundaries of the flood hazard areas, floodway boundaries, and base flood elevations shown on the FIRM.
- B. Site plan or document showing the proposed topography and the proposed changes to the boundaries of the flood hazard areas, floodway boundaries, and base flood elevations.
- C. The documentation submitted to FEMA for a Conditional Letter of Map Revision (CLOMR) and, if issued, the Conditional Letter of Map Revision. Submittal requirements and processing fees shall be the

responsibility of the applicant. A CLOMR is required when a proposed flood control project alters a floodway and increases base flood elevations more than greater than 0.00 feet, or alters a watercourse a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated and increases base flood elevations more than 1.0 foot.

ARTICLE XVII. STREAM OR CREEK SETBACKS

15.20.700 Setbacks.

Creek/Stream setbacks shall encompass the streambed channel, bed, and top of bank plus the landward edge (dripline) of riparian vegetation except as provided in Figure 1.

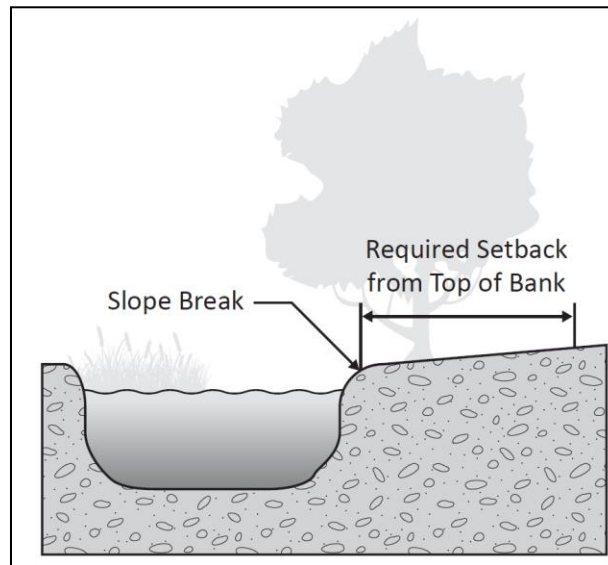


Figure 1 – Measuring Stream Setbacks

15.20.710 Reduction of setbacks.

Creek and stream setbacks may be reduced with approval by the City Engineer when a study conducted by a qualified biologist or engineer, as applicable, makes a finding that a narrower setback:

- A. Would not increase the potential for erosion (generally based on existing vegetation, soil and slope stability), and
- B. Still encompasses the 100-year floodplain, and
- C. Fully protects riparian vegetation on the site (or may protect riparian vegetation through replanting on or off-site), or
- D. Is appropriate based on existing development near the stream in the vicinity; or
- E. Is necessary to avoid a private property “taking”
- F. Proposed new development within a creek/stream setback generally requires a landowner or developer to obtain a Lake or Streambed Alteration Agreement from the California Department of Fish and Wildlife.

When reduced setbacks are granted, design measures should be incorporated to protect riparian habitat by limiting the amount of clearing and fencing and/or locating such disturbances away from the stream.

15.20.720 Construction of roadways and infrastructure construction.

- A. The number of road crossings for streams should be limited to the greatest extent possible.
 - 1. Roadway crossings should be designed perpendicular to streams.
 - 2. Culverts, piping, or lining intermittent or perennial streams by private entities is discouraged unless no feasible alternative exists



MEMORANDUM

City of Angels City Council

Date: May 6, 2025
To: City of Angels City Council
From: Amy Augustine, AICP – City Planner
Re: **Introduce, waive the first reading, hold a public hearing and set May 20, 2025, to consider Ordinance 545 amending Angels Municipal Code Section 17.09.120 adding a definition of “large format retail,” Revising Angels Camp Municipal Code Section 17.30.030 to allow Large Format Retail in excess of 80,000 square feet as a conditional use in the Shopping Center Commercial (SC) zoning district and amending Section 17.27.020 to allow large format retail establishments as a Conditional Use in the Community Commercial (CC) zoning district—both amendments subject to the same Large Format Retail requirements established in Section 17.30.050**

RECOMMENDATION

Introduce, waive the first reading, hold a public hearing and set May 20, 2025, to consider Ordinance 545 amending Angels Municipal Code Section 17.09.120 adding a definition of “large format retail,” Revising Angels Camp Municipal Code Section 17.30.030 to allow Large Format Retail in excess of 80,000 square feet as a conditional use in the Shopping Center Commercial (SC) zoning district and amending Section 17.27.020 to allow large format retail establishments as a Conditional Use in the Community Commercial (CC) zoning district—both amendments subject to the same Large Format Retail requirements established in Section 17.30.050.

BACKGROUND

The City adopted large format retail provisions in 2010 (Planning Commission Resolution 2010-09, July 8, 2010). At that time, the City established a maximum size limit of 80,000 square feet for the use. In comparison, the estimated average square footage of various retailers currently is as follows:

Store	Square footage (Approximate)/a/
Walmart Superstore	99,000-250,000 (average 187,000)
Home Depot	105,000 (indoor)
Walmart	105,000 average
Target	80,000-135,000 (some to 200,000) – average 125,000
Lowe’s	112,000 (average)
Safeway	47,000
Tractor Supply Company	31,000 (36,671 indoor/outdoor in Angels Camp)
Grocery Outlet	22,000
Dollar General	7,500 – 8,500 (9,100 Angels Camp)

/a/ Source: Generative AI, Google

Members of the community often express a desire for a “Target-type store that sells underwear and socks.” City Staff have asked local developers why the City has not attracted such a store to the City. The reply: “The City’s large format retail” restrictions. In response, City Staff are recommending that the City remove the size

limitations for large format retailers in the Shopping Center Commercial Zoning District (the area from SR 4/49 north). Further, the Central Commercial Zoning District (CC), extends from the intersection of SR 4/49 south to the Historical Commercial zoning district. The CC zone currently does not allow large format retail structures. Because vacant lands zoned CC exist at the intersection of 4/49, staff are recommending that the large format retail use be added as a conditional use in the CC zoning district.

Finally, no definition of “large format retail” has been adopted. This proposal includes a definition.

On April 10, 2025, the City of Angels Planning Commission considered the proposed code amendments. Based upon public input and Planning Commission discussions, the Planning Commission opted to eliminate large format retail facilities in excess of 80,000 square feet as a *permitted* use, as proposed by staff, and instead allow them subject to a conditional use permit to ensure that sufficient consideration of consistency with the health, safety, and general welfare of the city could be made in conjunction with such a use. With that change, the Planning Commission unanimously passed Resolution of Intent 25-05. The attached ordinance includes the Planning Commission’s recommendations.

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 purposes and intent of the Shopping Center Commercial District (SC) Zoning District, per Angels Municipal Code Section 17.30.010 are to:

*Provide a broad range of commercial uses for both residents and visitors. Typical uses include shopping centers, hotels, motels, restaurants, bars, department stores, specialty stores and professional offices. In addition, this designation is intended to provide live-work opportunities by allowing residential uses above, or in close association with, commercial establishments (e.g., mixed use) while maintaining the commercial use as the primary and most visible use. Generally, **permitted land uses in the SC zone may be larger and provide more opportunities for expanded and appropriately designed outdoor sales and displays than those permitted in the CC zone.** Consistent with the general plan, the SC zoning district is generally expected to extend from the intersection of SR 4 and SR 49 north to the city limits along major thoroughfares. (Ord. 516 §2 (Att. A), 2022)*

As highlighted, the SC zoning district is intended to provide for larger retail facilities. Unlike the historical commercial zoning district (HC) with its late 1800s and early 1900s buildings; the SC zone has more modern (e.g., Frog Jump Plaza, Tractor Supply) commercial structures. The addition of more modern, large-format retail in the SC zone could, therefore, be found consistent with the purposes and intent of the SC zoning district.

In contrast, the purposes and intent of the Community Commercial (CC) Zoning District, per Angels Municipal Code Section 17.27.010 are to:

*Provide a broad range of **light-to-moderate intensity commercial** uses for residents and visitors, with an emphasis on resident-serving. Typical resident-serving uses include grocery and specialty stores, schools, public facilities, multifamily housing in association with commercial uses; professional offices including real*

estate offices, medical offices, consulting services; small businesses; community recreational facilities. Typical visitor-serving uses include hotels, motels, restaurants, visitor centers, museums, theaters, visitor-serving recreational facilities. The zone is also intended to provide live-work opportunities by allowing upper-level residential uses above commercial establishments (e.g., mixed use). Consistent with the general plan, the CC zoning district is generally expected to extend along major thoroughfares from (but not including) the city's historical commercial (HC) zoning district northward to the intersection of SR 4 and SR 49 (i.e., the central portion of the city's commercial districts).

As highlighted, the commercial uses in the CC Zoning District are intended to be less intensive than in the SC District. Therefore, the largest "large format retail" could be inconsistent with the character of surrounding smaller-scale commercial, institutional and public uses in that district. At the same time, vacant land within the CC Zoning District borders the intersection of SR 4 and SR 49 and could lend itself to somewhat larger commercial uses (i.e., a transition between the largest commercial centers in the SC zone and existing smaller commercial uses in the CC District). Therefore, staff are recommending that large format retail could, under particular circumstances, be appropriate in the CC zone, and is proposing that it be made a conditional use (i.e., subject to a conditional use permit) in the CC Zone.

Based on the preceding, Finding A may be made.

Finding B – Consistency with the General Plan

Pertinent General Plan goals, policies, and programs include:

Goals

Goal 1E *Encourage well-designed commercial development compatible with the rural character of the community that contributes positively to both the city's economic base and the city's jobs/housing balance.*

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

Goal 10C *Promote a wide variety of economic opportunities consistent with the city's social, cultural, environmental, and aesthetic resources.*

Policies

1.C.2, 11.A.5, 11.B.6 Include/Consider aesthetic considerations when reviewing development proposals.

1.C.3 Enhance and maintain the unique character of each of the city's commercial regions visible from State Routes 4 and 49 as necessary to avoid the appearance of strip commercial development and maintain and enhance the city's community character.

10.C.1 **Maintain** *the city as the economic center of the county.*

11.A.1 *Integrate the varied local issues and needs of all sectors of the community (e.g., business, government, health, environment) in community design, to the maximum extent feasible.*

11.D.3 *Promote integrated, rather than scattered, visitor-serving commercial developments.*

11.D.7 *Avoid degeneration of the city's commercial districts resulting from vacant large, non-historic retail facilities.*

Implementation Programs

1.C.a Establish and Maintain Four Distinct Commercial Districts

Establish and maintain a general plan land use designation and consistent zoning districts as necessary to distinguish four distinct commercial areas in the city: ...

- A Community Commercial District (CC) emphasizing commercial service uses which serve the city's residents and job creation extending from the Historic District (HC) to the northern intersection of State Routes 4 and 49
- A Shopping Center Commercial District (SC) emphasizing heavy commercial uses extending north from the northern intersection of State Routes 4 and 49

1.C.b, 11.D.b Establish Design Guidelines for Each of the City's Distinct Commercial Districts1.E.g, 10An, 11Dd Consider Adopting Bonding Standards for Non-Historic Large Retail Facilities

Consider adopting a provision in the City of Angels Municipal Code to require bonding for large retail facilities sufficient to fund the removal of nonhistoric large, vacant retail space and adaptive reuse of large buildings and spaces should they become vacant.

1.E.h, 10.A.m, 11.D.e Provide a Community Forum to Establish Large Retail Facility Design Guidelines

Provide a public forum (i.e., public meeting or community committee) to address non-historic large retail facilities and identify guidelines for design, permitting and regulatory guidelines desirable for these facilities.

As reflected in the preceding general plan programs, the primary topics related to large retail facilities (aka large format retail) are:

1. Appearance – design consistency with the community due to size
2. Concerns that a large format retail facility could become permanently vacant and deteriorate, becoming an eyesore

In response, the City adopted its large format retail limits incorporated as Angels Municipal Code Sections 17.30.020(C) and design standards in Section 17.30.050 (See **Attachment A**).

Because the City adopted design standards for large format retail facilities and Planning Commission design review is required; the issue of aesthetics can be addressed through design review, rather than through size limitations. This would allow the City to both achieve its economic development goals and design goals by allowing large format retail, but only subject to design standards already established in the municipal code.

The Angels Municipal Code also now includes a requirement that all large format retail be subject to a Development Agreement. The purpose of this provision is to allow the City to address future uses and developer commitments for maintaining the building and its reuse should the initial use cease to exist. Such agreements are recorded with the County and follow the property. Therefore, changes in ownership pass along the commitment for building maintenance.

Based on the preceding, 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.

As noted above, "general welfare" in the form of abandonment of a large building or inconsistency with the surrounding design of other buildings in the area are the primary concerns. As noted, because the large format retail uses require Planning Commission review, concerns related to large format retail project appearance would be regulated for consistency with community character through design. Further, the use also requires a development agreement which allows the City to regulate how a large format retail structure would be reused or removed should it become vacant.

Based on the preceding, Finding C can be made.

FISCAL IMPACT:

Removing the restriction on size for large format retail in the SC zone could allow for increased retail sales and increased sales tax revenues for the city.

ENVIRONMENTAL FINDING:

Individual large format retail projects would be subject to review pursuant to the Angels Municipal Code based on individual project design and location at such time as a specific project and location is proposed. Until such time as a project is proposed, no direct or indirect physical changes to the environment may be determined and the project is therefore exempt pursuant Section 15378 (Definition of a Project) of the State and City guidelines for the implementation of the California Environmental Quality Act (CEQA). In addition, square footage limits for commercial districts were not contemplated as part of the Environmental Impact Report for General Plan 2020; therefore, the proposed amendment would remain consistent with the EIR certified for General Plan 2020.

ATTACHMENTS:

- A. Resolution of Intent 25-05
- B. Ordinance 545 with Proposed Code Amendments

**CITY OF ANGELS
PLANNING COMMISSION**

RESOLUTION OF INTENT NO. 25-05

**A RESOLUTION OF INTENTION OF THE CITY OF ANGELS PLANNING COMMISSION
RECOMMENDING TO THE CITY COUNCIL AMENDING SECTION 17.09.120 ADDING A DEFINITION OF
“LARGE FORMAT RETAIL,” REVISING ANGELS CAMP MUNICIPAL CODE SECTION 17.30.020 AND
17.30.050 REMOVING THE 80,000 SQUARE FOOT LIMIT ON LARGE FORMAT RETAIL ESTABLISHMENTS
IN THE SHOPPING CENTER COMMERCIAL (SC) ZONING DISTRICT AND AMENDING SECTION 17.27.020
TO ALLOW LARGE FORMAT RETAIL ESTABLISHMENTS AS A CONDITIONAL USE IN THE COMMUNITY
COMMERCIAL (CC) ZONING DISTRICT AND SUBJECT TO THE SAME LARGE FORMAT RETAIL
REQUIREMENTS ESTABLISHED IN SECTION 17.30.050**

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 in matters pertaining to planning; and

WHEREAS, a community representative has requested amending the large format retail requirements to facilitate commercial development; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 10, 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, Until such time as a project is proposed, no direct or indirect physical changes to the environment may be determined and the project is therefore exempt pursuant Section 15378 (Definition of a Project) of the State and City guidelines for the implementation of the California Environmental Quality Act (CEQA);

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council Amending Angels Municipal Code Section 17.09.120 adding a definition of “large format retail,” revising Angels Municipal Code Section 17.30.020 and 17.30.050 removing the 80,000 square foot limit on large format retail establishments in the shopping center commercial (SC) zoning district and amending section 17.27.020 to allow large format retail establishments as a conditional use in the community commercial (CC) zoning district and subject to the same large format retail requirements established in Angels Municipal Code Section 17.30.050 in accordance with **Attachment A**, 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 April 10, 2025, by Commissioner Stammerjohan and being duly seconded by Commissioner Whitford. PASSED AND ADOPTED THIS 10th day of April, by the following vote:

AYES: Broeder, Gordon, Stammerjohan, Whitford, Wendt

NOES:

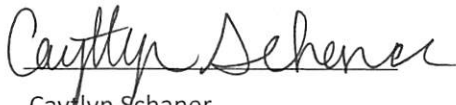
ABSTAIN:

ABSENT:

ATTEST:



John Broeder
Chairman


Caytlyn Schaner
Deput City Clerk



**CITY OF ANGELS
CITY COUNCIL
ORDINANCE 545**

AMEND THE CITY OF ANGELS MUNICIPAL CODE (AMC) SECTION 17.09.120 TO ADD A DEFINITION OF “LARGE FORMAT RETAIL,” REVISE AMC SECTION 17.30.030 ALLOWING LARGE FORMAT RETAIL IN EXCESS OF 80,000 SQUARE FEET IN THE SHOPPING CENTER COMMERCIAL ZONING DISTRICT, AND AMENDING AMC SECTION 17.27.020 ALLOWING LARGE FORMAT RETAIL ESTABLISHMENTS AS A CONDITIONAL USE IN THE COMMUNITY COMMERCIAL ZONING DISTRICT PER THE REQUIREMENTS ESTABLISHED IN AMC SECTION 17.30.050

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, a community representative requested amending the large format retail requirements to facilitate commercial development; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 10, 2025, and received public input on the proposed code amendment; and

WHEREAS, the Planning Commission passed Resolution of Intent 25-05 recommending to the City Council adoption of Ordinance 545; and

WHEREAS, the City of Angels City Council did publish a notice of public hearing on April 24, 2025, and did hold a public hearing on May 6, 2025, introducing the ordinance and set and held a second public hearing to consider adoption on May 20, 2025;

NOW THEREFORE BE IT RESOLVED that the City of Angels City Council hereby adopts Ordinance 545 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. Until such time as a project is proposed, no direct or indirect physical changes to the environment may be determined and the project is therefore exempt pursuant Section 15378 (Definition of a Project) of the State and City guidelines for the implementation of the California Environmental Quality Act (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 May 6, 2025, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on May 20, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Chimento, Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

Attachment A to Ordinance 545

Chapter 17.09 DEFINITIONS

17.09.120 L definitions.

“Large format retail” shall mean a single retail commercial tenant that occupies a minimum of 50,000 square feet or more.

Chapter 17.27 COMMUNITY COMMERCIAL DISTRICT (CC)¹

Sections:

17.27.010 Purposes and intent.

17.27.015 Existing uses.

17.27.020 Permitted uses.

17.27.025 Administrative conditional use permit.

17.27.030 Conditional uses.

17.27.040 Site development standards.

17.27.030 Conditional uses.

In the CC district, the following uses are subject to the issuance of a conditional use permit in accordance with Chapter 17.78:

- A. Tavern, nightclub, bar and/or cocktail lounge;
- B. Smoke shop;
- C. Firearms, weapons, ammunition sales;
- D. Gas stations including those with automobile service and repair;
- E. Mini-marts;
- F. Places of assembly, meeting halls, conference centers;
- G. Winery, brewery;
- H. Limited outdoor storage and displays associated with retail sales and/or services in compliance with Sections 17.37.060 and 17.37.070. The outdoor display and sales areas shall be directly related to the business occupying a primary structure on the subject parcel and shall not exceed more than twenty percent of the primary structure's gross floor area;
- I. New residential use, single-family (i.e., home not pre-existing prior to January 1, 2021);

- J. Residential use, multifamily;
- K. Residential hotels;
- L. Mobilehome parks;
- M. Hospitals;
- N. Ambulance service, taxi service;
- O. Animal hospitals, outdoors;
- P. Kennels, more than ten animals;
- Q. Feed store including animals and fowl in conjunction with a feed store;
- R. Recreation facility, outdoor; campgrounds, recreational vehicle parks, outdoor theaters;
- S. Flea markets;
- T. Funeral homes;
- U. Depots--bus, freight, rail--major facilities (excludes bus stops, small light transit facilities);
- V. Self-storage facilities;
- W. Recycling facilities, large (five hundred square feet or more);
- X. Car washes;
- Y. Distribution, freight facilities; package delivery services;
- Z. Warehousing, wholesaling;
- AA. Exterminator services, with on-site storage of vehicles or chemicals;
- BB. Research or testing laboratory;
- CC. Laundromats, dry cleaners, pick-up;
- DD. Heliport--emergency use;
- EE. Broadcasting studios (radio or television) with tower(s), telecommunications, internet facilities with tower(s);
- FF. Nonresidential freestanding solar energy systems (accessory use, private-single building); solar energy facilities, substations, solar farms--See also Chapter [15.28](#);
- GG. Off-street garage or lot, public or private;

HH. Businesses that involve limited small scale manufacturing, processing or treatment of goods or products which are clearly incidental to the retail business conducted on the premises and that are not objectionable due to noise, odor, dust, smoke, vibration or other similar causes and which do not contain more than three thousand square feet of floor area or that employ more than five persons at any one time such as bakeries, print or photocopy shops, dry cleaners, electronic appliance repair shops, cobbler shops, flower shops, upholstery shops, cabinet shops and other uses considered to be similar in the opinion of the planning commission;

II. Accessory uses and structures appurtenant to conditional use permits for which a conditional use permit has been issued.

JJ. Large format retail up to eighty thousand square feet in accordance with Section 17.30.050. This use requires a development agreement in addition to other entitlements.

Chapter 17.30 SHOPPING CENTER COMMERCIAL DISTRICT (SC)¹

Sections:

17.30.010 Purposes and intent.

17.30.020 Permitted uses.

17.30.025 Administrative conditional use permit.

17.30.030 Conditional uses.

17.30.040 Site development standards.

17.30.050 Large format retail.

17.30.020 Permitted uses.

All permitted uses in the SC district are subject to either an administrative site plan review pursuant to Chapter [17.73](#) or a site plan review pursuant to Chapter [17.74](#) unless otherwise exempted pursuant to those chapters. Permitted uses include:

- A. Retail sales and/or services, indoors unless otherwise listed in Section [17.30.030](#);
- B. Drive-through retail sales and/or services unless otherwise listed in Section [17.30.030](#);

- C. Large format retail, up to eighty thousand square feet in accordance with Section [17.30.050](#). Also requires a development agreement;
- D. Banks, and other financial institutions;
- E. Hotels, motels, inns, bed and breakfasts, vacation rentals;
- F. Professional office(s);
- G. Schools, churches, libraries, museums, art galleries, tourist information facilities;
- H. Restaurants, banquet halls, delis, fast food, take-out;
- I. Outdoor dining in conjunction with a restaurant when proposed in conjunction with the restaurant. Alcohol service is subject to Section [17.30.025](#);
- J. Winery, brewery;
- K. Health clubs, recreational facilities, indoor;
- L. Theaters, indoor;
- M. Private clubs, lodges, social clubs, cultural centers;
- N. Emergency shelters subject to the standards established in Section [17.52.030](#);
- O. Special needs housing regardless of size;
- P. Mixed Use--Residential/Commercial. This section is intended to allow second-floor housing units in ground-floor commercial buildings. Housing units located at the rear of commercial buildings also are permitted;
- Q. Medical clinics; hospitals;
- R. Ambulance service, taxi service;
- S. Animal hospitals, indoors;
- T. Kennels, animal spa, groomers indoors--ten animals or less;
- U. Plant nurseries (retail);
- V. Certified farmer's market, community gardens;
- W. Self-service laundry;
- X. Exterminator services, without on-site storage of vehicles or chemicals;
- Y. Public services and facilities including police stations, fire stations, administration, public parks;

- Z. Minor public facilities and infrastructure (e.g., water distribution, wastewater distribution, drainage facilities, pumps, lighting, light transit facilities);
- AA. Recycling facilities, small (less than five hundred square feet);
- BB. TV, radio, broadcast studios without towers;
- CC. Nonresidential rooftop solar energy systems (accessory use for private/single building)--See also Chapter [15.28](#);
- DD. Off-street garage or lot, public or private;
- EE. Accessory uses and structures appurtenant to permitted uses. (Ord. 516 §2 (Att. A), 2022)

17.30.030 Conditional uses.

In the SC district, the following uses are subject to the issuance of a conditional use permit pursuant to Chapter [17.78](#):

- A. Retail sales including outdoor sales and/or outdoor display areas in accordance with Section [17.37.060](#);
- B. Tavern, nightclub, bar and/or cocktail lounge;
- C. Smoke shop;
- D. Firearms, weapons, ammunition sales;
- E. Gas stations including those with automobile service and repair;
- F. Mini-marts;
- G. Residential use, multifamily;
- H. Residential hotels;
- I. Animal hospitals, outdoors;
- J. Kennels--more than ten animals;
- K. Feed store including animals and fowl in conjunction with a feed store;
- L. Recreation facility, outdoor; campgrounds, recreational vehicle parks; outdoor theaters;
- M. Flea markets;
- N. Funeral homes;

- O. Depots--bus, freight, rail--major facilities (excludes bus stops, small light transit facilities);
- P. Self-storage facilities;
- Q. Recycling facilities, large (five hundred square feet or more);
- R. Car washes;
- S. Machine shop, sheet metal shop, welding shop;
- T. Printing, publishing;
- U. Distribution, freight facilities; package delivery services;
- V. Warehousing, wholesaling;
- W. Exterminator services, with on-site storage of vehicles or chemicals;
- X. Research or testing laboratory;
- Y. Laundromats, dry cleaners, pick-up;
- Z. Heliport--emergency use;
- AA. Broadcasting studios (radio or television) with tower(s), telecommunications, internet facilities with tower(s);
- BB. Nonresidential freestanding solar energy systems (accessory use, private-single building)--See also Chapter [15.28](#), Small Residential Solar System Permitting;
- CC. Businesses involving limited small scale manufacturing, processing or treatment of goods or products which are clearly incidental to the retail business conducted on the premises and that are not objectionable due to noise, odor, dust, smoke, vibration or other similar causes and which do not contain more than three thousand square feet of floor area or that employ more than five persons at any one time such as bakeries, print or photocopy shops, dry cleaners, electronic appliance repair shops, cobbler shops, flower shops, upholstery shops, cabinet shops and other uses considered to be similar in the opinion of the planning commission;
- DD. Accessory uses and structures appurtenant to conditional use permits for which a conditional use permit has been issued. (Ord. 516 §2 (Att. A), 2022)
- EE. Large format retail facilities in excess of 80,000 square feet in accordance with Section 17.30.050. Also requires a development agreement.

17.30.050 Large format retail.

Site development standards for large format retail are as follows:

- A. Minimum lot area for a single large format retail store shall be five acres. Large format retail stores with two anchors shall be ten acres. Large format stores with three or more anchors shall be forty acres;
- B. Building coverage: large format retail stores shall not exceed eighty thousand square feet in area unless a conditional use permit is first obtained in accordance with 17.30.030(EF);
- C. Maximum building height: forty feet;
- D. Lot width: one hundred fifty feet minimum;
- E. Lot depth: one hundred fifty feet minimum;
- F. Minimum building setbacks:
 - 1. Front, ten feet;
 - 2. Side, N/A;
 - 3. Exterior side of a corner lot, same as front;
 - 4. Rear:
 - a. Principal building, twenty feet;
 - 5. Distance between buildings is subject to planning commission review;
 - 6. Vision clearance, thirty-five feet;
- G. All large format retail developments shall require a development agreement;
- H. All design components for large format retail stores are required to be approved by the planning commission. (Ord. 516 §2 (Att. A), 2022)



PUBLIC WORKS DEPARTMENT

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

DATE: May 6, 2025

TO: City Council

FROM: Dave Richard, City Water/Wastewater Engineer

RE: **AUTHORIZE ADDITION OF FOOTHILL VILLAGE WATER SUPPLY PROJECT TO APPROVED WATER/WASTEWATER CAPITAL IMPROVEMENT PROGRAM**

RECOMMENDATION

It is recommended that the City Council adopt **Resolution No. 25-21**, thereby adding the Foothill Village Water Supply Project to the previously approved 5-year Water/Wastewater Capital Improvement Project List with scheduling of the project for the 2025-2026 Fiscal Year.

BACKGROUND

The Foothill Village Senior Living Center (Foothill Village) is supplied water via a 10-inch pipeline in Dutsch Court (see attachment). The 10-inch pipeline is part of the water distribution system that delivers water to the Stelte subdivision, north of Vallecito Road. The distribution system receives water from a high pressure, 10-inch transmission pipeline connected to the 16-inch transmission main from the City Water Treatment Plant. Because of high pressures in the 10-inch transmission main, water is routed through a pressure reducing station prior to entering the distribution system for the Stelte subdivision. If the pressure reducing station were bypassed, resulting pressures in the distribution system could damage water services/plumbing within the service area.

Foothill Village is located approximately 110 ft above the Stelte subdivision. Because of this elevation differential, water delivery pressures are low at Foothill Village. During the peak summer demand period, water service to the upper floors of the senior living center has become problematic. To resolve this issue and to help meet fire flow requirements at Foothill Village, an alternate water supply line is necessary. Specifically, a connection to the 10-inch transmission main upstream of the existing pressure reducing station and construction of an 8-inch waterline is recommended. As illustrated in the attachment, the 8-inch pipeline would be routed within private property just north of the Stelte subdivision and connected to the 10-inch pipeline in Dutsch Court. A valved interconnection would be installed at that location to avoid over-pressuring the Stelte subdivision water distribution system should water be back fed into the distribution system. Construction of the recommended 8-inch waterline would require acquisition of right of entry from the property owner (Richard Roller) and a permanent 20-ft wide easement for future access for maintenance.



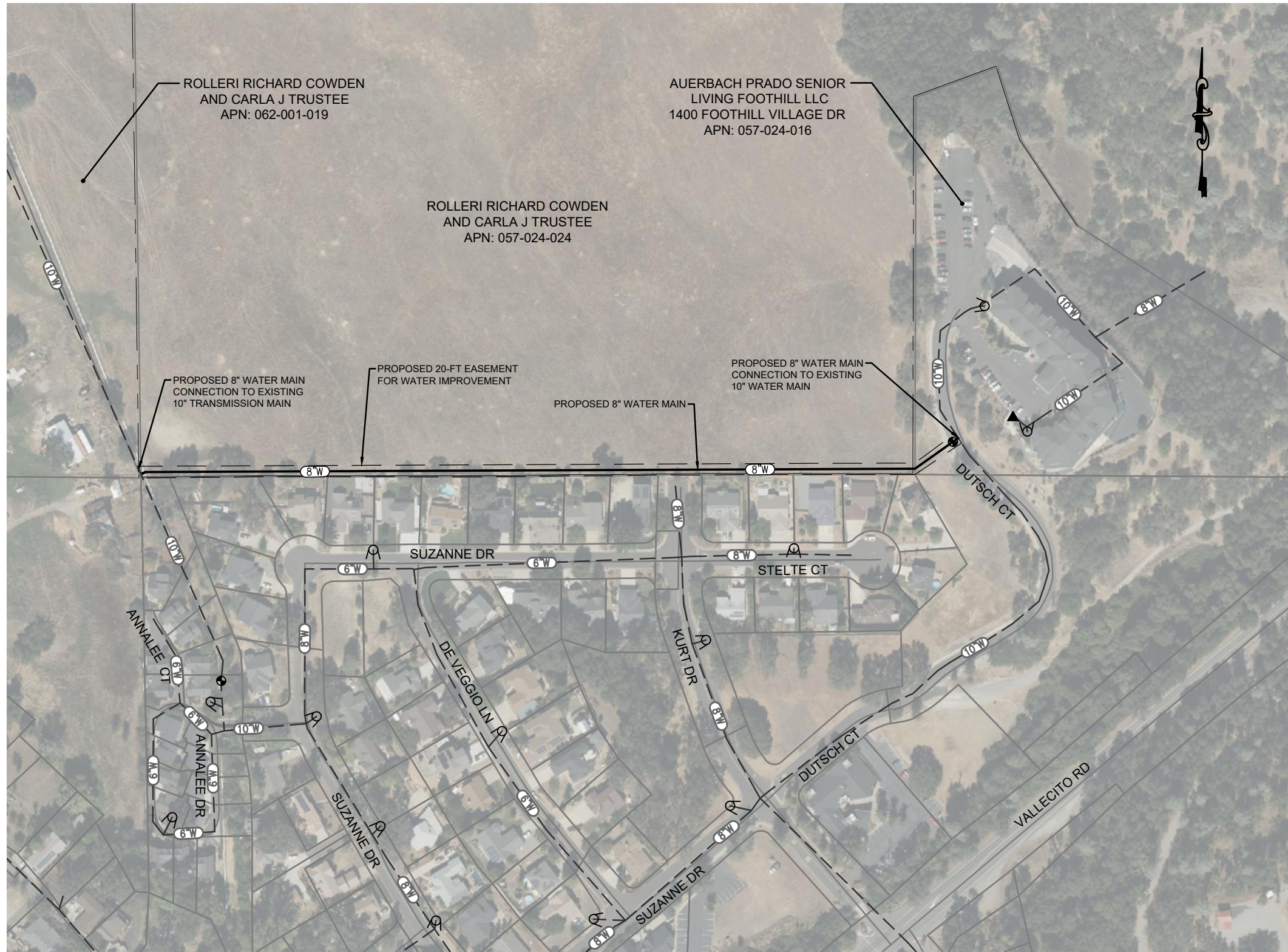
FISCAL IMPACT:

The Engineer's estimate for the project is \$660,000. Should the City Council approve the above-mentioned project, staff will include this project as a budget item towards the City's Sewer Fund for Fiscal Year 2025-2026.

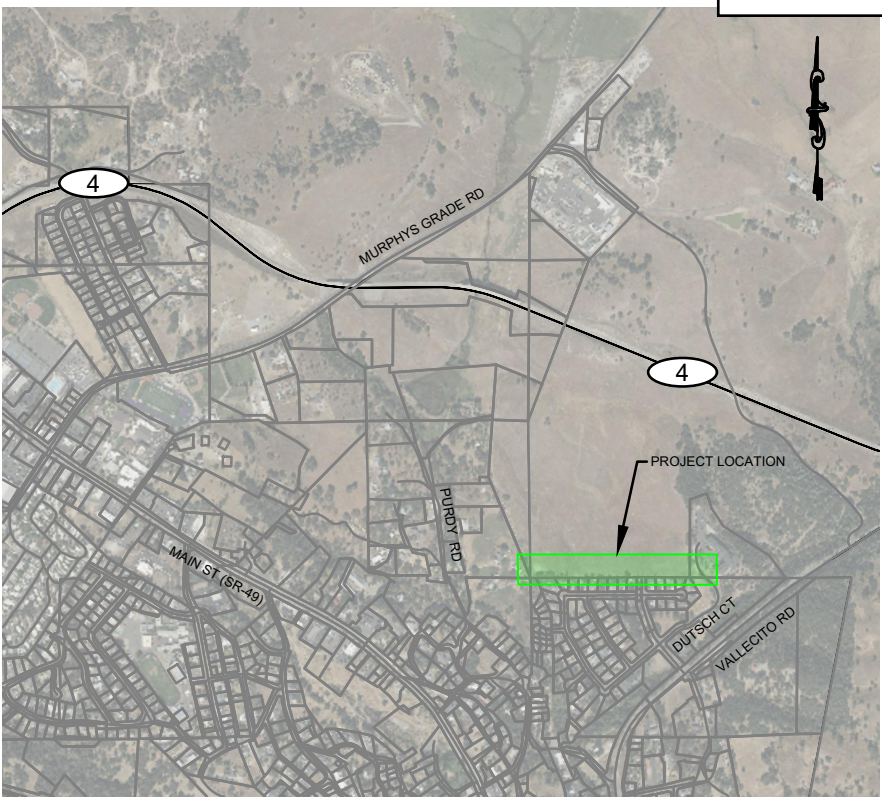
ATTACHMENT

1. Draft Resolution
2. Foothill Village Water Supply Project Exhibit.





SITE PLAN
SCALE: 1" = 100'



VICINITY MAP
SCALE: 1" = 800'

- LEGEND:**
- 8"W— PROPOSED 8" WATER
 - 6"W— EXISTING 6" WATER
 - 8"W— EXISTING 8" WATER
 - 10"W— EXISTING 10" WATER
 - ⊗ PRESSURE REDUCING VALVE
 - ▲ AIR RELEASE VALVE
 - ⊕ FIRE HYDRANT

CITY OF ANGELS
FOOTHILL VILLAGE WATER SUPPLY PROJECT
WATER SYSTEM IMPROVEMENTS PLAN

RESOLUTION 25-21**APPROVAL OF THE CITY COUNCIL OF THE CITY OF ANGELS TO ADD THE FOOTHILL VILLAGE WATER SUPPLY PROJECT TO THE APPROVED FIVE-YEAR (5-YEAR) WATER-WASTEWATER CAPITAL IMPROVEMENT PROJECT LIST WITH THE PROJECT SCHEDULING FOR THE 2025-2026 FISCAL YEAR**

WHEREAS, the Foothill Village Senior Living Center (Foothill Village) is supplied water via a 10-inch pipeline which is part of the water distribution system that delivers water to the Stelte subdivision, north of Vallecito Road; and

WHEREAS, the distribution system receives water from a high pressure, 10-inch transmission pipeline connected to the 16-inch transmission main from the City Water Treatment Plant; and

WHEREAS, because of high pressures in the 10-inch transmission main, water is routed through a pressure reducing station prior to entering the distribution system for the Stelte subdivision; and

WHEREAS, if the pressure reducing station were bypassed, resulting pressures in the distribution system could damage water services/plumbing within the service area; and

WHEREAS, Foothill Village is located approximately 110 ft above the Stelte subdivision; and

WHEREAS, because of this elevation differential, water delivery pressures are low at Foothill Village; and

WHEREAS, during the peak summer demand period, water service to the upper floors of the senior living center has become problematic; and

WHEREAS, to resolve this issue and to help meet fire flow requirements at Foothill Village, an alternate water supply line is necessary; and

WHEREAS, specifically, a connection to the 10-inch transmission main upstream of the existing pressure reducing station and construction of an 8-inch waterline is recommended; and

WHEREAS, as illustrated in the attachment, the 8-inch pipeline would be routed within private property just north of the Stelte subdivision and connected to the 10-inch pipeline in Dutsch Court; and

WHEREAS, a valved interconnection would be installed at that location to avoid over-pressuring the Stelte subdivision water distribution system should water be back fed into the distribution system; and

WHEREAS, construction of the recommended 8-inch waterline would require acquisition of right of entry from the property owner (Richard Roller) and a permanent 20-ft wide easement for future access for maintenance.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Angels, the City Council approves to add the Foothill Village Water Supply Project to the approved five-year (5-year) Water-Wastewater Capital Improvement Project (CIP) List with the project scheduling for the 2025-2026 Fiscal Year.

AYES :
NOES :
ABSENT :
ABSTAIN :

Michael Chimento, Mayor

ATTEST:

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



PUBLIC WORKS DEPARTMENT

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

DATE: April 18, 2025

TO: City Council

FROM: Dave Richard, City Water/Wastewater Engineer

**RE: RATIFY CONSTRUCTION SERVICES AGREEMENT WITH NJIRICH & SONS, INC.
FOR THE CITY OF ANGELS MARK TWAIN WATER SYSTEM IMPROVEMENTS
PROJECT AND AUTHORIZE EXECUTION BY THE CITY ADMINISTRATOR**

RECOMMENDATION:

It is recommended that the City Council adopt **Resolution No. 25-22**, thereby ratifying the Construction Services Agreement with Njirich & Sons, Inc. for the City of Angels Mark Twain Water System Improvements Project and authorizing execution of the Agreement by the City Administrator.

BACKGROUND:

Construction documents have been prepared by Dewberry for the project and the project bid opening occurred on March 11, 2025. The project was awarded to Njirich & Sons, Inc. at the March 18, 2025, Council meeting for a total amount of \$787,955.00. The Construction Services Agreement has been reviewed and signed by the City Attorney as well as by Njirich & Sons, Inc. Following contract ratification, a Notice to Proceed may be issued to Njirich & Sons, Inc.

FISCAL IMPACT:

The Mark Twain Water System Improvements Project is an approved Water and Wastewater Capital Improvements Project. The Engineer's estimate for the project is \$850,000.

ATTACHMENTS:

1. Draft Resolution
2. Construction Services Agreement and associated documents for Mark Twain Water System Improvements Project.



RESOLUTION 25-22

APPROVAL OF THE CITY COUNCIL OF THE CITY OF ANGELS TO RATIFY THE
CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF ANGELS AND
NJIRICH & SONS, INC. FOR THE MARK TWAIN WATER SYSTEM IMPROVEMENTS
PROJECT WITH AN AMOUNT NOT TO EXCEED \$787,955.00

WHEREAS, during the March 18, 2025 regular meeting, the City Council approved the award of a Construction Services Agreement to Njirich & Sons, Inc. (CONTRACTOR) following a bidding process and evaluation of all submitted proposals; and

WHEREAS, the said Construction Services Agreement awarded to CONTRACTOR has a not-to-exceed total of \$787,955.00; and

WHEREAS, during the above-mentioned regular meeting, the City Council directed staff to move forward with the contract process; and

WHEREAS, after deliberation and discussions between staff and counsels representing the Contractor and the City, the Construction Services Agreement (**see Attachment 1**) is now presented before City Council for its discussion and ratification.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Angels, the City Council approves the following:

- 1. Ratify the Construction Services Agreement between the City of Angels and CONTRACTOR for the Mark Twain Water System Improvement Project for the amount not to exceed \$787,955.00; and
- 2. Authorize the City Administrator to execute the agreement and other documents related to said project.

AYES :
NOES :
ABSENT :
ABSTAIN :

Michael Chimento, Mayor

ATTEST:

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

SECTION 00500

CONSTRUCTION SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF ANGELS
AND NJIRICH & SONS, INC.

Project No. WDP-1

Mark Twain Water Distribution System Improvements Project

THIS CONSTRUCTION SERVICES AGREEMENT (the "Agreement") is entered into by and between the CITY OF ANGELS, a California municipal corporation ("City"), and NJIRICH & SONS, INC., a California corporation ("Contractor"), on this ____ day of April, 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

- A. City seeks a duly qualified and licensed construction firm experienced in the construction of water distribution improvement projects for the performance of the City's Mark Twain Water Distribution System Improvements (the "Project").
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

G. 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 March 18, 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.

H. 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, THEREFORE, 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. General Conditions, Supplementary Conditions, and Technical Specifications of the City of Angels for the Mark Twain Water Distribution System Improvements 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, "General Conditions, Supplementary Conditions, and Technical Specifications of the City of Angels for the Mark Twain Water Distribution System Improvements Project." 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 Seven Hundred Eighty-seven Thousand Nine Hundred Fifty-five Dollars (\$787,955.00) (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 fifty (150) calendar 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 sixty (60) 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. White, City Attorney
1607 T Street
Sacramento, CA 95811

If to Contractor:

Njirich & Sons, Inc.
Attn: Shelley Njirich, President
19970 Kelly Drive
Sonora, CA 95370

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 (WDP-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 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 27 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

By: Cory Nijirich
Cory Nijirich (Apr 22, 2025 06:26 PDT)

Cory Nijirich

Print Name

Federal Tax ID or Social Security No:

77-0181970

DIR Registration Number:
1000005271

Attach Contractor's Seal Here

CITY OF ANGELS, a municipal corporation

By: _____
Pamela Caronongan, City Administrator

Date: _____

APPROVED AS TO FORM:



By: _____
For City Attorney

EXHIBIT A CONTRACTOR'S PROPOSAL FOR SERVICES

Bid Prices

Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BID SCHEDULE

BASE BID ITEMS

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
1	Mobilization/demobilization	LS	1	75,000 ⁰⁰	75,000 ⁰⁰
2	SWPPP implementation	LS	1	22,000 ⁰⁰	22,000 ⁰⁰
3	Traffic control	LS	1	40,000 ⁰⁰	40,000 ⁰⁰
4	Construct 6-inch waterline in Tuolumne Avenue	LF	178	210 ⁰⁰	37,380 ⁰⁰
5	Construct 6-inch waterline in Stanislaus Avenue	LF	597	185 ⁰⁰	110,445 ⁰⁰
6	Construct 6-inch waterline in Oneida Street	LF	502	180 ⁰⁰	90,360 ⁰⁰
7	Construct 8-inch waterline in Gold Cliff Road	LF	928	215 ⁰⁰	199,520 ⁰⁰
8	Install fire hydrant	EA	2	10,000 ⁰⁰	20,000 ⁰⁰
9	Install air release valve	EA	3	7,500 ⁰⁰	22,500 ⁰⁰
10	Install in-line blow-off	EA	2	8,000 ⁰⁰	16,000 ⁰⁰
11	Install dead-end blow-off	EA	1	7,500 ⁰⁰	7,500 ⁰⁰
12	Construct connection to existing pipeline – Tuolumne Avenue	LS	1	15,000 ⁰⁰	15,000 ⁰⁰
13	Construct connection to existing pipeline – Stanislaus Avenue/Pacific Avenue	LS	1	16,000 ⁰⁰	16,000 ⁰⁰
14	Construct connection to existing pipeline – Oneida Street/Pacific Avenue	LS	1	14,000 ⁰⁰	14,000 ⁰⁰
15	Construct connection to existing pipeline – Gold Cliff Road/Mark Twain Road	LS	1	14,000 ⁰⁰	14,000 ⁰⁰
16	Reconnect residential water services	EA	25	2,000 ⁰⁰	50,000 ⁰⁰
17	Reconnect fire hydrant	EA	2	6,000 ⁰⁰	12,000 ⁰⁰
18	Sheeting, shoring, and bracing	LS	1	20,000 ⁰⁰	20,000 ⁰⁰
TOTAL BID ITEMS 1-18					\$781,705 ⁰⁰

City of Angels

Addendum 3 - 3

19002

Mark Twain Water Dist. Sys. Imp. Project

March 10, 2025

u:\19002 - angelscamp_city engineer svcs - ci of angels\water\bidding support\mark twain water sys\addendum 3\add3.docx

ADDITIVE BID ITEM

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
A-1	Removal of Hard Rock Material	CY	250	25 ^{<u>00</u>}	6,250 ^{<u>00</u>}
TOTAL ADDITIVE BID ITEM					\$ 6,250 ^{<u>00</u>}

TOTAL BASE BID PLUS ADDITIVE BID	\$ 787,955 ^{<u>00</u>}
----------------------------------	---------------------------------

TOTAL BASE BID PLUS ADDITIVE BID WRITTEN OUT Seven Hundred
Eighty Seven Thousand, Nine Hundred and
Fifty Five Dollars + 00/100

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.



Agreement with City of Angels

Final Audit Report

2025-04-22

Created:	2025-04-18
By:	Pamela Caronongan (pamelacaronongan@angelscamp.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYSeaXOhRCWflrZHvD_gis_hMt1fvnha-

"Agreement with City of Angels" History

-  Document created by Pamela Caronongan (pamelacaronongan@angelscamp.gov)
2025-04-18 - 9:01:53 PM GMT
-  Document emailed to Cory Nijirich (cory@njirichandsons.com) for signature
2025-04-18 - 9:01:59 PM GMT
-  Email viewed by Cory Nijirich (cory@njirichandsons.com)
2025-04-22 - 12:54:09 PM GMT
-  Document e-signed by Cory Nijirich (cory@njirichandsons.com)
Signature Date: 2025-04-22 - 1:26:28 PM GMT - Time Source: server
-  Agreement completed.
2025-04-22 - 1:26:28 PM GMT



MEMORANDUM

City of Angels City Council

Date: May 6, 2025

To: City of Angels City Council

From: Aaron Brusatori, PE – City Engineer

Re: Amendment #1 - Task Order #20
2024-25 Transportation Funding and City Project Engineering

Recommendation:

Increase budget for Task Order #20 by \$25,423 to fund additional work effort requested by the City.

Background:

Dewberry Engineers provides City Engineering Services for the City of Angels Camp per a three-year contract executed on July 6, 2022. Work under this contract is authorized through the approved Task Orders within the annual budget limits set by the City Council. The current Task Order #20 was initially approved for \$70,000.

Our subconsultant, REY Engineering, provides City Engineering Services. The staff member who initially delivered this contract component, Aaron Brusatori, switched firms and is now working with Lumos & Associates. Lumos has been added to the contract to maintain the continuity of those services and existing relationships.

Amendment #1 Request:

Lumos and Associates have forecasted an overrun on Task Order #20 due to the services requested exceeding the original budget approved for this task order. To offset the amount of the amendment request, Dewberry and REY have transferred \$27,577 of the unused budget to Lumos. With this transfer, we will need an amendment of \$25,423 bringing the Task Order total to \$95,423 to cover the estimated costs. The following tasks will be included with this amendment:

As Needed City Engineering Services	\$20,000
Safe Streets and Roads for All Grant Assistance	\$6,000
Former Napa Auto Parts – 2 Exhibits and Cost Estimate	\$14,000
Pickle Porch Parking – Exhibit and Cost Estimate	\$10,000
Birds Way – Observations and Reporting (Completed)	\$3,000
TOTAL	\$53,000

Amendment Summary:

	Original Task Order Total	Budget Adjustment	Revised Task Order Total
Dewberry	\$15,000	-\$14,500	\$500
REY	\$20,000	-\$13,077	\$6,923
Lumos	\$35,000		\$35,000
Budget Transfer from Dewberry and REY to LUMOS		\$27,577	\$27,577
Amendment #1 Request		\$25,423	\$25,423
TOTAL	\$70,000	\$25,423	\$95,423

Discussion:

Approving this item will allow the City Engineer to perform the services described above. These services include continued engineering support, preparation of exhibits and cost estimates for Pickle Porch Parking and for the former Napa Auto Parts parcel.

Financial Impact:

The cost of this amendment is \$25,423, which will be funded via the City's General Fund.

Environmental Evaluation:

This action is exempt from CEQA.

Attachments:

- A. Draft Resolution
- B. Draft: February 6, 2025 Amendment 1 – Task Order No. 20 Request from Dewberry
- C. Task Order No. 20

RESOLUTION 25-25**APPROVAL OF THE CITY COUNCIL OF THE CITY OF ANGELS FOR A FIRST AMENDMENT TO TASK ORDER NO. 20 THEREBY AUTHORIZING FUNDING FOR ADDITIONAL WORK FOR ENGINEERING SERVICES AND THE CORRESPONDING BUDGET APPROPRIATION NOT TO EXCEED \$25,423**

WHEREAS, the City of Angels currently has a three-year contract with Dewberry Engineers for engineering services; and

WHEREAS, work under the above-mentioned contract between the City and Dewberry Engineers are authorized through approved Task Orders with the annual budget limits set by the City Council; and

WHEREAS, Task Order No. 20 was initially approved for \$70,000; and

WHEREAS, REY Engineering – a sub-consultant for Dewberry Engineering, provides City Engineering under Task Order No. 20; and

WHEREAS, a key engineer employed by REY Engineering and is familiar with all projects under Task Order No. 20 is now employed with Lumos & Associates; and

WHEREAS, to maintain continuity and minimize disruptions to all projects under Task Order No. 20, Lumos & Associates has been added to the contract; and

WHEREAS, Lumos & Associates have forecasted an overrun on Task Order No. 20 due to services requested by the City which exceeds the original budget approved for Task Order No. 20; and

WHEREAS, Task Order No. 20 would require an amendment – Amendment No. 1 – which would entail the transfer of \$27,577 from Dewberry and REY to Lumos & Associates; and

WHEREAS, after the above-mentioned transfer, additional budget appropriation with an amount not to exceed \$25,423 is still required; and

WHEREAS, the City will be utilizing General Fund monies for the requested additional budget appropriation with a not-to-exceed amount of \$25,423; and

WHEREAS, the revised total amount for Task Order No. 20 which would be memorialized via Task Order No. 20 – Amendment No. 1 would be \$95,423; and

WHEREAS, the following tasks covered under Task Order No. 20 – Amendment No. 1 are outlined (**see Attachment 1**).

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Angels, the City Council approves the First Amendment to Task Order No. 20 (referred to as Task Order No. 20 – Amendment No. 1).

AYES :
NOES :
ABSENT :
ABSTAIN :

Michael Chimento, Mayor

ATTEST:

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



April 30, 2025

City of Angels Camp
Attn: Ms. Pamela Caronongan
P.O. Box
Angels Camp, CA 95222

Subject: Amendment #1 – Task Order #20 2024/25 Transportation Funding and City Project Engineering

Dear Mrs. Caronongan,

Thank you for the opportunity to provide the City of Angels Camp with City Engineering services. This year, the amount of work requested under this task order has exceeded the initial budget allocation, and we are requesting an amendment of \$23,000 to complete the tasks anticipated between now and June 31, which is the last day of the task order.

Understanding:

Dewberry Engineers provides City Engineering Services for the City of Angels Camp per a three-year contract executed on July 6, 2022. Work under this contract is authorized through the approved Task Orders within the annual budget limits set by the City Council. The current Task Order #20 was initially approved for \$70,000.

Our subconsultant, REY Engineering, provides City Engineering Services. The staff member who initially delivered this contract component, Aaron Brusatori, switched firms and is now working with Lumos & Associates. Lumos has been added to the contract to maintain the continuity of those services and existing relationships.

Amendment #1 Request

Lumos and Associates have forecasted an overrun on Task Order #20 due to the services requested exceeding the original budget approved for this task order. Dewberry and REY had scope associated with this task order that has not been utilized and are forecasting cost savings. To offset the amount of the amendment request, Dewberry and REY have transferred \$30,000 of the unused budget to Lumos. With this transfer, Lumos will need an amendment of \$23,000, bringing the Task Order total to \$93,000. The following tasks will be completed with this amendment:

As Needed City Engineering Services	\$20,000
Safe Streets and Roads for All Grant Assistance	\$6,000
Former Napa Auto Parts – 2 Exhibits and Cost Estimate	\$14,000
Pickle Porch Parking – Exhibit and Cost Estimate	\$10,000
Birds Way – Observations and Reporting	\$3,000
TOTAL	\$53,000

Amendment Summary

	Original Task Order Total	Budget Adjustment	Revised Task Order Total
Dewberry	\$15,000	-\$14,500	\$500
REY	\$20,000	-\$15,500	\$4,500
Lumos	\$35,000		\$35,000
Budget Transfer from Dewberry and REY to LUMOS		\$30,000	\$20,000
Amendment #1 Request		\$23,000	\$33,000
TOTAL	\$70,000	\$23,000	\$93,000

Thank you for considering this request. Please let me know if you have any questions.

Sincerely,

Approved by:



Rebecca Neilon, P.E.
Project Manager

Pamela Caronongan
City Administrator



Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670-6061

916.363.4210
www.dewberry.com

August 12, 2024

City of Angels
Attn: Mr. Steve Williams
Interim City Administrator
Angels Camp

Subject: Task Order #20 – 2024/25 Transportation/Grant Assistance and City Project Engineering

Dear Mr. Williams,

This Task Order #20 is to provide Transportation/Grant Assistance and City Project Engineering services for the 2024/2025 fiscal year.

Understanding

Dewberry Engineers Inc. (Dewberry) provides City Engineering Services for the City of Angels Camp per a three-year contract executed on July 6, 2022. The City desires to continue utilizing Dewberry for the City transportation engineering services. This task order formally authorizes work approved in the 2024/25 City budget.

Scope of Services

The following is a summary of duties that may be requested of the Contract Engineer. Management of this task order requires regular communication between the Dewberry Team and the City Administrator to ensure priority tasks are being delivered within the fiscal constraints of this task order.

The outline below is not intended to represent the entire scope of work for this task order but rather a substantial list of tasks identified by the City.

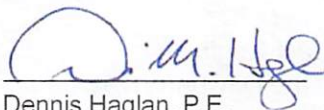
1. Develop and manage the City's Capital Improvement Program
2. Provide project management services including, evaluation, programming, design, and construction of capital projects
3. Oversight consultant of requests for proposals and/or construction services including the advertising and bid process for projects; evaluation of proposals and recommendations for project award; negotiation and administration of contracts for construction projects
4. Participate in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources
5. Identify grant funding opportunities, develop and write grant applications, and manage grant reporting responsibilities
6. Prepare plans, specifications, and estimates for projects delivered by the City

7. Represent the City within the community and with outside agencies
8. Ensure City compliance with all Federal, State, County, and local laws and regulations
9. Manage projects that are Federal, State, or locally funded following required policies including Caltrans Local Assistance Procedures Manual
10. Monitor and make recommendations in relation to changes in laws, regulations, and technology that may affect City operations; implement policy and procedure changes required
11. Prepare reviews and present staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary
12. Provide an emergency response in times of infrastructure failure, unusual weather, and other disasters such as flooding, earthquake, fire, etc.
13. Perform right-of-way engineering, mapping, and surveying as required for projects delivered by City
14. Provide construction management, inspection, and related support services as required for projects delivered by City

Fee Estimate

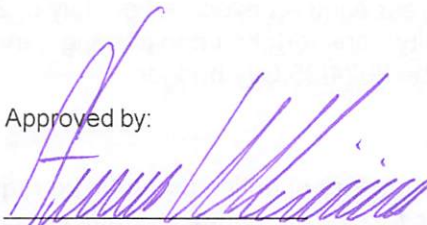
The fee for the fiscal year 2024/25 is \$70,000

Sincerely,



Dennis Haglan, P.E.
Principal In Charge

Approved by:



Mr. Steve Williams
Interim City Administrator

City of Angels Camp

Budget Adjustment Request

Department: 2000 - Engineering

Date: 5/6/2025

Account Number	Account Description	Previous Budget Balance	Change Request Amount: Expense Inc/(Dec), Revenue (Inc)/Dec	New Budget Balance DB/(CR)
010-2000-50087-0000	Engineering Services	\$ 170,000.00	\$ 25,423.00	\$ 195,423.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total*		\$ 170,000.00	25,423.00	\$ 195,423.00

Justification:

Additional work Task Order #20 Amendment #1. Dewberry Engineers overrun due to services requested exceeding the original budget.

Authorizations:

Department Manager

Date: _____

Finance Director: Michelle Gonzalez

Date: _____

Administrator:**

Date: _____

Entered into System by:

Date: _____

*Total must be zero unless additional budget authorization given by Council.

****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: May 6, 2025
TO: City Council
FROM: Chris O'Flinn, Public Works Superintendent

RE: AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR GRAZING LEASE OF CITY-OWNED PROPERTY AT 2600 SOUTH MAIN STREET

RECOMMENDATION:

Staff recommends that the City Council authorize staff to issue a Request for Proposals (RFP) for the lease of approximately 220 acres of City-owned pasture land for grazing purposes.

BACKGROUND:

The City of Angels owns approximately 220 acres located at 2600 South Main Street, including a 15-acre storage reservoir, 0.25-acre pond, and other infrastructure. This land is primarily used for effluent disposal as part of the City's wastewater operations. For the past several years, the City has leased this land to local ranchers for cattle grazing. The current lease will expire in July 31, 2025.

To ensure free and open competition and in compliance with best public agency practices, staff prepared a new RFP soliciting proposals from interested parties for a new grazing lease. The RFP outlines property details, use restrictions, and requirements for protection of City facilities and compliance with State Water Quality Control Board regulations.

DISCUSSION:

Key details of the RFP include:

- Approximately 220 acres available for grazing, with treated effluent disposal areas subject to special vegetation management requirements.
- Grazing to support control of vegetation and prevent wildland fire risks.
- Lessee must comply with Regional Water Quality Control Board permits and City operational needs.
- City facilities, including sprayfields and pump houses, must remain accessible and protected.
- Potential future City activities on the property (e.g., Police Department gun range) are disclosed.
- Proposals will be evaluated based on offered price, proposer's past performance, conformance with City requirements, and availability for consultation.

City Staff will advertise this RFP in the local news paper, website, Public Purchase and two local post office locations. Proposals will be due by June 6, 2025 by 3:00 pm, City Hall 200 Monte Verda, Ste B, Angels Camp, email, Public Purchase, or by mail. Staff will return to City Council with a recommendation to award the lease following review of submitted proposals.

FISCAL IMPACT:

Lease revenue will offset City operational costs associated with property maintenance and support

wastewater treatment operations. The previous lease generated \$7,500 annually; staff anticipates an improved revenue amount based on market interest.

Section 9, Item H.

ENVIRONMENTAL REVIEW:

The lease of the land for continued grazing use is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as it involves negligible or no expansion of existing use.

ATTACHMENTS:

1. Draft Request for Proposals (RFP) – Pasture for Rent





CITY HALL

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

CITY OF ANGELS PASTURE FOR RENT - REQUEST FOR PROPOSALS (RFP)

Proposals Due: June 6, 2025, 3:00 pm, City Hall 200 Monte Verda, Ste B, Angels Camp. In person or by mail or email coa@angelscamp.gov.

I. LOCATION

2600 South Main Street, Angels Camp, California

II. PROPERTY DESCRIPTION

Approximately 220 acres, mostly dry land, with:

- 15-acre storage reservoir
- 0.25-acre pond
- Two outbuildings
- 66 acres used for treated effluent disposal
- Three springs onsite

Lessee is responsible for maintaining and repairing all fencing surrounding the property.

III. RESTRICTIONS AND CONDITIONS

- Land is regulated by a State of California Regional Water Quality Control Board Waste Discharge Requirement permit; all permit conditions shall apply to the renter.
- City facilities must be protected and accessible to City employees and representatives.
- Facilities include two pump houses, 1,300 spray heads, valve boxes, and air relief valves.
- Effluent spills, ruptured piping, or hazardous conditions must be reported to the City immediately.
- Lessee is responsible for repairing any damage they cause, for example sprinklers, fencing, etc.; failure to do so in a timely manner may result in lease termination.
- No potable water onsite; residential use is not permitted.
- The City may conduct an annual wildland fire training on the dam face.
- A Police Department has a gun range at the abandoned stock pond; Police will have use of that area for events.
- All City Codes and Ordinances apply, including livestock control, business licensing, permitted land uses, hazardous waste, and controlled burning.

- Vegetation in sprayfield areas must be maintained to support spray operations and minimize wildfire risk.

IV. PARCELS AVAILABLE FOR RENT

Assessor Parcel Numbers: 64-07-33, 64-07-03, 64-07-60, 64-07-59, 64-03-26, 64-05-01, 64-65-41, 64-05-22, 64-05-12, 64-05-26, 64-04-05

V. SITE VISITS

Contact Chris O'Flinn, City Public Works Superintendent, at (209) 736-2412 or chrisoflinn@angelscamp.gov to schedule an inspection.

VI. SUBMISSION PROCEDURES

Proposals must be:

- Submitted in writing to: City of Angels, 200 Monte Verda, Ste B., Angels Camp, CA 95222 or by mail PO Box 667, Angels Camp, CA 95222 or by email COA@angelscamp.gov or through Public Purchase online.
- Received no later than June 6, 2025, 3:00 pm
- Sealed and clearly marked "Pasture for Rent Proposal"
- Signed by the owner/proposer or an authorized representative

VII. PREPARATION OF PROPOSALS

- A. Complete all required information on the proposal form. Incomplete proposals may be disqualified.
- B. Use ink or typewritten text. Corrections must be initialed.
- C. No corrections or modifications will be accepted after the deadline.
- D. No faxed, telephoned, or emailed proposals will be accepted.
- E. Include any exceptions to terms on the proposal form or as a marked attachment.

VIII. EVALUATION AND AWARD

Proposals will be evaluated based on:

1. Proposed rental price
2. Past performance and service to the City
3. Availability of representatives for consultation
4. Conformance to City requirements

The City reserves the right to:

- Reject any or all proposals
- Waive informalities
- Accept the proposal in the City's best interest

In the event of a tie for highest offer, the winner will be determined by random draw.

The City's decision shall be final.





CITY HALL

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

DATE: May 6, 2025
TO: City Council
FROM: Michelle Gonzalez, Finance Director
RE: **RESOLUTION NO. 25-20 AUTHORIZING THE ROLLOVER OF CALAVERAS LOCAL FIRE PROTECTION TAX REVENUE BETWEEN 100 AND 110 PERCENT PER SEC 3.5709€ OF FY 2024-25 ESTIMATE**

RECOMMENDATION:

Adopt Resolution No. 25-20 authorizing the City of Angels Camp to retain, as a cash carryover, Measure A revenue received in FY 2024-25 that exceeds 100 percent but does not exceed 110 percent of the estimated sales tax revenue.

BACKGROUND:

Measure A, the Calaveras Local Fire Protection Sales Tax, provides vital funding for fire protection services across Calaveras County, including the City of Angels Camp. The ordinance governing the use and distribution of this tax (Section 3.5709(e) of the County Code) provides specific direction regarding the retention and return of revenue that exceeds annual estimates.

The FY 2024-25 estimate for countywide revenue from Measure A was \$2,550,000. As of the April 2025 distribution, the County has received \$2,462,221.69, representing 96.5% of the estimate, with two more distributions remaining (May and June). Staff anticipates total revenue will exceed both 100% and possibly 110% of the estimate.

DISCUSSION:

Section 3.5709 (E) of the ordinance allows agencies to retain revenue between 100% and 110% of the estimated annual amount as cash carryover, provided the agency formally notifies the County Auditor of this intent through board or council action. Retained funds must still be used for approved Measure A purposes.

If no action is taken, funds exceeding 100% of the estimate will revert to the countywide Calaveras Local Fire Protection Fund and be redistributed among all ten agencies in FY 2025-26. Therefore, timely council action is necessary to ensure the City of Angels retains this additional revenue for local use in future years.





CITY HALL

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

By adopting this resolution, the City will be eligible to retain up to 10% of the estimated revenue, about \$23,000 more than the base allocation, bolstering available resources for fire protection services in FY 2025-26.

FINANCIAL IMPACT:

Potential retention of up to \$23,000 in Measure A revenue for use in FY 2025-26.

ATTACHMENTS:

- Resolution No. 25-20



**CITY OF ANGELS
CITY COUNCIL
RESOLUTION NO. 25-20**

A RESOLUTION OF THE CITY OF ANGELS ELECTING TO RETAIN REVENUE IN EXCESS OF ESTIMATES PURSUANT TO SECTION 3.5709(e)

WHEREAS, Section 3.5709(e) of the County Code allows each participating district and the City of Angels Camp to retain revenue received under the Countywide sales tax allocation formula when actual revenue received is between 100 and 110 percent of the estimated amount for the fiscal year; and

WHEREAS, in order to exercise this option, each district or city must notify the County Auditor of their election to retain such excess revenue; and

WHEREAS, the City Council of the City of Angels has reviewed the revenue estimates and wishes to retain any qualifying excess revenue as provided under Section 3.5709(e);

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

1. The City of Angels hereby approves retaining the allowed cash carryover generated by the district's share of revenue from the Calaveras Local Fire Protection Tax this fiscal year that is between 100% and 110% of the estimated revenue for the fiscal year ending June 30, 2025.
2. The City of Angels directs staff to promptly notify the Calaveras County Auditor of this Resolution in writing.
3. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 6 day of May, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael Chimento, Mayor

ATTEST:

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



CITY ADMINISTRATION

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

DATE: May 6, 2025

TO: City Council

FROM: Pam Caronongan, City Administrator

RE: DISCUSS AND CONSIDER REQUEST FROM ALTAVILLE CEMETERY DISTRICT TO WAIVE METER EVALUATION FEES FOR THE CATHOLIC CEMETERY AND PROTESTANT CEMETERY WITH A TOTAL AMOUNT OF \$600

RECOMMENDATION

Staff recommends the City Council to:

1. Review, discuss, and consider the fee waiver request received from the Altaville Cemetery District to waive meter evaluation fees in total of \$600.00. The fees are in conjunction with the review of existing water meters for two of the three District cemeteries – Catholic Cemetery (#005055-001) and the Protestant Cemetery (#005055-000); and
2. Provide staff with direction regarding the above-mentioned request.

Staff advises the City Council, while considering this fee waiver request, to note the existence of **Resolution No. 22-12 – No Fee Waiver Policy**, which was adopted by City Council on April 19, 2022.

BACKGROUND

The City received a Utility Revision Application request and a fee waiver request form from Altaville Cemetery District Board Chair Rex Whittle dated February 4, 2025.

The above-mentioned Utility Revision Application is for the review of the City's existing water meters located in two of the three Cemetery District's location – the Catholic Cemetery and the Protestant Cemetery. The Cemetery District wishes to change their current 1" water meters to 5/8" water meters.

Location	Account Number	Fee Waiver Requested
Catholic Cemetery	005055-001	\$300.00
Protestant Cemetery	005055-000	300.00
TOTAL		\$600.00



The City utilizes fees collected for this purpose to pay for the consulting engineer's cost for water meter evaluation.

Staff defers the decision to grant (or not grant) the above-mentioned request from the Altaville Cemetery District to the City Council in conformance to Resolution No. 22-12, which thereby stipulates the following:

1. That the waiving of fees must be done in a manner as to not create a gift of public funds, and
2. That to waive fees of any kind and requests for such can be treated as a variance to be addressed by City Council as a variance to the policy.

The City, in adherence to its own Policy, charges its own city departments for water meter evaluation since said fees are used to pay for the consulting engineer's cost.

FISCAL IMPACT

Should the City Council partially or fully grant the fee waiver as requested by the Altaville Cemetery District, the City will be paying for the consulting engineer's costs for water meter evaluation using the City's Water Funds.

ATTACHMENTS

1. Utility Revision Application and Fee Waiver Request dated February 2024
2. Resolution No. 22-12



Altaville Cemetery District
Established 1926

Rex Whittle, Chair
Carla Roller, Vice Chair
Paula Broglio, Trustee
Lorena Darby, Trustee
Valeries Raggio-Apley, Trustee

P.O. Box 1034
Angels Camp, CA 95222
209-263.1240
altavillecemetery@gmail.com

Debbie Ponte, General Manager

February 4, 2025

City of Angels
Water Department
P.O. Box 667
Angels Camp CA 95222

Dear Water Department,

Attached is the Utility Review Application to review our existing water meters for two of our three cemeteries - Catholic Cemetery #005055-001 and the Protestant Cemetery #005055-000. Currently, we have no water meter in the Serbian Cemetery. These two meters are currently 1" meters and we wish to change them out to 5/8" meters.

The primary use of water is for limited landscaping (a few trees and shrubs in each cemetery) and for guests to put water in flower vases and/or wash hands.

In addition, we ask that you consider waving one of the fees for the meter evaluation as we are a public cemetery with limited taxpayer funds associated from property tax within our 95222 and 95221 zip codes. This waiver would be appreciated.

If you have any questions, please contact our General Manager - Debbie Ponte via the ACD email at altavillecemetery@gmail.com; by phone at 209-263-1240, by mail ACD, P.O. Box 1034, Angels Camp, CA 95222, and/or by physical address at 300 S. Main Street, Angels Camp, CA 95222.

We look forward to working with you as you determine if we fit the criteria for a reduction in our water meter size.



Rex Whittle
Board Chair

UB Account #: 005 055-000 - Protestant

Date: 2-3-25

Section 9, Item J.

Telephone (209) 736-2181

CITY OF ANGELS
Utility Revision Application

200 Monte Vista St STE B.
- Mailing address: PO Box

Revision of Existing Water Service - Meter Size Change

Application Non-Refundable Fee of \$300.00

PROPERTY OWNER INFORMATION:

Last Name: Altaville Cemetery District First Name: _____ MI: _____

Meter Location Address: _____

Mailing Address: PO Box 1034

City/St/Zip: Angels Camp CA 95222

Home Phone: () 6 Cell Phone: (209) 263-1240 Work Phone: () _____

PREMISES IS USED FOR: (Check applicable box)

☐ Single Family Resident; ☐ Commercial; ☐ Public (School, etc.); ☒ Other purposes (Describe below);

① Cemetery - Catholic 449 Stockton Rd 005 055-001

② Cemetery - Protestant 260 Stockton Rd 005 055-000

FIRE PROTECTION: (Check applicable box)

☐ This property has fire sprinklers operated through a single meter serving both the house and fire sprinklers

☐ This property has a separate meter for fire sprinklers and separate meter for domestic use

☒ This property does not have fire sprinklers.

ENGINEERING: (California Plumbing Code 610.2)

This Property uses or has: (Check all that apply) X

☐ Water softener

☐ Water filters If so, please specify type: _____

☐ Tankless water heater

☐ Backflow device

All blanks must be filled in; any omissions will delay the process. The applicant must pay a non-refundable fee of \$300 per meter upon submittal of the Utility Revision Application. The application must be signed and the fee paid before the application will be processed. If a new meter is found to be required during the audit process, the applicant will be responsible for the cost of the new meter and the installation cost. This amount will be billed to the applicant.

MINIMUM METER SIZE BASED ON PLUMBING FIXTURE UNITS, SIZE OF SERVICE AND PRESSURE

To determine the minimum meter size allowable under the 2016 California Plumbing Code, the total number of fixture units on the premises must first be determined. Please complete the table on the next page to determine the minimum meter size.

1. Insert the number of each type of fixture on your premises under the column headed "Quantity".
2. Multiply the quantity by the number of fixture units given under either column "Private Use" or "Public Use", whichever is applicable.
3. Post the result in the "Total column".
4. Total that column in the "Total Fixture Units" space included at the bottom of the table.
5. Finally, measure the approximate distance between the water meter and the most distant fixture. Please provide that distance in feet from the water meter to furthest fixture in the blank at the bottom of the page.

Note: Water meter size may increase based on audited fixture count.

EQUIVALENT FIXTURE	Number of Fixture Units per Fixture		Quantity	Total
	Private Use	Public Use		
Bathtub or Combination Valve (fill).....	4	4	X	<u>6</u> =
Bathtub 3/4" Fill Valve.....	10	10		<u>6</u> =
Bidet	1	-	X	<u>6</u> =
Clothes Washer	4			<u>6</u> =
Dental unit or cuspidor	-	4	X	<u>6</u> =
Dishwasher, domestic.....	1.5	1		<u>6</u> =
Drinking fountain or water cooler	5	1.5	X	<u>6</u> =
Hose Bibb <i>Protestant - 1 Catholic - 1</i>	2.5	.5		<u>2</u> = <u>1.0</u>
Hose Bibb (Each Additional) <i>Protestant - 5 Catholic - 5</i>	1	2.5	X	<u>10</u> = <u>25.</u>
Lavatory.....	1	1		<u>6</u> =
Lawn sprinklers (Each head).....	1	1	X	<u>6</u> =
Shower (Each head)	2	1		<u>6</u> =
Sink (Bar)	1	2	X	<u>6</u> =
Sink (Clinical Faucet).....	-	2		<u>6</u> =
Sink (Clinical Flushometer Valve)	-	3	X	<u>6</u> =
Sink (Kitchen, Domestic).....	1.5	8		<u>6</u> =
Sink (Laundry)	1.5	1.5	X	<u>6</u> =
Sink (Service or Mop Basin)	1.5	3		<u>6</u> =
Sink (Wash-up, each set of faucets)	-	3	X	<u>6</u> =
Toilet (Gravity Tank)	2.5	2		<u>6</u> =
Greater than 1.6 GPF	3	2.5	X	<u>6</u> =
Toilet (Flushometer Tank).....	2.5	5.5		<u>6</u> =
Toilet (Flushometer Valve).....	-	2.5	X	<u>6</u> =
Urinal (Flush Tank)	2	-		<u>6</u> = <u>26.00</u> DP
Public cemeteries - water is for small areas of irrigation, guest use to water vases.			TOTAL FIXTURE UNITS: <u>24.00</u>	
DISTANCE (IN FEET) FROM THE WATER METER TO FURTHEST FIXTURE: <u>250-300</u> feet				

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge and ability.

Customer Signature: Debbi Pmt Date: 2-3-25

Approval				
Minimum Size Meter: _____				
Building: _____	Engineering: _____	Fire ⁽¹⁾ : _____	Public Works: _____	Finance: _____
(1) Only if sprinklered				

Refer to Municipal Code sections 14.30 and 14.35 online at <https://www.codepublishing.com/CA/Angels/>, or visit City Hall or Community Development Dept.

**CITY OF ANGELS
CITY COUNCIL
RESOLUTION NO. 22-12**

RESOLUTION APPROVING A NO FEE WAIVER POLICY

WHEREAS, the City of Angels has several fees to recoup costs for performing services or paying for facilities., and

WHEREAS, staff receive requests for fee waivers each year, and

WHEREAS, waiving fees must be done in a manner as to not create a gift of public funds.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council approves and consents to a policy of not permitting staff to waive fees of any kind and requests can be treated as a variance to be addressed by Council as a variance to policy.

DULY PASSED AND ADOPTED by the City Council of the City of Angels, at a regularly scheduled meeting, held on the 19th day of April, 2022 by the following vote:

AYES: Herndon, Tiscornia, Morcada, Schirato

NOES: none

ABSENT: Broglio

ABSTAIN: none

ATTEST:


Rose Beristianos
City Clerk


Jennifer Herndon
Vice Mayor



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: May 6, 2025

TO: City Council

FROM: Pam Caronongan, City Administrator

SUBJECT: APPROVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF ANGELS AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR RADAR FEEDBACK SIGNS ON HIGHWAY 49.

RECOMMENDATION

Adopt **Resolution No. 25-23**, thereby approving a maintenance agreement between the City of Angels and the California Department of Transportation (Caltrans) for radar feedback signs on Highway 49.

BACKGROUND

The City of Angels purchased solar-powered radar feedback signs. Two of the radar feedback signs will be installed on Highway 49 which requires a maintenance agreement with Caltrans.

DISCUSSION

The City of Angels purchased (4) solar-powered radar feedback signs.

The locations for the (4) radar feedback signs have been identified as:

- Highway 49 at Copello Road
- Highway 49 at Utica Park
- Murphy's Grade near Gardner Lane
- Vallecito Road near Booster Way

The (2) radar feedback signs to be installed on Highway 49 are on the Caltrans right-of-way which require an encroachment permit and a maintenance agreement.

Staff has worked with Caltrans to draft a maintenance agreement.

The maintenance agreement has been through legal review from the City Attorney.

Staff will install and maintain the radar feedback signs after the maintenance agreement is executed.

FINANCIAL IMPACT

The cost of purchasing the radar feedback signs has already been accounted for in the City's budget and paid in a prior fiscal year. The ongoing maintenance costs associated with the two signs installed within the Caltrans right-of-way are expected to be minimal and will be absorbed within the existing Public Works budget. No additional funding is required at this time.

ATTACHMENTS

1. Draft Resolution
2. Maintenance Agreement
3. Exhibit A to Draft Resolution – Speed Feedback Project Maps

RESOLUTION 25-23

APPROVAL OF THE CITY COUNCIL OF THE CITY OF ANGELS TO ENTER INTO A MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR RADAR FEEDBACK SIGNS ON HIGHWAY 49

WHEREAS, the City of Angels purchased four (4) solar-powered radar feedback signs; and

WHEREAS, the locations for the above-mentioned four (4) radar feedback signs have been identified as the following:

- 1. Highway 49 at Copello Road
- 2. Highway 49 at Utica Park
- 3. Murphy’s Grade near Gardner Lane
- 4. Vallecito Road near Booster Way; and

WHEREAS, the two (2) radar feedback signs to be installed on Highway 49 are on the CalTrans right-of-way which would require an encroachment permit and a maintenance agreement, and

WHEREAS, the attached maintenance agreement (see Attachment 1) has undergone legal review by counsel respectively representing the City and CalTrans.

WHEREAS, the above-mentioned radar feedback signs will provide greater public safety not just for motorists but also pedestrians.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Angels, the City Council approves for the City to enter into a Maintenance Agreement with CalTrans for the above-mentioned radar feedback signs on Highway 49, and is also thereby authorizing the City Administrator to execute any and all documents pertaining to this project.

AYES :
NOES :
ABSENT :
ABSTAIN :

Michael Chimente, Mayor

ATTEST:

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

**IMPROVEMENT MAINTENANCE AGREEMENT
WITH THE CITY OF ANGELS CAMP**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Angels Camp; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Permit Number 1024-NSI-0368.
2. This Agreement addresses CITY responsibility for the Speed Radar Feedback Signs (collectively the "IMPROVEMENT") placed within State Highway right of way on State Route 49, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENT as shown on said Exhibit A.
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
6. CITY agrees, at CITY expense, to do the following:
 - 6.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN IMPROVEMENT conforming to those plans and specifications (PS&E) pre-approved by STATE.

CITY will have in place necessary encroachment permits prior to the start of any work within STATE'S right of way.

- 6.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way
- 6.2. CITY shall ensure that IMPROVEMENT areas designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance during the entire life of this Agreement.
 - 6.2.1. CITY shall expeditiously MAINTAIN, replace, repair or remove from service any components of IMPROVEMENT system that has become unsafe or unsightly.
- 6.3. CITY shall control weeds within three (3) feet of the IMPROVEMENT, at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 10 Maintenance at 1976 Dr. Martin Luther King Jr. Blvd., Stockton, CA, 95205.
- 6.4. CITY shall ensure IMPROVEMENT within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the IMPROVEMENT in an expeditious manner.
- 6.5. CITY shall remove IMPROVEMENT and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
8. STATE shall Issue encroachment permits to CITY at no cost.
9. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE

highway improvements or CITY facilities different from the standard of care imposed by law.

9.2.If during the term of this Agreement, CITY should cease to MAINTAIN the IMPROVEMENT to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove IMPROVEMENT at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENT , STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3.Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4.Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code

sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated at any time by mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ANGELS CAMP

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

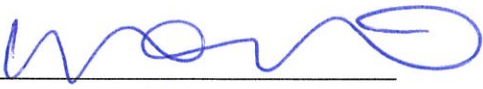
Initiated and Approved

By: _____
City Administrator

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
City Clerk

By:  _____
For: Douglas L. White
City Attorney

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

Landscape Maintenance Agreement

Exhibit A

Section 9, Item K.

City of Angels Camp



City of Angels Camp - Radar Speed Feedback Signs

Work Description:

City crews to place two pole mounted radar speed feedback signs beyond the guard rail at post mile 49 CAL 7.508 and beyond the AD DiKE at post mile 49 CAL 9.404.

Traffic Control:

Installation work will take less than 60 minutes. Traffic control will be consistent with CAL MUTCD 6H-1. The City Crews will activate high-intensity rotating, flashing, oscillating, or strobe lights.

Maintenance:

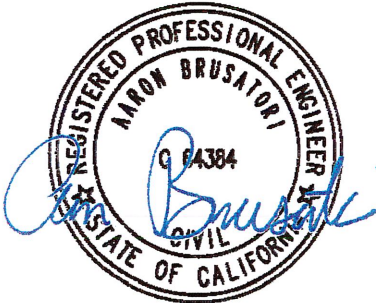
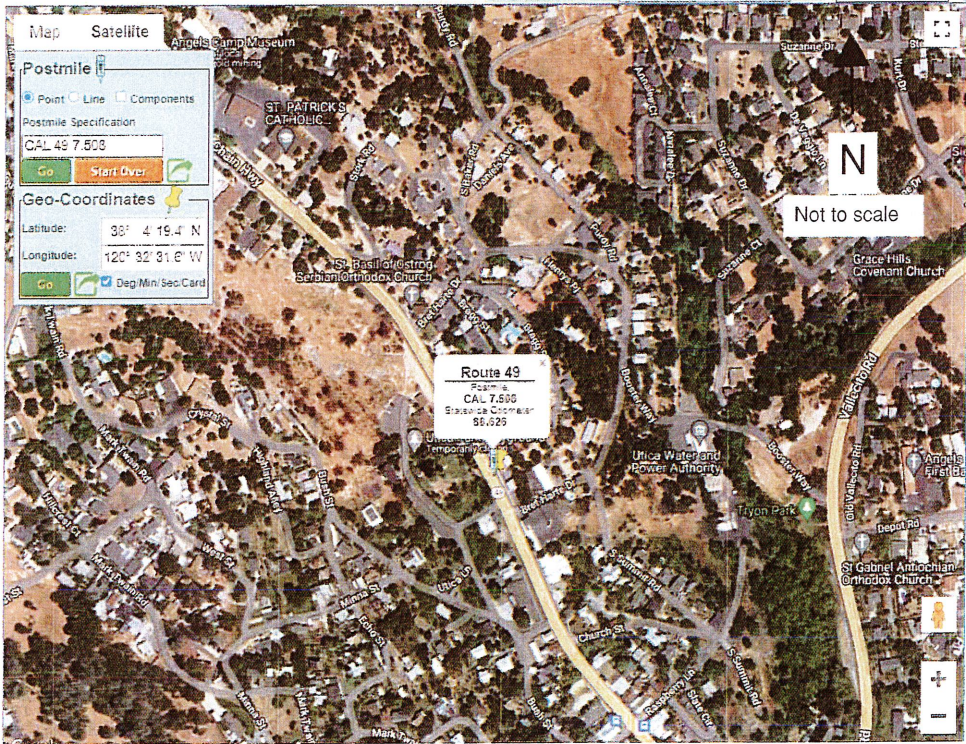
City will maintain signs.



Speed Radar Feedback Signs will be maintained by City of Angels Camp

- 1. Sign to be placed on 6x6 wood post behind existing guard rail.
- 2. Wood Post to have 1 1/2" breakaway holes consistent with detail RS2

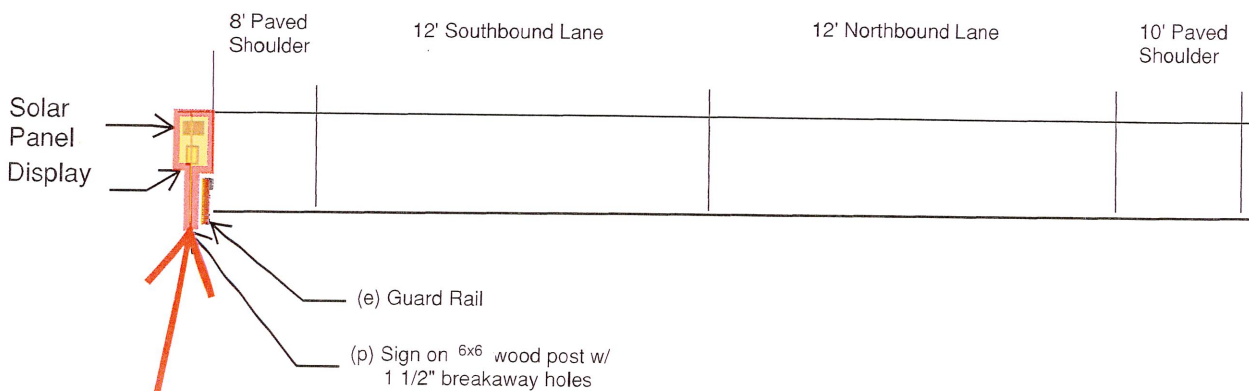
49 CAL 7.508



Not to scale



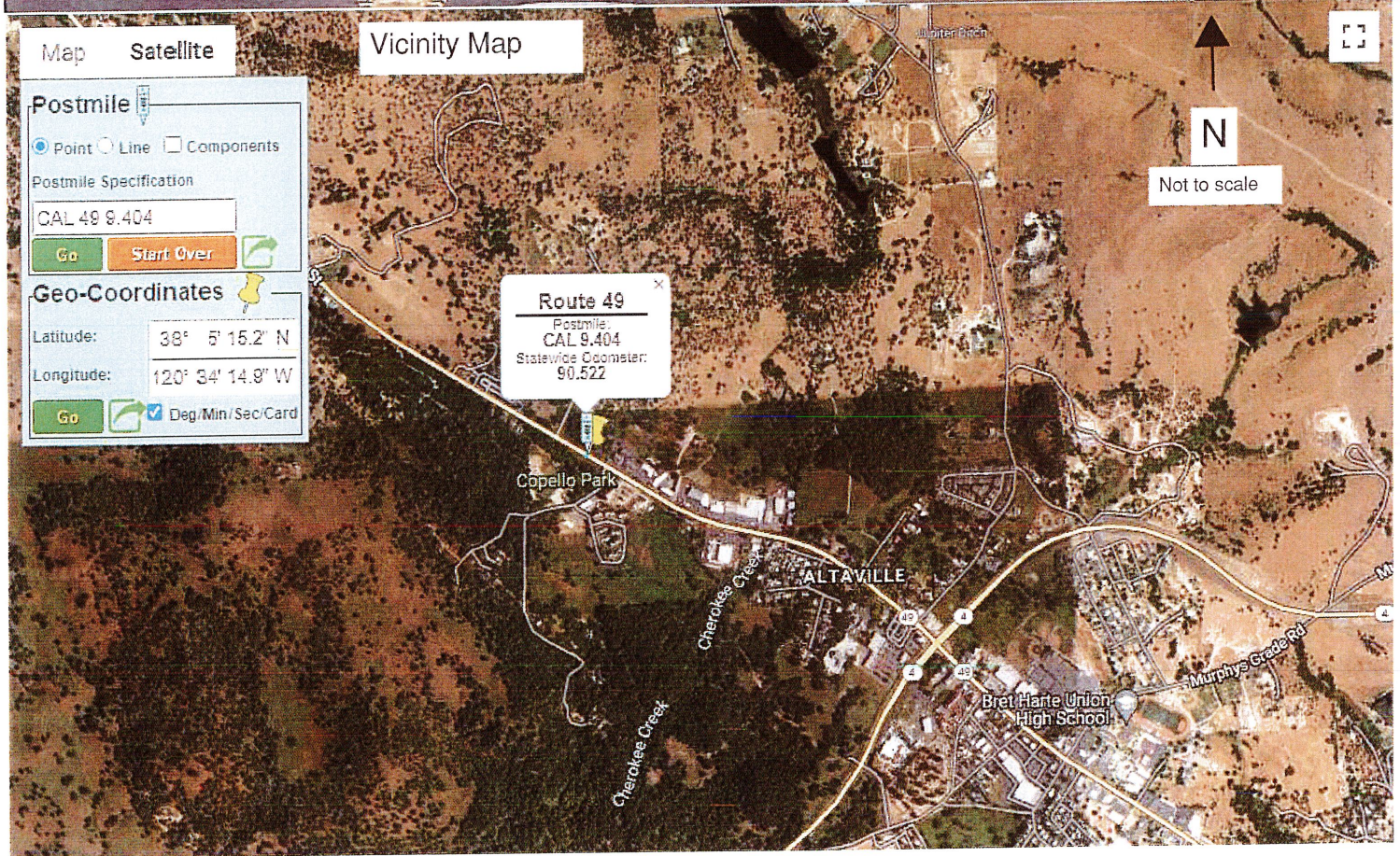
Road Section at Proposed Sign
N.T.S

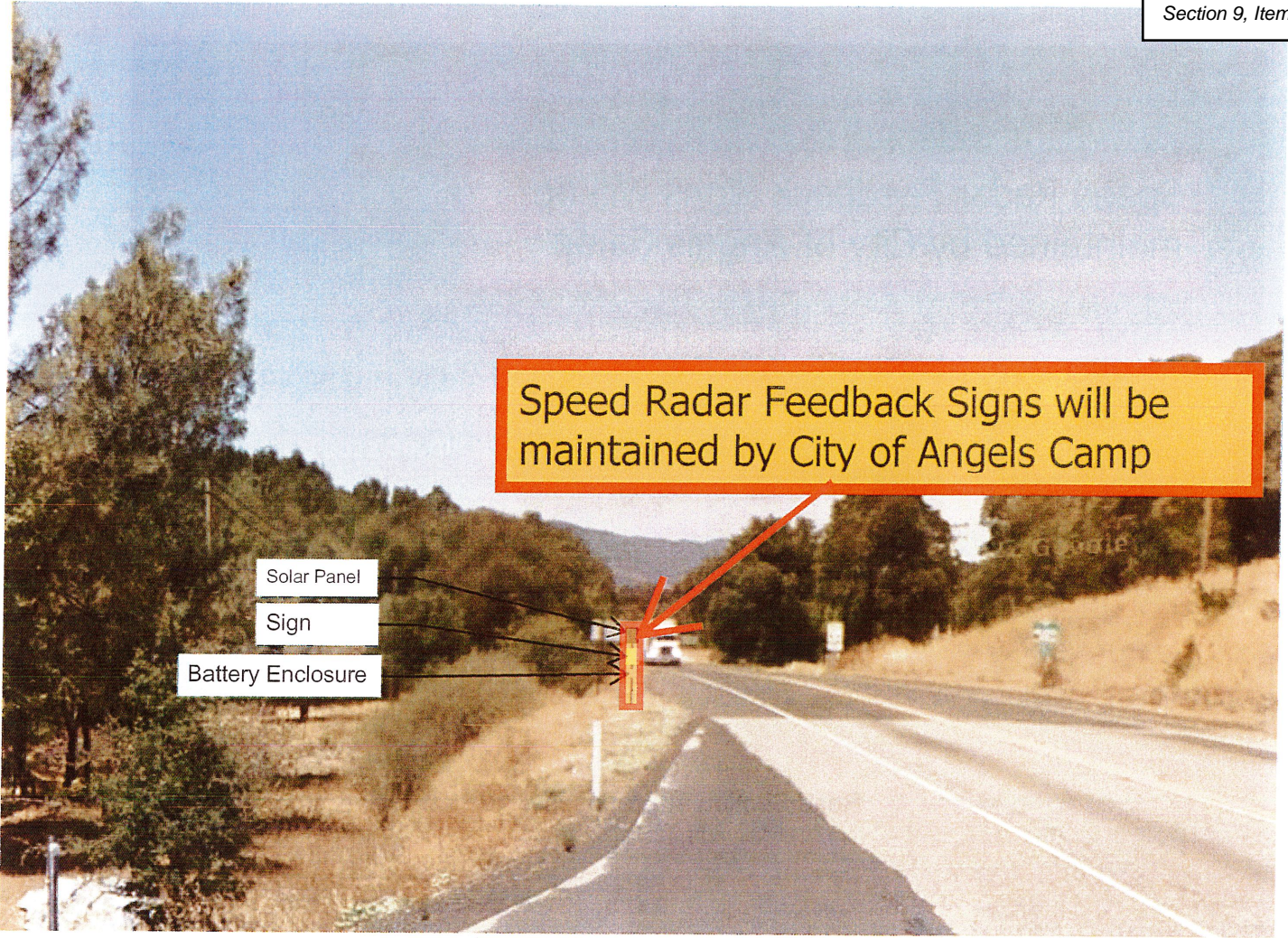


Speed Radar Feedback Signs will be maintained by City of Angels Camp

1. Sign to be placed on 6x6 wood post approximately 24" behind existing AC Dike.
2. Wood Post to have 1 1/2" breakaway poles consistent with detail RS2

49
CAL 9.404





Line of Sight Exhibit

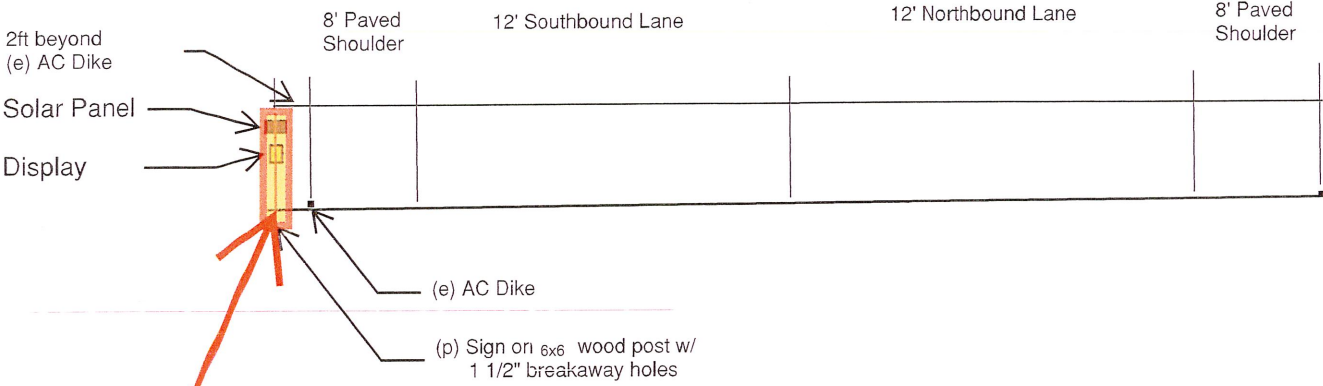
Line of Sight ~560 lf





← N
Not to scale

Road Section at Proposed Sign
N.T.S



Speed Radar Feedback Signs will be maintained by City of Angels Camp





PUBLIC WORKS DEPARTMENT

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

DATE: May 6, 2025

TO: City Council

FROM: Pam Caronongan, City Administrator and Michelle Gonzalez, Finance Director

RE: **AUTHORIZE CITY OF ANGELS TO ELECT ITS PARTICIPATION IN THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCCAA)**

RECOMMENDATION

It is recommended that the City Council adopt **Resolution No. 25-24**, thereby authorizing the City of Angels to elect participation in the California Uniform Public Construction Cost Accounting Act (CUPCCAA).

Should the resolution be adopted by City Council, staff will forward a certified copy of said resolution to the State of California's State Controller's Office – Local Government Programs and Services Division: Local Government Policy Section.

BACKGROUND

A program created in 1983 which allows local agencies to perform public project work up to \$75,000 with its own workforce if the agency elects to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission (Commission).

The Uniform Public Construction Cost Accounting Act (Act) is enacted under Public Contracts Code Section 22000 through 22045 (referred to as PCC 22000-22045). The Act is a voluntary program available to all public entities in California, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act.

In addition, the Act provides alternative bidding procedures when an agency performs public project work by contract.

- a. Projects of \$75,000 or less may be performed by force account, negotiated contract, or purchase order
- b. Projects of \$220,000 or less may be let to contract by “informal bidding procedures” as established in the Act.
- c. Projects of more than \$220,000 remain subject to standard formal bidding procedures.



Should the City elect to become subject to the Act, the City along with all electing agencies must implement and adhere to detailed notice and accounting systems stated in the Cost Accounting Policies and Procedures Manual published by the California Uniform Public Construction Cost Accounting Commission.

Cities and agencies electing to implement CUPCCAA realize the following benefits:

1. Increased force account limit for public agencies;
2. Simplified bidding for projects that are \$220,000 or less;
3. Reduced number of formal bids based on project size; and
4. Expedited contracting for projects under \$220,000.

Many participating agencies appreciate the program because it has given them a streamlined process in the execution of public works projects under a certain dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$220,000; and simplified administration for those projects. Few agencies have experienced challenges with the accounting requirements and overhead provisions. Moreover, adjustments, when required, have been relatively simple; most required procedures were already in place, so there were few, if any, major changes to existing operations. The current Standard Accounting Codes Structure satisfies reporting requirements when used properly.

FISCAL IMPACT

None

ATTACHMENTS

1. Draft Resolution
2. FAQs – CA Uniform Public Construction Cost Accounting (CUPCCAA)
3. Comparison Matrix – CUPCCAA and Traditional Public Contract Code



RESOLUTION 25-24

APPROVAL OF THE CITY COUNCIL OF THE CITY OF ANGELS TO ELECT THE IMPLEMENTATION OF INFORMAL BIDDING PROCEDURES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ. OF THE PUBLIC CONTRACT CODE) – ALSO KNOWN AS CUPCCAA

WHEREAS, regarding Informal Bid Procedures, public projects – as defined by the Uniform Public Construction Cost Accounting Act (the “Act”) and in accordance with the limits listed in Section 22032 of the Public Contract Code – may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code; and

WHEREAS, regarding Contractors List(s), the City of Angels (the “City”) shall comply with the requirements of Public Contract Code Section 22024; and

WHEREAS, regarding Notice(s) Inviting Informal Bids, where a public project is to be performed which is subject to the provisions of this Resolution, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this Resolution.
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:
 - a. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice of inviting informal bids may be sent exclusively to such contractor or contractors; and

WHEREAS, regarding the Award of Contracts, the City Administrator and/or the City Council are each authorized to award informal contracts pursuant to this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Angels, the City Council elects the City to implement informal bidding procedures under the Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code).

AYES :
NOES :
ABSENT :
ABSTAIN :

Michael Chimente, Mayor

ATTEST:

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

FREQUENTLY ASKED QUESTIONS (FAQs)

These FAQs have been compiled to assist agencies that are participating in the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq. All references are to PCC, unless otherwise stated.

1. What is the Uniform Public Construction Cost Accounting Act?

The Act is legislation that was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Sections 22000-22045.

2. What are some of the key provisions of the Act?

The Act allows for public project work in the amount of \$75,000 or less to be performed by a public agency’s force account using the public agency’s own resources, or by negotiated contract, or by purchase order (Section 22032(a)). Public projects in the amount of \$220,000 or less may use the informal or formal bidding procedures set forth in Section 22032(b), or (c) of the Act. Public projects at a cost of more than \$220,000 must use formal bidding procedures to let the contract pursuant PCC Section 22032(c), except as otherwise provided by statute.

3. What are the benefits of the program?

- Increased force account limit for public agencies;
- Simplified bidding for projects that are \$220,000 or less;
- Reduced number of formal bids based on project size; and
- Expedited contracting for projects under \$220,000.

Many participating agencies appreciate the program because it has given them more leeway in the execution of public works projects under a certain dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$220,000; and simplified administration for those projects. Few agencies have experienced challenges with the accounting requirements and overhead provisions. Moreover, adjustments, when required, have been relatively simple; most required procedures were already in place, so there were few, if any, major changes to existing operations. The current Standard Accounting Codes Structure satisfies reporting requirements when used properly.

4. Is the Uniform Public Construction Cost Accounting Act mandatory for public agencies?

No. The Act is a voluntary program requiring a public agency to “opt in” using the process outlined in the Act.

5. How does a public agency become subject to the Act?

The governing body must elect by resolution to become subject to the Act and must file a copy of the approved resolution with the State Controller's Office (Section 22030). Sample documents are available at: http://www.sco.ca.gov/ard_cuccac.html. Once an agency has opted into the Act, it will remain a part of the program.

6. May a public agency withdraw from the Act?

Yes. An agency may withdraw from the Act by filing with the State Controller's Office an approved resolution of the agency's election to withdraw that was made during a public meeting of the agency's governing body.

7. Must a participating agency "opt in" to the Act annually?

No. Once a participating agency "opts in" to the Act, the agency remains subject to the Act until it "opts out" of the Act.

8. What is the California Uniform Construction Cost Accounting Commission?

The Commission was created to administer the Act, per Section 22010. It consists of 14 members: 13 members appointed by the State Controller and the License "A" member of the Contractors' State License Board. Seven members represent the public sector (counties, cities, school districts, and special districts). Six members represent the private sector (public works contractors and unions). The Commission members receive no salary, but are eligible for reimbursement of their direct expenses related to the Commission.

9. What are the Uniform Public Construction Cost Accounting Procedures?

These procedures are to be used for tracking costs for work performed by an Agency's own forces on a "project" as defined by the Act (Section 22002(c)). The procedures do not apply to operations or maintenance work, or any work that meets the criteria listed in Section 22002(d).

These procedures are intended to capture and record all direct and indirect labor, materials, equipment, subcontractors, and supervision costs, as well as the appropriate overhead costs for the public agency associated with each "project" it performs with its own forces. The procedures follow industry-standard accounting methods, and in many cases are not much different from those already in place at most agencies. Sample forms are available in the CUCCAC Cost Accounting Policies and Procedures Manual at http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf

School districts may use the Standard Accounting Code Structure to comply with tracking requirements.

10. Are the cost accounting procedures applicable for agencies whose work forces perform only maintenance tasks as defined in the Act and that contract all of their public projects to third parties?

No. The cost accounting procedures are applicable only for agencies that perform public project work such as construction and alteration by force account or otherwise. As maintenance does not constitute a "project" under the Act, the cost accounting procedures do not apply.

- 11.** When are participating agencies required to advertise if they choose to maintain a list of qualified contractors?

At least once per calendar year, each Public Agency that has elected to become subject to the Act and intends to use the notice provisions outlined in Section 22034(a) must establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice must invite all licensed contractors to submit the name of their firms to the Agency for inclusion on the Agency's list of qualified bidders for the following twelve (12) months. Effective January 1, 2016, a participating agency can choose a specific date of their choice in which to renew its list of qualified contractors.

- 12.** May an agency that chooses to maintain a list add a contractor to the list at any time during the year?

Yes.

- 13.** What is meant by the term "qualified contractors" as used in section 22034(a)(1) of the Act?

Qualified contractors are contractors licensed by the State to perform the subject work. The Commission has determined that nothing in the Act prohibits a participating agency from using additional objective pre-qualification standards in the formation and maintenance of their Qualified Contractors Lists if they so desire.

- 14.** How can a contractor get on an agency's list of contractors?

The California Uniform Public Construction Cost Accounting Commission's webpage has a list of agencies that are participating in the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Please contact each agency directly to let them know you would like to be on their list of contractors. For a list of participating agencies, please see the "Participating Agency Lists" header at the following link:

https://www.sco.ca.gov/ard_cuccac.html

More detailed instructions for contractors can be found in Section 1.04.01 of the Cost Accounting Policies and Procedures Manual

- 15.** Can a public agency disqualify or exclude certain contractors from the Qualified Contractors List required in Section 22034(a)(1)?

Agencies may disqualify contractors from Qualified Contractors Lists when the contractors fail to furnish information to meet the minimum criteria as established by the Commission.

- 16.** For agencies that do not maintain an informal bidders list, are they allowed to choose who would get notifications of projects?

No. Section 22034(a)(2) provides for notifications to construction trade journals and exchanges in lieu of sending notifications to contractors on an informal bidders list. An agency may send notices to selected contractors provided it has also met the advertisement requirements of Section 22034(a).

- 17.** What is the difference between “qualifying contractors” under the Act and “prequalification of contractors” by school districts under Section 20101?

Qualifying contractors is a process that allows contractors to register with a public agency for notification of public works opportunities. The prequalification process under Section 20101 is a more complex process that requires a standardized questionnaire and evaluation of contractors using standard scoring criteria. The prequalification process is applicable under the Local Agency Public Construction Act, and does not apply to the Uniform Public Construction Cost Accounting Act.

- 18.** Does a contractor have to be on an agency’s contractor list in order to perform projects less than \$75,000?

No, any public project less than the \$75,000 informal bidding threshold can be performed by employees of the public agency, by negotiated contract, or by purchase order. An agency’s list of contractors is only required to be alerted of projects that surpass the informal bidding threshold.

- 19.** Must a public agency a) notify contractors about public projects if the contractors are believed to not have the skills, credentials, or experience to perform the work required for the public project; and b) consider bids submitted by contractors that the public agency believes do not have the skills, credentials, or experience to perform the work?

a) Yes. If a contractor is on the Qualified Contractors List, the contractor must be notified by the agency of public projects for which he or she is licensed to perform (Section 22034(a)(1)).

b) All bids received must be considered, unless an agency makes appropriate legal findings that a contractor is not legally responsible or his or her bid is not responsive.

- 20.** Does the Act allow flexibility in cases of emergency and when repair or replacements are necessary to permit the continued conduct of a public agency’s operations or services?

Yes. For the purposes of the Public Contract Code, an “emergency” is defined at Section 1102 as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

The Act sets forth in Section 22035(a) how a governing body should proceed in case of emergency repairs or replacements. This section states:

In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two. Section 22050 et seq., provides the emergency contract procedures to be followed in these cases.

21. Do the alternative bidding procedures apply only to public projects as defined in Section 22002(c)?

The alternative bidding procedures apply only to work that constitutes a “public project” as defined in Section 22002(c) and has a construction cost within the limits described in Section 22032. The alternative bidding procedures are not required for the purchase of goods or materials that are not part of a “public project.”

However, as outlined in Section 22003, a participating agency may also use the alternative bidding procedures when contracting for maintenance or other work that does not fall within the definition of a “public project” if it so chooses.

22. What will membership in the Act cost my agency?

Nothing. There are no membership fees or dues. However, the Commission does accept grants to assist it in carrying out its duties (Section 22015(c)).

23. What are the most common concerns addressed by the Act?

These are:

- Cost accounting policies and procedures;
- Informal bidding procedures; and
- Accounting procedures review.

Cost accounting requirements for the Act follow those common to the construction industry. The informal bidding on public projects up to \$220,000 is seen by agencies as an effective tool to expedite completion of small projects. While an accounting procedures review could potentially hold up a project for a minimum of 45 days pursuant to Section 22043(c)(1), these types of reviews have been rare in the Commission’s history.

24. Must an agency calculate an overhead rate to apply the accounting procedures?

No. Cities with populations of less than 75,000 must assume an overhead rate equal to 20% of the total costs of the public project, including the costs of material, equipment, and labor (Section 22017(b)(1)). Cities with a population of more than 75,000 may either calculate an actual overhead rate or assume an overhead rate of 30% of the total costs of a public project including the costs of materials, equipment, and labor (Section 22017(b)(2)).

25. When a public entity opts into the Act, does the Act supersede other contracting legal requirements such as statutory requirements for performance bonds, prevailing wages, and certificates of insurance, etc.?

No. The Act supersedes only the bidding procedures used once a public agency has opted into the Act and has notified the Controller. All other contracting requirements of the PCC remain applicable.

- 26.** Can a public agency claim to be exempt from following all of the requirements in Public Contract Code by claiming it only has to follow the language and procedures within the Act?

No. The Act is part of the Public Contract Code; therefore, if the Act is silent on a particular matter, then the Public Contract Code applies on that matter.

- 27.** If public agencies are not following the advertising requirements in the Act, will the Commission address those agencies? Can a complaint be brought to the Commission?

Yes. Recent legislative changes have expanded the Commission's authority to enforce provisions of the Act. The Commission may review complaints filed by interested parties when evidence is provided that:

- The participating agency performed work after rejecting all bids, claiming it could do the work less expensively (Section 22042(a)).
- The work performed exceeded the force account limits (Section 22032(a)).
- The work was improperly classified as maintenance (Section 22042(c)).
- The work has been split or separated into smaller work orders or projects (Section 22033).
- The work has exceeded the limits or otherwise not met the requirements set forth (Section 22032(b) and (c)).
- A public agency did not comply with the informal bidding procedures set forth at Section 22034 (Section 22042.5).

- 28.** Section 20112 specifically requires school districts to advertise twice for a two-week period, while Section 22037 requires advertising once, 14 days in advance of the date of opening of bids. How do participating school districts reconcile this conflict?

When the Act is in conflict with any other section in the Public Contract Code, the Act shall supersede. The Act requires advertising once, 14 days in advance of the date of opening of bids. Districts participating in the Act may choose to maximize their outreach by advertising twice.

- 29.** May a public agency contract separately for like work at the same site at the same time using the under \$75,000 Force Account method?

No. Section 22033 states:

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

Separating "like work" would be permitted only if the total of all the "like work" is less than \$75,000. If the work is more than \$75,000, it must be advertised and bid according to the provisions of the Act (i.e., bid informally if the total amount is less than \$220,000; bid formally if the total amount exceeds \$220,000).

- 30.** May a public agency bid out two separate projects that occur at the same time and site, but are different types of work?

Yes. There is no violation if the work is competitively bid. If an agency wishes to use the negotiated or informal bidding processes, it must apply the appropriate limits to each of the projects. Each project must be separate in scope. Projects may not be separated by trade to avoid bidding. If the total of all jobs is greater than \$75,000 then the informal or formal bid limits apply.

- 31.** Can an agency separately bid out for the materials and supplies on a project to avoid contractor markup and then bid out for the installation labor or perform installation with its own forces?

An agency may separately procure the materials and supplies for a project; however, all costs (materials, supplies, labor) of a project must be included in the project cost estimate to determine whether the project falls within the force account, informal bid, or formal bid thresholds.

In addition, if installation is performed by force account, an overhead rate must be applied to all direct costs of the project and included in the cost estimate. For example, if materials/supplies cost \$50,000 to procure separately and the estimated labor cost to install is \$25,000, the project could not be performed with force account, but would fall within the informal bid threshold because the total cost estimate is \$75,000.

- 32.** Must a value be assigned to the volunteer labor when the California Conservation Corps or another volunteer organization provides labor on a public project?

No. Volunteer labor from volunteer organizations does not need to be included as a cost of a public project for bid limit purposes as long as no costs are associated with the volunteer labor.

- 33.** By opting into the Act, does a public agency automatically bring all of its component divisions or departments into the Act?

Yes. When a public agency elects to become subject to the uniform construction cost accounting procedures, the entire legal entity is considered subject to the Act and no divisions or departments are exempt.

- 34.** When a public agency opts into the Act, does it automatically bring all districts under control of its governing Board into the Act?

No. Special Districts, which are governed by a board of supervisors or city council, are subject only if a separate election is made for each special district.

- 35.** PCC 22034 requires that participating agencies adopt an Informal Bidding Ordinance. What do schools and special districts that cannot adopt Ordinances do to comply?

Agencies that do not have the ability to adopt Ordinances should discuss Section 22034 compliance with their legal counsel.

- 36.** Are change orders allowed by the Act, and if so what is allowable? What if a change order goes over one of the allowed thresholds?

The Act does not address change orders. Please consult with your agency's legal counsel regarding any limitation on change orders that may apply to your agency.

- 37.** Is there any training related to the Act? If so, where can I find a list of where the training is offered?

SCO has information regarding the Act on the SCO/CUCCAC website, including the current Cost Accounting and Procedures Manual. Often, commissioners are willing to provide training, answer questions, and/or give a presentation in order to assist agencies in getting the full benefits of participating in the Act.

- 38.** The Act states that public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. However, the Department of Industrial Relations (DIR) states any project over \$1,000 has to pay prevailing wages. How do the Act and DIR guidance work together?

The Act and DIR are completely separate and govern different aspects of public projects. The Act focuses on bidding related to public projects and DIR deals with wages paid by contractors on public projects. However, they may relate in that if prevailing wages are not paid on a public project, that could potentially impact the total cost of a project which would require a different bidding process utilized under the Act.

Additional inquiries and questions may be directed by email to LocalGovPolicy@sco.ca.gov, or by regular mail to:

State Controller's Office
Local Government Programs and Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250



CITY HALL

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

April 23, 2025

California Advanced Services Fund
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Dear CPUC Staff and Commissioners:

As an elected official representing Calaveras County, I fully support Comcast's requests for funds from the Federal Funding Account (FFA) to deploy and expand broadband infrastructure to approximately 2,400 unserved households across the region.

Comcast's plan to build a fiber-based solution fills a major need in unserved and underserved communities in our area. Enhanced broadband services will enable my constituents to take advantage of online resources to assist with homework and other educational opportunities, as well as provide access to job-seeking resources, financial services, telehealth, and other amenities millions of Californians take for granted.

Again, I fully support Comcast's FFA application and request for funding to expand their high-speed network across Calaveras County. This area would benefit greatly from the enhanced services Comcast would provide and enable them to join the 21st century digital economy. Our residents are in serious need of the amenities and services that would be available to them through improved connectivity, and this project would be a great step forward in addressing those needs. Should you have any additional questions, please feel free to contact me at michaelchimente@angelscamp.gov.

Sincerely,

Michael S. Chimente
Michael S. Chimente
Mayor, City of Angels Camp





CITY HALL

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

April 10, 2025

State of California
State Senator District 4
Re: 2025 Non-Profit of the Year Nomination

Dear Senator Marie Alvarado-Gil,

It is with great enthusiasm that I nominate Habitat for Humanity Calaveras for Senator Marie Alvarado-Gil's District 4 2025 Non-Profit of the Year Nomination.

The Habitat for Humanity Calaveras affiliate is in Angels Camp, CA in Calaveras County. Habitat for Humanity's mission to provide decent, affordable housing for low-income homeowners while improving neighborhoods and property values provides a crucial service for our community. Founded in 1994, Habitat for Humanity Calaveras has built 20 houses and repaired hundreds of homes. In 2024 Habitat Calaveras broke ground on construction of Eureka Oaks a 107 affordable housing development that will consist of 65 detached single-family homes and 42 condominiums. The development will address the housing insecurity in our area—a challenge faced by many in our rural county—while encouraging long-term economic stability and pride in ownership.

The work of Habitat for Humanity Calaveras influences public safety by:

- Providing Safe and Stable Housing: By building and repairing homes for low-income families, seniors, and veterans, Habitat reduces homelessness and unsafe living conditions.
- Creating Community Resilience: The housing and neighborhood revitalization programs of Habitat for Humanity Calaveras leverages the organization's resources and partnerships to invest in community-led projects to improve the lives of current and future residents, and the overall quality of life in local under-resourced communities of Calaveras County.
- Advocating for fair and just housing policies: Working at both the grassroots and governmental levels Habitat Calaveras influences policies that promote affordable housing with public awareness, education, collaboration and coalition building.





CITY HALL

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

It is with great honor to nominate Habitat for Humanity Calaveras as the 2025 Non-profit of the Year. Habitat for Humanity Calaveras is making a significant impact for our local area. Should you have any additional questions, please feel free to contact me at michaelchimente@angelscamp.gov

Sincerely,

Michael S. Chimento
Mayor, City of Angels Camp





CITY HALL

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

April 10, 2025

State of California
State Senator District 4
Re: 2025 Non-Profit of the Year Nomination

Dear Senator Marie Alvarado-Gil,

It is with great enthusiasm that I nominate Sierra Hope for Senator Marie Alvarado-Gil's District 4 2025 Non-Profit of the Year Nomination.

Sierra Hope is headquartered in Angels Camp, CA in Calaveras County. Sierra Hope's mission is to promote individual dignity and support the health and well-being for at risk members of our community through compassionate services and resources .

Sierra HOPE was founded in 1990 in Sonora, California by concerned citizens including health professionals and family members of people with AIDS. Today, Sierra Hope's mission has expanded to address issues of homelessness, housing and food insecurity in our community.

Sierra Hope's vision is to make a difference in people's lives by helping them meet their basic needs. They do so through four current programs; Supportive Housing, Emergency Housing Assistance Program, HIV & AIDS Support Services and our Community Food Pantry. Their fifth and newest program is a collaboration with Anthem, Calaveras County Public Health. Health Net, Mark Twain Medical Center and Valley Springs Health and Wellness for Street Health Medicine - Community Health Days. These services launched on 4/9/25 and are mobile services to address the needs of the City and County's most vulnerable, low-income and unhoused community members. No-cost services of health care, dental, shower, laundry, food assistance and housing navigation will be just the start.

Sierra Hope is hosting these at their Angels Camp offices twice a month, to begin with and will expand to more days by the fall






CITY HALL

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

It is with great honor to nominate Sierra Hope as the 2025 Non-profit of the Year. Sierra Hope is making a significant impact for our local area. Should you have any additional questions, please feel free to contact me at michaelchimente@angelscamp.gov

Sincerely,


Michael S. Chimento
Mayor, City of Angels Camp



May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 City Council Meeting	7 COG	8 ROCK CREEK RIBBON CUT 11AM Planning Com AM 5:30	9	10 JR FROG JUMP 10-1PM MARK TWAIN ELEM
11	12	13	14 STAFF APPRECIATION DAY	15 CSEDD AVA 11AM	16	17
18	19 LAFCO	20 City Council Meeting	21 COG TAC IRWMA	22	23	24
25	26	27 UWPA	28	29	30 BEHIEL OUT Until June 8th	31

LEAGUE OF CITIES City Attorneys Spring Conference May 7-9, 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
 AVA – City Administrator

Want to learn more about LAFCO, Local
 Agency Formation Commission click here

June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 BEHIEL OUT Unitt June 8th	3 City Council Meeting BEHIEL OUT Unitt June 8th	4 COG BEHIEL OUT Unitt June 8th	5 BEHIEL OUT Unitt June 8th	6 BEHIEL OUT Unitt June 8th	7
8	9	10	11	12 Planning Com 5:30	13 FARMERS MARKET OPENING NIGHT-4:30PM MUSEUM	14
15	16	17 City Council Meeting	18 COG TAC IRWMA	19	20	21
22	23	24 UWPA	25	26	27	28
29	30					

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
 AVA – City Administrator

Want to learn more about LAFCO, Local
 Agency Formation Commission click here

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 TAC CPPA IRWMA	17	18	19
20	21 LAFCO	22 UWPA	23	24	25	26
27	28	29	30	31		

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
 AVA – City Administrator

Want to learn more about LAFCO,
 Local Agency Formation
 Commission click [here](#)

August 2025

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

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
 AVA – City Administrator

Want to learn more about LAFCO,
 Local Agency Formation
 Commission click here

September 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 5:30	12	13
14	15 LAFCO	16 City Council Meeting	17 COG TAC IRWMA	18	19	20
21	22	23 UWPA	24	25	26	27
28	29	30				

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
 AVA – City Administrator

Want to learn more about LAFCO,
 Local Agency Formation
 Commission click here

October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 COG	2	3	4
5	6	7 City Council Meeting	8	9 Planning Com 5:30	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: 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
 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 5:30	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						

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
 AVA – City Administrator

Want to learn more about
 LAFCO, Local Agency Formation
 Commission click here

December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Council Meeting	3 COG	4	5	6
7	8	9	10	11 Planning Com 5:30	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			

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
 AVA – City Administrator

Want to learn more about
 LAFCO, Local Agency Formation
 Commission [click here](#)