



CITY COUNCIL MEETING

August 18, 2026 at 6:00 PM

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

Or call in (audio only)

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

Phone Conference ID: 253 817 460#

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

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

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 City Staff.

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

Council Members Alvin Broglio, Scott Behiel, and Kara Scott

City Administrator Michael Hodson | **City Attorney** Douglas White

5:30 P.M. CLOSED SESSION

1. ROLL CALL

2. PUBLIC COMMENT PRIOR TO ADJOURNMENT TO CLOSED SESSION

The public may address the City 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.

3. CLOSED SESSION AGENDA

- A. **Public Employee Employment Evaluation (Govt. Code Section 54957(b)(1).):** City Administrator 6 Month Evaluation - William Creger, City Attorney

4. ADJOURN TO CLOSED SESSION

6:00 PM REGULAR MEETING

5. ROLL CALL

6. PLEDGE OF ALLEGIANCE

7. REPORT OUT OF CLOSED SESSION

8. PRESENTATIONS / COMMENDATIONS

- A. Presentation: Geophysical Survey and Pavement Project Progress and Status - Aaron Brusatori, City Engineer

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

10. PUBLIC COMMENT

The public may address the City 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.

11. CONSENT ITEMS

- A. Approve Draft Minutes of July 17, 2026 (Haley Bugarin, City Clerk)
- B. Receive and File Accounts Payable (A/P) Checks and Treasurer's Report (July 2026) (Michelle Gonzalez, Finance Director)

12. ACTION ITEMS

- A. **Public Hearing:** Introduce, Waive Second Reading by Substitution of Title and consider adoption of Ordinance 555 AMENDING ANGELS MUNICIPAL CODE SECTION 17.06.060 ADDING BARBERING AND COSMETOLOGY TO ALLOWABLE HOME OCCUPATIONS WITH DEVELOPMENT STANDARDS - Amy Augustine, City Planner
- B. **Public Hearing:** Introduce, Waive the first reading by Substitution of Title, Hold a public hearing and set August 18, 2026 for a Second Reading to Adopt Ordinance 556 to add a New Section 17.06.240 of the City of Angels Municipal Code addressing state requirements to streamline permitting for Electrical Vehicle Charging Stations (EVCS) and Hydrogen Fueling Stations (HFS). - Amy Augustine, City Planner
- C. **Public Hearing:** Resolution 26-73 Considering and Approving the City's 2024-2028 Permanent Local Housing Allocation (PLHA) 5-Year Plan and authorizing acquisition of 2024-2028 Formula Allocation PLHA Funds - Amy Augustine, City Planner
- D. **Ordinance:** Urgency Ordinance 559 establishing a 45-day moratorium on the acceptance, processing, and approval of Data Centers in the City of Angels - Amy Augustine, City Planner
- E. **Public Hearing and Adoption of Resolution No. 26-75:** Approving Delinquent Sewer/Wastewater Charges for Collection on the Calaveras County Property Tax Roll - Michelle Gonzalez, Finance Director
- F. **Resolution No. 26-76:** Confirmation of Weed Abatement Costs and Placement of Assessments on Property Tax Roll - Michelle Gonzalez, Finance Director
- G. **Public Hearing:** Introduce, waive the first reading by substitution of title, hold a Public Hearing, and set September 1, 2026, for a second hearing to Consider Ordinance 558 to add a New Section 2.08.065 of the City of Angels Municipal Code addressing the City Administrator's authority to sign documents. - Michael Hodson, City Administrator

- H. Ratification:** Approve Construction Change Order No. 003, Water Meter Replacement Phase 1 and Phase 2 - Michael Hodson, City Administrator
- I. Bid/RFP Award:** Authorize the City Administrator to Execute a Construction Contract for the Critical Water/Wastewater Infrastructure Protection Project with Njirich and Sons, Inc., for \$1,492,820.00 and Authorize the City Administrator to Approve Supplemental Work and Change Orders not to Exceed \$74,641 https://angelscamp.gov/wp-content/uploads/08142026_FINANCIAL-IMPACT-Approximately-900000-in-FEMA-funding.pdf - Michael Hodson, City Administrator

13. INFORMATIONAL ITEMS

14. ADMINISTRATION REPORT

- A. Monthly Staff and Project Updates** - July 2026 - Michael Hodson, City Administrator

15. CITY COUNCIL REPORT

16. CORRESPONDENCE

17. CITY COUNCIL CALENDAR

- A.** Receive, review, and provide feedback regarding the Calendar (From August to September 2026) (Haley Bugarin, City Clerk)

18. FUTURE AGENDA ITEMS

19. ADJOURNMENT

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall 209-736-2185. Notification 48 business 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

July 21, 2026 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

MINUTES

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

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

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 City Staff.

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

Council Members Alvin Broglio, Scott Behiel, and Kara Scott

City Administrator Michael Hodson | **City Attorney** Douglas White

5:00 P.M. CLOSED SESSION

1. ROLL CALL
2. PUBLIC COMMENT PRIOR TO ADJOURNMENT TO CLOSED SESSION

The public may address the City 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.

3. CLOSED SESSION AGENDA

- A. **Public Employee Performance Evaluation/Investigation** (Gov. Code Section 54957) - Michael Hodson, City Administrator; Haley Bugarin, Administrative Services Officer; William Creger, City Attorney
- B. **Public Employee Performance Evaluation** (Gov. Code Section 54957) - Michael Hodson, City Administrator; Haley Bugarin, Administrative Services Officer; William Creger, City Attorney

4. ADJOURN TO CLOSED SESSION

6:00 PM REGULAR MEETING

5. ROLL CALL

PRESENT: CAROLINE SCHIRATO, KARA SCOTT, ALVIN BROGLIO

ABSENT: SCOTT BEHIEL, MICHAEL CHIMENTE

6. PLEDGE OF ALLEGIANCE

7. REPORT OUT OF CLOSED SESSION

DIRECTION GIVEN TO STAFF

8. PRESENTATIONS / COMMENDATIONS

- A. **Staff Update:** City of Angels Fire and Altaville-Melones Fire Coordination Status - John Rohrbaugh, Fire Chief

THIS ITEM WAS PULLED AND HELD OVER FOR A FUTURE MEETING.

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

ACTION: MOTION TO APPROVE THE AGENDA AS AMENDED BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT.

AYE: SCHIRATO, SCOTT, BROGLIO

NAY:

ABSTAIN:

ABSENT: BEHIEL, CHIMENTE

10. PUBLIC COMMENT

The public may address the City 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.

11. CONSENT ITEMS

- A. Approve Draft Minutes of JUNE, 16 2026 (Haley Bugarin, City Clerk)
- B. Receive and File Accounts Payable (A/P) Checks and Treasurer's Report (June 2026) (Michelle Gonzalez, Finance Director)
- C. RESOLUTION 26-71 - Road Closure Homecoming Parade, Caytlyn Schaner, Administrative Services Specialist

ACTION: MOTION TO APPROVE CONSENT ITEMS AS POSTED BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT.

AYE: SCHIRATO, SCOTT, BROGLIO

NAY:

ABSTAIN:

ABSENT: BEHIEL, CHIMENTE

12. ACTION ITEMS

- A. Presentation and Request by the Calaveras Garden Club RE: Utica Park
DIRECTION GIVEN TO STAFF TO EXPLORE WATER FOUNTAIN MOVEMENT AND APPRECIATION PLAQUE FOR THE CALAVERAS GARDEN CLUB.
- B. Introduce, Waive Second Reading by Substitution and consider adoption of Ordinance 555 AMENDING ANGELS MUNICIPAL CODE SECTION 17.06.060 ADDING BARBERING AND COSMETOLOGY TO ALLOWABLE HOME OCCUPATIONS WITH DEVELOPMENT STANDARDS

MAYOR SCHIRATO OPENED THE PUBLIC HEARING WITH NO PUBLIC COMMENT. PUBLIC HEARING WAS THEN CLOSED AND WILL BE VOTED UPON AT THE NEXT CITY COUNCIL MEETING.

- C. Declaration of Surplus Property and Authorization to Dispose of Property Through Public Auction**

ACTION: MOTION TO APPROVE THE DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION TO DISPOSE OF PROPERTY THROUGH PUBLIC AUCTION BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER BROGLIO.

AYE: SCHIRATO, SCOTT, BROGLIO

NAY:

ABSTAIN:

ABSENT: BEHIEL, CHIMENTE

13. INFORMATIONAL ITEMS

14. ADMINISTRATION REPORT

15. CITY COUNCIL REPORT

16. CORRESPONDENCE

17. CITY COUNCIL CALENDAR

- A. Receive, review, and provide feedback regarding the Calendar (From July to August Year) (Haley Bugarin, City Clerk)**

18. FUTURE AGENDA ITEMS

19. ADJOURNMENT

ACTION: MOTION TO ADJOURN MEETING AT 6:30PM BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT.

AYE: SCHIRATO, SCOTT, BROGLIO

NAY:

ABSTAIN:

ABSENT: BEHIEL, CHIMENTE

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall 209-736-2185. Notification 48 business 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 of Angels
AP Check Register - July 2026

Section 11, Item B.

<u>Date</u>	<u>Reference</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
7/08/2026	96097	MOUNTAIN AIR AUTOMOTIVE	Vehicle maintenance for 2020 Ford	3,683.30
7/08/2026	96098	AH SONORA HBOC	PHYSICAL -Jeremy Heister	205.00
7/08/2026	96099	ALPHA ANALYTICAL LABORATORIES INC	Water Testing Services FY 25-26	2,787.00
7/08/2026	96100	ANGELS SEWER AND DRAIN INC	Installation of 2 diaphragms in urinals of mens bathroom	295.00
7/08/2026	96101	ANGELS SHEET METAL	UV Room HVAC Repair	1,129.83
7/08/2026	96102	BETTER CLOUD HOSTING	Annual Hosting of AccuFund Software Fy 2025-26	1,800.00
7/08/2026	96103	BILLINGS, TUCKER	Boot allowance 25-26	184.50
7/08/2026	96104	BRET HARTE HIGH SCHOOL	School Construction Impact Fees	2,434.32
7/08/2026	96105	CALAVERAS LUMBER CO INC	Invoices 666826, 94580, 94584, 94620, 94710, 94739, 94833, 94834, 94856, 94879, 94888, 94896, 94972, 94980, 94981, 95009, 95070, 95078, 95094, 95100, 95111, 95122, 95132, 95161, 95189, 95273, 95290, 95294, 95302, 95438, 95442, 95470, 95545, 95664, 95678,	5,938.18
7/08/2026	96106	CALIFORNIA BUILDING STANDARDS COMMISSION	2ND Qtr fees	99.00
7/08/2026	96107	COLUMBIA COMMUNICATIONS INC	Battery packs, portable radios	751.82
7/08/2026	96108	CORE PSYCHOLOGICAL CORPORATION	PEPS- Justin Blattel	500.00
7/08/2026	96109	DEPARTMENT OF JUSTICE ACCTNG OFFICE	FINGERPRINTS	64.00
7/08/2026	96110	DEPT OF CONSERVATION	2nd Qtr fees	223.53
7/08/2026	96111	DEWBERRY ENGINEERS INC	Invoices 22489029, 22493096	85,805.72
7/08/2026	96112	DISTINCTIVE METALS	Utica Park pipe rail	1,762.67
7/08/2026	96113	EMPLOYEE RELATIONS INC	Background check	375.00
7/08/2026	96114	GOLD ELECTRIC INC	3 pumps hooked up to new water tank, ran new wiring, troubleshooting. Services performed 6/1-6/9/26	6,565.20
7/08/2026	96115	MARK TWAIN UNION ELEMENTARY	School Construction Impact Fees	3,645.60
7/08/2026	96116	MCBRIDE, TERRY	PERMIT-260139 UTICA PARK DEPOSIT REIMB.	325.00
7/08/2026	96117	MOTHERLODE ANSWERING SERVICE INC	Basic Services	313.41
7/08/2026	96118	O'REILLY AUTOMOTIVE INC	Invoices 3509-236767, 3509-236790, 3509-237006, 3509-237136, 3509-237477, 3509-238538, 3509-238728, 3509-241009	358.68
7/08/2026	96119	QUADIENT FINANCE USA INC	POSTAGE FOR ACCOUNT 7900 0440 8117 1088	2,200.00
7/08/2026	96120	R. SUTTON ENTERPRISES, LLC.	Invoices 00539, 7	116,895.06
7/08/2026	96121	ROARK WEBER	PROFESSIONAL SERVICES FOR May 2026	731.25
7/08/2026	96122	SONORA AIRCO GAS & GEAR	Cylinder rental	8.00
7/08/2026	96123	SOULIER, JOSHUA	Boot allowance 25-26	250.00
7/08/2026	96124	TOSHIBA FINANCIAL SERVICES	Services 6/23/26-7/23/26	2,112.64
7/08/2026	96125	UTICA WATER & POWER AUTHORITY	S-126 water data collection	400.00
7/08/2026	96126	WHITFORD, DANIEL	Boot allowance 25-26	246.62
7/08/2026	96127	WIEBE, LUCAS E	Boot allowance 25-26	250.00
7/08/2026	96128	WINANS, DAVID	Boot allowance 25-26	250.00
7/08/2026	96129	X-NAUT, LLC	TOUGHMOUNT, VEHICLE KIT	1,062.15
7/08/2026	EFT	AXON ENTERPRISE INC	ANNUAL SUBSCRIPTION	26,404.42
7/08/2026	EFT	CONETH SOLUTIONS INC	Invoices 9322, 9324	1,478.18
7/08/2026	EFT	HUNT & SONS LLC	fuel delivery date 7-6-26	1,084.00
7/08/2026	EFT	NUSS, ANDREW S	DUI Training	108.00
7/09/2026	96130	MANTECA FORD	2026 Ford Maverick XLT FWD	34,494.58
7/15/2026	96130	ANGELS CAMP CHEVRON	MAINT FOR 2013 CHEVY	75.92
7/15/2026	96131	ANGELS SHEET METAL	A/C MAINT.	205.98
7/15/2026	96132	AT&T	Invoices 070426-A, 070426-B, 070426-C, 070426-D, 070426-E, 070426-F	1,739.16
7/15/2026	96133	BOIRE, LAURIE	Cleaning the Police Dep. for JUNE 2026	120.00
7/15/2026	96134	CAMPORA PROPANE SERVICE	PROPANE -ANGELS FIRE DEP	274.14
7/15/2026	96135	CISCO FIRE SPRINKLERS INC	Invoices E87009, E87010, E87011, E87012, E87013, E87014, E87015, E87016	1,595.00
7/15/2026	96136	CONRADO, EDDIE	PERMIT-260060 UTICA PARK DEPOSIT REIMB.	75.00
7/15/2026	96137	CRESCENT SUPPLY	Invoices 076440, 484628, 76351, 76353, K80871	503.72
7/15/2026	96138	CSG CONSULTANTS INC	Angels Camp draft greenhouse gas reudction plan IS/ND	390.00
7/15/2026	96139	DAVIS, WILLIAM	Invoices 071226, 071326	233.07
7/15/2026	96140	DEWBERRY ENGINEERS INC	Vallecito Road Sewer Replacement, TO #27 (Remaning balance)	4,450.23
7/15/2026	96141	GOLD ELECTRIC INC	TROUBLESHOOT GARBAGE DISPOSAL	142.07
7/15/2026	96142	HESS, JIM	RETIREE BENEFIT JULY 2026	170.75
7/15/2026	96143	KITCHELL, JOSEPH	RETIREE BENEFIT JULY 2026	136.79
7/15/2026	96144	MCI	LONG DISTANCE SERVICE	68.21
7/15/2026	96145	MOUNTAIN OASIS PURIFIED WATER	Invoices 063026, 063026-WW	297.00
7/15/2026	96146	NO CONTRACT PEST CONTROL INC	Invoices 29792, 29850	336.00
7/15/2026	96147	NOR-CAL PIPELINE SERVICES	Video package, Labor, CCTV Inspection, Billable Water, Combo CLean	12,094.50
7/15/2026	96148	OPERATING ENGINEERS LOCAL UNION NO 3	EMPLOYEE UNION DUES	984.00
7/15/2026	96149	ROLLERI LANDSCAPE PRODUCTS	Invoices 73871, 73872	755.81
7/15/2026	96150	SAM BERRI TOWING	Services for Angels Fire	175.00
7/15/2026	96151	SATTERFIELD, PAMELA	RETIREE BENEFIT JULY 2026	136.79
7/15/2026	96152	Selectron Technologies, Inc.	Annual Renewal for IVR and Outbound	9,785.00
7/15/2026	96153	TISCORNIA, COLE	POUR 2 BRASS MONUMENTS @ HARDSCRABBL ST	0

<u>Date</u>	<u>Reference</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
7/15/2026	96154	UTICA WATER & POWER AUTHORITY	Quarterly JPA Water Contributions FY-26/27	6
7/15/2026	EFT	ANGELS CAMP POLICE OFFICERS ASSOC	POA DUES	0
7/15/2026	EFT	BROWN, BILLY	RETIREE BENEFIT JULY 2026	503.50
7/15/2026	EFT	BURNS, GARY	RETIREE BENEFIT JULY 2026	503.50
7/15/2026	EFT	CALAVERAS POWER AGENCY	Power billing 5/23-6/23/26	26,303.88
7/15/2026	EFT	COMPUTERWORKS NFP SOLUTIONS	Remote access premium plan	500.00
7/15/2026	EFT	CONETH SOLUTIONS INC	Dell pro slim desktop	2,518.52
7/15/2026	EFT	HUNT & SONS LLC	fuel delivery date 7-13-26	2,199.04
7/15/2026	EFT	KELLY, MARY	RETIREE BENEFIT JULY 2026	136.79
7/15/2026	EFT	KING, JUDY	RETIREE BENEFIT JULY 2026	170.75
7/15/2026	EFT	KITCHELL, JONATHAN	RETIREE BENEFIT JULY 2026	398.29
7/15/2026	EFT	NEXUS TECHNOLOGIES	IT Software Subscription Services FY 2025-26	2,568.26
7/15/2026	EFT	PEREZ, ELISA BARRAGAN	Invoices 0023, 0024	800.00
7/15/2026	EFT	PINNACLE PUBLIC FINANCE INC	2017 REFINANCING LOAN AGREEMENT	165,857.46
7/15/2026	EFT	POROVICH, DAVID	RETIREE BENEFIT JULY 2026	136.79
7/15/2026	EFT	SORACCO, RICHARD	RETIREE BENEFIT JULY 2026	136.79
7/15/2026	EFT	TACHEIRA, ANTHONY	RETIREE BENEFIT JULY 2026	503.50
7/15/2026	EFT	TINNIN, JENNIFER	RETIREE BENEFIT JULY 2026	107.72
7/15/2026	EFT	WHITE BRENNER LLP	Legal Services for Fiscal Year 2025-26	16,692.06
7/17/2026	96155	BEHIEL, SCOTT	Pay Date 7/17/2026	277.05
7/17/2026	96156	FISCHER, ELISE	Pay Date 7/17/2026	945.05
7/17/2026	96157	FREEMAN, EDWARD	Pay Date 7/17/2026	2,265.54
7/17/2026	96158	KLYN, JAMES	Pay Date 7/17/2026	926.24
7/17/2026	96159	MARTIN, KRISTAL	Pay Date 7/17/2026	1,343.26
7/17/2026	96160	SCOTT, KARA	Pay Date 7/17/2026	277.05
7/23/2026	96161	AH SONORA HBOC	TESTING FOR ANGELS PD -JUSTIN BLATTEL	214.00
7/23/2026	96162	ANGELS CAMP CHEVRON	Tire repair -Fire	556.22
7/23/2026	96163	ANGELS SHEET METAL	GENERAL MAINTENANCE	486.98
7/23/2026	96164	AT&T MOBILITY	Billing period -6/12-7/11/26	418.83
7/23/2026	96165	BUSINESS FIRST	UNIFORMS	1,062.27
7/23/2026	96166	CALAVERAS CUSTOMS	Invoices 1910, 1912	775.62
7/23/2026	96167	CALAVERAS ENTERPRISE	Invoices 53162, 53348	499.50
7/23/2026	96168	CALNET	Accounts - 25039, 25734, 22194, 22535	607.60
7/23/2026	96169	DEPARTMENT OF JUSTICE ACCTNG OFFICE	FINGERPRINTS, CCW INITIAL	172.00
7/23/2026	96170	DISTINCTIVE METALS	Fabricate and install front bumper hose box	969.90
7/23/2026	96171	GENERAL PLUMBING SUPPLY	SEWER REPLACEMENT PARTS	297.35
7/23/2026	96172	GRAINGER	Invoices 9977101196, 9977359901, 9977465815	1,365.77
7/23/2026	96173	HDL COMPANIES	ECONOMIC DEV. SERVICES -QTR 2 (Apr-Jun 2026)	1,050.00
7/23/2026	96174	LIFE - ASSIST INC	MEDICAL SUPPLIES -ANGELS FIRE	2,250.02
7/23/2026	96175	LN CURTIS & SONS	Wildland boots - Nathan Pry	390.83
7/23/2026	96176	MATTHEWS INTERNATIONAL ARCHITECTURAL SALES	FROG JUMP PLAQUES CUSTOMER NUMBER-1000057143	1,809.57
7/23/2026	96177	PARCEL QUEST	PARCEL QUEST RENEWAL NUMBER 8850-7-2026	2,399.00
7/23/2026	96178	ROARK WEBER	PROFESSIONAL SERVICES FOR June 2026	684.75
7/23/2026	EFT	CSJVRMA	Fiscal Year 25/26 Worker's Compensation and Liability program	364,692.00
7/23/2026	EFT	GATEWAY PRESS	Retirement Plaque -Teresa	71.48
7/23/2026	EFT	HUNT & SONS LLC	fuel delivery date 7-20-26	2,127.97
7/23/2026	EFT	LEXIPOL LLC	Annual subscription CORDICO FIREFIGHTER WELNESS APP	17,090.90
7/23/2026	EFT	USABLUBOOK	LAMP ASSEMBLY REPAIR	624.09
7/29/2026	96179	DAVIS, WILLIAM	Invoices 072626, 072626.2	202.09
7/29/2026	96180	DEPT OF TRANSPORTATION	Signals and Lighting APR-JUN 2026	484.48
7/29/2026	96181	GENERAL PLUMBING SUPPLY	Invoices S6406754.001 (2), S6689446.001, S6690015.001, S6690641.001, S6698052.001, S6720818.001, S6721930.001, S6722027.001	5,394.39
7/29/2026	96182	JAVELINA TRADING COMPANY	BLUE NITRILE GLOVE	309.11
7/29/2026	96183	JOCA LANDSCAPING SERVICES	WEED ABATEMENT -312 MILL RD AND 352 LIVE OAK DR	1,250.00
7/29/2026	96184	ROLLERI LANDSCAPE PRODUCTS	Invoices 74023, 74024	859.12
7/29/2026	96185	STATE WATER RESOURCES CONTROL BOARD	Grade D2 - Tucker Billings	65.00
7/29/2026	96186	WHEELER, ROLAND	Invoices 070126, 080126	1,400.00
7/29/2026	EFT	CDK SUPPLY	Building maint. supplies -Gateway Bathroom	412.00
Total Check				1,148,018.04

Section 11, Item B.



CITY OF ANGELS

Section 11, Item B.

TREASURER'S REPORT For the Month Ended

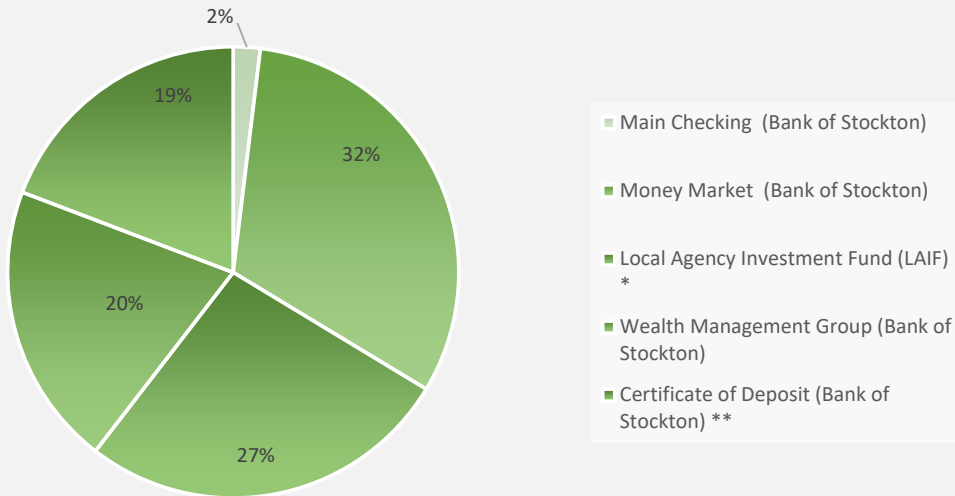
July 31, 2026

Operating Portfolios	Beginning Balance	Ending Balance	Accrued Interest	Bank Fees	% of Total
Main Checking (Bank of Stockton)	\$ 918,110	\$ 502,436	\$ 23	\$ 146	2%
Money Market (Bank of Stockton)	8,732,062	8,255,573	23,511		32%
Local Agency Investment Fund (LAIF) *	6,972,842	6,972,842			27%
Wealth Management Group (Bank of Stockton)	5,289,880	5,289,880			20%
Certificate of Deposit (Bank of Stockton) **	5,000,000	5,000,000			19%
TOTAL OPERATING FUNDS	\$ 26,912,895	\$ 26,020,732	\$ 23,535	\$ 146	100%

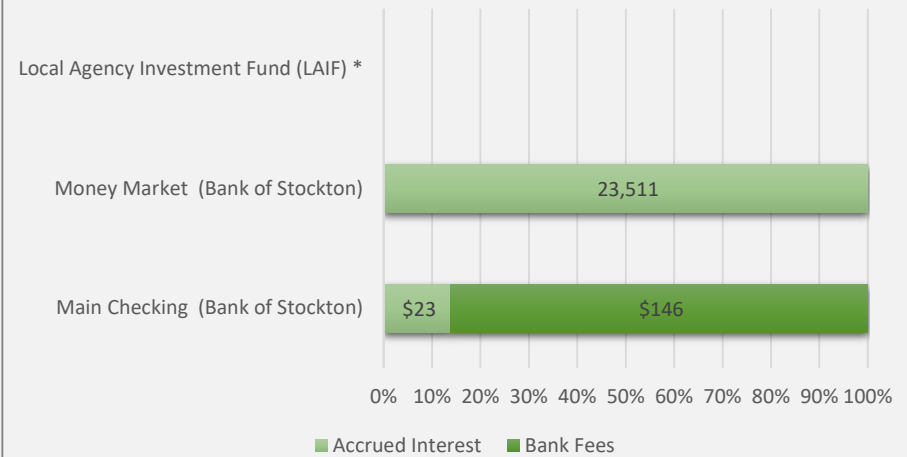
* Interest recorded Quarterly (June 2026)

** 5-Month CD (Apr 26 - Sep 26)

Composition of Operating Portfolios
July 31, 2026



Interest Earnings/Bank Fees
July 31, 2026



Total Interest Earned FY 25/26	\$	982,523
Total Interest Earned FY 26/27	\$	23,535



CITY OF ANGELS
CITY HALL

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

DATE: August 4, 2026
TO: City of Angels City Council
FROM: Amy Augustine, AICP – City Planner
RE: Public Hearing: Introduce, Waive Second Reading by Substitution of Title, and Consider adopting Ordinance 555, Amending Section 17.06.060 of the City of Angels Municipal Code Adding Barbering and Cosmetology to Allowable Home Occupations with Development Standards

RECOMMENDATION:

The City Council may do one of the following or an alternative to one of the following:

A. Adopt Ordinance 555 Option A or Option B as presented:

1. **Option A** – Does not permit the use of Recreational Vehicles
2. **Option B** – Allows the use of Recreational Vehicles under certain circumstances. This Option includes a sunset clause of December 31, 2028.

OR

B. Adopt Option A or Option B with *minor* amendments;

OR

C. Return Option A or Option B to staff for *major* amendments;

OR

D. Recommend denial of the proposed ordinance stating which Finding (see Discussion, Findings A, B and C below) cannot be made and why.

BACKGROUND:

The Planning Commission held a public hearing on June 11, 2026, and considered this item. On a vote of 4-1 (Stammerjohan dissenting), the Commission recommended to the City Council approval of the proposed code amendment pursuant to Resolution 26-08 (**Attachment 1**).

On July 7, 2026, the City Council held a public hearing to consider the ordinance and directed staff to consider allowing home occupation businesses in recreational vehicles subject to

acquiring a conditional use permit. On July 21, 2026, the item was continued to August 4, 2026.

Home occupations are allowed in residential districts with acquisition of a business license and Home Occupation Permit throughout the City in residential zoning districts. Home occupations generally include businesses operated entirely within a residence that do not generate additional traffic and do not invite clients or customers to the home. Common examples include: accounting, bookkeeping, landscaping services and handyman services (with no storage of vehicles or equipment outside), and internet sales.

The primary development standards for Home Occupations emphasize retaining the residential character of the home and neighborhood as follows:

17.06.060 Home occupation criteria.

An occupation conducted in a dwelling unit is allowed in the R-1, R-1:GHC, R-2, R-3, RE-1, and RE-5 zones, provided:

- A. No person, other than members of the immediate family residing on the premises, shall be engaged in such occupation;*
- B. The home occupation shall be clearly incidental and subordinate to its use for residential purposes, and not more than twenty-five percent of the floor area of the dwelling unit shall be used in the conduct of the home occupation;*
- C. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation;*
- D. No home occupation shall be conducted in more than one existing accessory building;*
- E. There shall be no sale of products other than products handcrafted by the occupants or products which are related and incidental to a service provided;*
- F. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood;*
- G. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot.*
- H. The city may include additional conditions as necessary to ensure the health, safety, general welfare, and maintenance of the residential character of the neighborhood in which the home occupation is located.*
- I. A violation of this section shall be a public nuisance subject to the remedies and procedures provided in Chapters [1.16](#), [1.17](#), [1.18](#) and [1.19](#). (Ord. 536, Att. A, 2023; Ord. 270 (part), 1984)*

In 2012, through Assembly Bill 1616, the state expanded the types of business allowed in single family residences (i.e., Home Occupations) to include Cottage Food Operations (CFOs). CFOs, unlike other Home Occupation-type uses, allow one employee and direct sales to customers visiting the home by appointment (one customer per hour). The City permits CFOs through a combination Home Occupation/Cottage Food Operation Permit.

Requirements for Cottage Food Operations (in summary) are:

17.06.190 D. CFOs shall comply with the following:

1. Obtain a business license from the city prior to commencing operations.
2. Provide proof, where applicable, of landlord permission to operate a CFO on the premises.
3. CFOs may have one full-time equivalent employee (not counting family members).
4. All parking associated with the CFO shall be on site (i.e., off street). No more than one visitor's vehicle and one nonresident employee's vehicle shall be parked on the site at any time in addition to those off-street parking spaces required for the subject dwelling as prescribed in Chapter [17.69](#) (unless otherwise specified in a city-issued entitlement). All on-site vehicle parking shall be designed and constructed in accordance with Chapter [17.69](#).
5. Direct sales from the site of the **cottage food** operation shall be by prior appointment only and limited to one customer per hour per day. All sales shall occur between seven a.m. and eight p.m. Mondays through Fridays, eight a.m. to eight p.m. on Saturdays, and ten a.m. to three p.m. on Sundays and federal holidays.
6. All commercial deliveries shall occur between eight a.m. and six p.m. Monday through Saturday. Commercial deliveries are prohibited on Sundays and federal holidays.
7. Noise levels generated by the CFO shall comply with the exterior noise limits as prescribed in Figure 5-1 of Angels Camp General Plan 2020, or as may be amended.
8. Signage is prohibited.
9. No outside storage of materials or supplies is permitted.
10. There shall be no change in the outside appearance of the dwelling unit or premises or other visible evidence of the conduct of the CFO.
11. Except for vehicle parking, no outdoor portions of the premises shall be used for **cottage food** operations including outdoor sales and visitation.
12. Customers cannot dine at the CFO.
13. CFOs may not exceed gross sales levels as established by the state of California for CFOs. The city may request a copy of the CFO operator's most recent income tax return to verify gross sales receipts.
14. CFOs shall provide a copy to the city of the approved CFO registration or permit as required by the Calaveras County Environmental Management Agency.
15. Other measures as may be determined necessary by the city planner for compliance with this section, the Government Code, and the health and safety of the community in which the CFO is being conducted.

A member of the public requested a home makeup business be allowed as a home occupation. The request further asks to allow operation out of a recreational vehicle on the site. (**Attachment 2**). In evaluating the proposal, staff considered the similar effects on adjoining property owners of a home makeup business (classified as barbering / cosmetology) versus a Cottage Food Operation (CFO).

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.

Finding A – Consistency with the Angels Camp Municipal Code

Stated purposes of residential zones applicable to home occupations are summarized in the following table:

Zoning District	Section	Stated purpose applicable to home occupations
RE-1	17.13.010	This land use designation is intended to accommodate residential developments for landowners desiring a more rural setting than may be available within a small-lot single-family residential (SFR) subdivision....
RE-5	17.15.010	To provide a buffer between potentially incompatible land uses (e.g., between the sewer treatment plant and high-density residential uses, between mineral extraction activities and residential uses, or between industrial and residential uses).
R-1	17.18.010	To preserve the integrity of existing single-family residential neighborhoods.
R-1:GHC	17.19.010	It is intended to implement the Greenhorn Creek planned development.
R-2	17.21.020	To provide for a variety of housing needs throughout the city
R-3	17.24.010	To provide for a wide variety of housing needs and choices at all income levels

Based on the stated purposes in the preceding table, the proposed code amendments are:

- A. **Consistent with RE-1 zoning.** The addition of the proposed use as a home occupation, given the limitation on traffic generation in a rural setting is unlikely to alter the rural setting of this zoning district.
- B. **Consistent with RE-5 zoning.** The stated purpose emphasizes buffering between potential incompatible land uses. Incompatible land uses are identified that include relative large-scale development such as industrial, mineral extraction, sewer treatment. The proposed home occupation, given the limitations to the number of potential clients and limitations on additional trips, are unlikely to represent an incompatible use given the size of parcels in this zone.

- C. **May be consistent with the R-1 zoning district.** The associated increase in traffic (up to 7.5 average daily trips) expected to be necessary to generate income from the proposed home occupation has the potential to alter the character of the neighborhood where lots are small and located in close proximity (i.e., limited available parking, traffic is likely already near maximum levels). On larger lots (e.g., one acre or larger), such an increase in traffic is less likely to disturb residences which are not in close proximity.
- D. **Inconsistent with R-2 and R-3: Given** the relatively high density of residences in this zoning district, the addition of more traffic to the neighborhood has a high likelihood of altering the character of the neighborhood. Similarly, parking generally is limited in such neighborhoods and added pressures on available parking spaces are likely to occur.

Based on the preceding, Finding A may be made for the proposed use in RE-1 and RE-5 zoning districts or on parcels greater than one acre in R-1 zoning districts. Finding A cannot be made for parcels of less than one acre in R-1, or for parcels zoned R-2, and R-3 regardless of parcel size due to the proximity of residences in these neighborhoods, the increased likelihood that added traffic will adversely affect or alter the character of the neighborhood where parking already is likely restricted and traffic levels already are near maximums.

Finding B – Consistency with the General Plan

Pertinent General Plan goals, policies, and programs include:

10.A.6 Encourage home occupations consistent with neighborhood character as a means of supporting start-up businesses.

Subject to the proposed development standards proposed, the code amendments will encourage home occupations consistent with neighborhood character as a means of supporting start-up businesses.

Based on the preceding, Finding 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.

Traffic Generation

Angels Camp traditionally does not allow Home Occupations that generate customer/client visits to the home because it generates additional traffic. However, a review of other jurisdictions finds that some agencies allow in-home businesses including barbering and cosmetology or, alternatively, allow a limited increase in the number of vehicle trips allowed in conjunction with a home occupation sufficient to allow such uses (e.g., Calaveras County, Santa Cruz, Woodland).

However, jurisdictions allowing the use typically limit the number of clients per day, appointment-only, hours of operation, and overall traffic generation. Typical traffic generation for a single-family residence is 5-12 trips per day dependent on family size (and availability of alternative forms of transportation). In Calaveras County, home occupation standards limit traffic generation for home occupations to 7.5 vehicle trips per day. The proposed ordinance

amendment applies the same standards.

In addition, in 2016, the California Board of Barbering and Cosmetology (State Board) adopted regulations to allow these uses if a local jurisdiction allows them by ordinance and subject to obtaining permits from the Board regulating health and safety related aspects of the uses. These provisions are included in the proposed ordinance.

It is expected that the general welfare of the city would not be well served due to traffic increases and reduced available parking associated with the proposed use in small-lot neighborhoods (i.e., generally less than one acre). Therefore, finding C cannot be made for the use in the Single Family Residential (R-1), Medium Density Residential (R-2) and Multi-Family Residential (R-3) zoning districts on parcels of less than one acre. However, R-1 lots of one acre or greater, lots zoned Residential Estate, one acre minimum (RE-1) or Residential Estate, five acre minimum (RE-5)--all at least once acre in size--are expected to have reduced background traffic in a more rural setting compared to smaller lots in a more concentrated urban setting.

Coupled with ordinance requirements proposed to limit hours of operation, maximum traffic generation coupled with reduced background traffic, and conditions required by (State) Board of Barbering and Cosmetology in the RE-1, RE-5 and R-1 zoning districts (on lots greater than one acre in size); the health, safety and general welfare of the city would be preserved and Finding C can be made in the RE-1, RE-5 districts and on parcels one acre or larger in the R-1 zoning district.

Use of a Recreational Vehicle for a Home Occupation

In 2023, the City updated the Angels Municipal Code (AMC) to address chronic complaints of potential code violations related to living in RVs as follows:

Section 17.06.110 Recreational vehicle/trailer/boat use and storage.

- A. *Any **recreational vehicle**, trailer, or boat shall comply with all provisions of Section [1.17.110](#).*

- B. *A **recreational vehicle**, trailer, or boat may be stored on a parcel in a residential zone; provided, that:*
 - 1. *It is not connected to sewer, water, gas, electricity, telephone or other utilities;*
 - 2. *It is not used for human habitation;*
 - 3. *It is operative and licensed and located only in those areas allowed in Section [1.17.110](#).*

- C. *It is unlawful for any property owner to permit any person to park a **recreational vehicle**, trailer, or boat on the property owner's property for the purpose of using it as living quarters within the city.*

- D. ***Recreational vehicles** or trailers may be permitted as living quarters only in a trailer or **recreational vehicle** park duly permitted, approved and licensed by the state pursuant to the **Recreational Vehicle Park Occupancy Law** (California Civil*

Code Section [799.20](#) et seq.), and subject to issuance of applicable permits by the city in accordance with Title [17](#).

- E. A violation of this section shall be a public nuisance subject to the remedies and procedures provided in Chapters [1.16](#), [1.17](#), [1.18](#) and [1.19](#). (Ord. 536, Att. A, 2023)

1.17.110 Public nuisance--Vehicles, boats, trailers, campers, camper shells or similar vehicles.

Vehicles, boats, trailers, campers, camper shells or similar vehicles are considered public nuisances if they are:

- A. Connected to sewer, water, gas, electricity or telephone lines;
- B. Used for permanent habitation;
- C. Used for sleeping or cooking purposes in areas and at times where such use is not specifically authorized...

As noted, Council directed staff to consider allowing home occupations in recreational vehicles at the public hearing held July 7, 2026, for the first reading of Ordinance 555. The Council suggested allowing the use through the conditional use permit process. Staff recommended that, if pursued, the use be on a trial basis (i.e., with a sunset clause) in addition to requiring a conditional use permit. Based on additional research and review:

The State Board allows mobile units, including recreational vehicles, to be used for mobile uses licensed by the Board of Barbering and Cosmetology. While these units typically are expected to be driven to other locations to provide services, the Board allows recreational vehicles to operate from a fixed site (i.e., from a residential parcel). The use of a bathroom in the RV is allowed under the mobile permit¹. In addition, the Calaveras County Environmental Management Agency reviewed the proposal to use an RV for barbering and cosmetology and requires other conditions including, but not limited to:

- A plan check submittal to EH for the Mobile facility for review and approval for permitting is required.
- Compliance with state regulations for Mobile Body Art Facilities Act including
 - ✓ A fixed hand wash sink in the procedure area for the exclusive use of the practitioner that meets all of the following requirements: Availability of containerized liquid soap and single-use paper towels that are dispensed from a wall-mounted, touchless dispenser.
 - ✓ A pressurized supply of at least five gallons of potable water. Warm water.
 - ✓ The sink measures at least nine inches wide, nine inches long, and five inches deep.
 - ✓ All counter surfaces and service trays shall have a smooth, durable, and nonabsorbent finish.

¹ Personal communication, California Board of Barbering and Cosmetology, 7/14/26 – Inga Thomas and Marissa Villalobos (916) 575-7100

- ✓ Waste water tank sized to be a minimum of 1.5 times the size of the potable water tank.
- ✓ All body art procedures shall be completed inside the mobile body art facility.
- ✓ The mobile body art facility's doors and windows shall remain closed during procedures. except doors or windows may remain open during a procedure the openings are covered by a screen constructed to cover the entirety of the opening that is the equivalent of a 16 mesh per square inch screen or better.
- ✓ Use only purchased disposable, single-use, pre-sterilized instruments. 1
- ✓ A mobile body art facility shall only be operated within 200 feet of an accessible restroom.
- ✓ A mobile body art facility shall be used exclusively for performing body art and shall not be used as a living space or residence.

Staff reviewed the proposal to use recreational vehicles and offers the following:

Planning Commission and Planning Staff: Allowing the use of recreational vehicles for home occupations could result in conflicts with existing code requirements established to address community complaints related to persons living in recreational vehicles (i.e., would be substantially detrimental to the health, safety, or general welfare of the city).

Public Works: RVs collect water and wastewater in tanks that are oxygen poor (anaerobic). For that reason, RV tank waste cannot be dumped into the city's water or wastewater system without adversely impacting the city's system (which requires aeration/oxygen - aerobic). If RVs are used for Home Occupations, they would either have to be conditioned to regularly empty tanks at an approved clean-out /dump facility (the nearest one is Frogtown RV park, current fee \$25). Alternatively, the RV would have to connect directly to City's public water and public sewer systems. This alternative could be costly.

Police Department: The City's existing Home Occupation Ordinance appears to intentionally balance allowing home-based businesses while preserving the residential character of neighborhoods. Section 17.06.060 limits traffic, parking, and commercial impacts, requires home occupations to be conducted within the residence or an approved accessory structure, and specifically prohibits the use of recreational vehicles for home occupations. Those provisions appear to reflect a deliberate policy decision to distinguish traditional home occupations from uses that could create neighborhood impacts and additional enforcement challenges.

The Angels Camp Police Department is already responding to ongoing issues involving RVs on public property, private property, and commercial property throughout the City. These situations generate complaints from residents and property owners and require considerable enforcement resources. While we recognize that many individuals residing in RVs are doing so because of economic hardship and other difficult circumstances, we also encounter individuals who disregard municipal codes and state law, resulting in repeated calls for service and quality-of-life concerns.

My concern is that creating an exception for a commercial RV could unintentionally undermine the City's existing policy and make enforcement more difficult. Residents may reasonably question why one RV is permitted to remain on residential property while others are prohibited. Although the ordinance may distinguish between commercial use and residential occupancy, that distinction may not be apparent to the public and could lead to additional requests for exceptions, increased complaints, and allegations of inconsistent enforcement.

I also share Planning's concerns regarding utility connections, wastewater disposal, and ongoing compliance. These issues would require continued monitoring and enforcement to ensure permit conditions and municipal code requirements are maintained. If the City ultimately chooses to move forward with this proposal, I recommend that any approval include clear eligibility criteria, objective operational standards, and enforceable permit conditions to preserve the intent of the Home Occupation Ordinance and minimize future enforcement issues.

Based on the preceding staff and Commission input, staff recommends the following **if** the City Council opts to allow recreational vehicles for home occupations:

- 1. Allow use of an RV for a home occupation only on parcels of one acre or larger
- 2. Require a conditional use permit
- 3. Prohibit connections to public water and public sewer – require home occupations in an RV to dump black and grey water at an approved clean-out facility
- 4. Include a sunset clause to sunset in 24 months unless extended by the City Council
- 5. Require and reference County environmental management agency requirements

With these provisions, Finding C could be made relative to using RVs for a home occupation.

FINANCIAL IMPACT:

City fees for a business license and issuing a home occupation permit will continue to be charged. Therefore, impacts to the General Fund are not anticipated. The potential exists for an increase in code compliance cases.

ENVIRONMENTAL FINDING:

The proposed amendment will allow for minor changes in the use of existing residences. Therefore, the proposed amendment is exempt from further environmental review pursuant Section 15301, Class 1 (Existing Facilities) of the State and City guidelines for the implementation of the California Environmental Quality Act (CEQA) which includes minor alterations of existing public or private structures. None of the exceptions of Section 15300.2 apply (i.e., no significant impacts are anticipated, indoor uses in an existing building that will have no exterior changes will not alter a scenic highway or cultural resource and known hazardous waste sites in the City are either associated with commercially-zoned property or a vacant lot—neither being used for residential uses).

ATTACHMENTS:

- 1) Planning Commission Resolution of Intent 26-08

- 2) Letter of Request for Change in Home Occupation Regulations
- 3) Ordinance 555 with
 - Option A – Does not permit the use of Recreational Vehicles
 - Option B – Allows the use of Recreational Vehicles under certain circumstances. This Option includes a sunset clause of December 31, 2028.

Attachment 1
Planning Commission Resolution of Intent 26-08

RESOLUTION OF INTENT NO. 26-08
A RESOLUTION OF INTENTION OF THE CITY OF ANGELS PLANNING
COMMISSION RECOMMENDING TO THE CITY COUNCIL AMENDING ANGELS
MUNICIPAL CODE SECTION 17.06.060 ADDING BARBERING AND
COSMETOLOGY TO ALLOWABLE HOME OCCUPATIONS WITH DEVELOPMENT
STANDARDS

WHEREAS, the City of Angels Planning Commission is authorized by City of Angels Municipal Code Section 17.85.020 generally 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 Planning Commission held a duly noticed public hearing on June 11, 2026, and received public input on the proposed code amendments and associated supporting documents; and

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

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

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

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, pursuant to Section 15301, Class 1 (Existing Facilities) of the City and State Guidelines for the implementation of CEQA.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council approval of amendments to City of Angels Municipal Code Section 17.06.060 adding barbering and cosmetology to allowable home occupations with development standards per Exhibit 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 June 11, 2026, by Commissioner Wendt and being duly seconded by Commissioner Gordon. **PASSED AND ADOPTED THIS 11th day of June, by the following vote:**



Home of the Jumping Frog • Angelscamp.gov

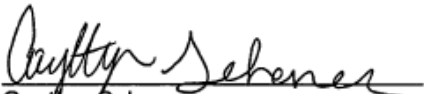
AYES: Broeder, Gordon, Wendt, Tiscornia

NOES: Stammerjohan

ABSTAIN: None

ABSENT: None

ATTEST:


Caylyn Schaner
Deputy City Clerk


John Broeder
Chairman



Attachment 2
Public Request for Code Amendment

Sarah Reynolds

Angels Camp, CA 95222

November 10, 2025

Planning Department

City of Angels Camp

571 Stanislas Street, Suite C

Angels Camp, CA 95222

Subject: Request for Variance for Home-Based Business Operation

Dear Members of the Planning Department,

I hope this letter finds you well. My name is Sarah Reynolds, and I am writing to humbly request your consideration for a variance to the current zoning restrictions that limit home-based businesses to “mail order only.” I live at **XXXXX** with my six children and husband, and I would be deeply grateful for your support in allowing me to operate a small, state-licensed permanent makeup business from a private trailer on our 1.5-acre property.

This business is my way of providing for my family while balancing my responsibilities as a mother. Each appointment is personal, quiet, and carefully conducted in a way that ensures the highest standards of sanitation and safety. I only see one client at a time—typically three to four clients per week—and each visit is a peaceful, uplifting experience for both the client and myself.

For me, this work is not just a job; it’s a passion that allows me to help people feel confident and cared for. It’s also a lifeline for my family. Working from home provides me with the ability to support my children while staying present in their lives—something that is incredibly important to me. Without this business, I would not be able to continue providing for them in a way that allows me to be both a mother and a professional.

I understand that the City’s zoning regulations are in place to preserve the character and peace of our neighborhoods, and I fully respect that intention. I want to reassure you that I have taken every step to ensure that my business will have no impact on the surrounding area. There will be no signage, no external changes to the property, no added noise, and no increase in traffic. My property is large enough to offer ample parking on-site, so clients will never park on the street or disturb the quiet of the neighborhood.

Operating from home is the only way I can continue doing what I love without causing financial strain. The costs of renting commercial space—between the rent, utilities, and the required modifications—would make it impossible for me to continue supporting my family in this way.

I am asking for this variance not just for myself, but for my children. This business allows me to be a present, involved mother while also giving me the opportunity to provide for them with pride and dignity. Every day that I am able to do this work is a day I can show my children that with hard work and determination, we can build a better future, no matter the challenges we face.

By granting this variance, you would be helping a family financially and continue to contribute to our community in a meaningful way. Your decision would allow me to continue offering a service that is both personally fulfilling and deeply beneficial to my clients, all while respecting the values of our neighborhood.

I would be happy to provide any additional information you may need, whether it be a floor plan, neighbor approval, or further clarification. Please feel free to reach out to me with any questions.

Thank you for taking the time to consider my request. Your support would make an enormous difference to my family, and I would be deeply grateful for your understanding and compassion

**Sincerely,
Sarah Reynolds**

A handwritten signature in black ink that reads "Sarah Reynolds". The signature is written in a cursive, flowing style with a large initial "S" and a long, sweeping underline.

**CITY OF ANGELS
CITY COUNCIL
ORDINANCE No. 555**

**AMENDING ANGELS MUNICIPAL CODE SECTION 17.06.060 ADDING BARBERING
AND COSMETOLOGY TO ALLOWABLE HOME OCCUPATIONS WITH
DEVELOPMENT STANDARDS**

WHEREAS, the City of Angels Planning Commission is authorized by City of Angels Municipal Code Section 17.85.020 generally 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 Planning Commission held a duly noticed public hearing on June 11, 2026, and received public input on the proposed code amendments and associated supporting documents and recommended to the City Council adoption of the proposed changes pursuant to Resolution 26-08 on a vote of 4-1 (Stammerjohan dissenting); and

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

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

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

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, pursuant to Section 15301, Class 1 (Existing Facilities) of the City and State Guidelines for the implementation of CEQA.

WHEREAS, the proposed code amendments are included herein in **Attachment A – Option A or Option B** to this ordinance.

WHEREAS, the City Council introduced the ordinance at its meeting of July 7, 2026; July 21, 2026, and August 4, 2026, for a second reading;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Angels does hereby approve amending Angels Municipal Code Section 17.06.060 adding Barbering and Cosmetology to Allowable Home Occupations with Development Standards.

PASSED AND ADOPTED this 4th day of August 2026, by the following vote:



HOME OF THE JUMPING FROG

AYES:
NOES:
ABSTAIN:
ABSENT:

Caroline Schirato, Mayor

Haley Bugarin, City Clerk



Attachment A/Option A EXCLUDES Recreational Vehicle Use to Ordinance 555

Add the following definitions:

17.09.020 Barbering and Cosmetology

“Barbering or Cosmetology” means those services as defined in California Business and Professions Code Section 7316 (a-g)

17.09.030 Cosmetology. See “Barbering and Cosmetology.”

Amend as follows:

17.06.060 Home occupation criteria.

An occupation conducted in a dwelling unit is allowed in the R-1, R-1:GHC, R-2, R-3, RE-1, and RE-5 zones, provided:

A. No person, other than members of the immediate family residing on the premises, shall be engaged in such occupation;

B. The home occupation shall be clearly incidental and subordinate to its use for residential purposes, and not more than twenty-five percent of the floor area of the dwelling unit shall be used in the conduct of the home occupation;

C. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation;

D. All home occupation activities shall be conducted entirely within the residential unit, garage, or other accessory structure. The use of a Recreational Vehicle or Recreational Trailer for a home occupation is not permitted.

~~D~~E. No home occupation shall be conducted in more than one existing accessory building;

~~E~~F. There shall be no sale of products other than products handcrafted by the occupants or products which are related and incidental to a service provided;

~~F~~G. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood except as provided in paragraphs J and K, below;



~~GH.~~ No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot.

~~HJ.~~ The city may include additional conditions as necessary to ensure the health, safety, general welfare, and maintenance of the residential character of the neighborhood in which the home occupation is located.

J. Traffic and Parking Generation. Home occupations shall not generate more than 7.5 average daily trips in the vicinity or on the street on which the dwelling is located or the need for additional parking spaces.

K. Barbering and Cosmetology. Barbering and Cosmetology includes activities conducted by Barbers, Cosmetologists, Electrologists, Estheticians, Hairstylists, and Manicurists as regulated by the California Board of Barbering and Cosmetology as defined in Chapter 17.09. In addition to the preceding, the following is required for a home occupation for these uses:

1. Permitted only in the RE-1, RE-5 zoning district or in R-1 on parcels 1 acre or greater in size
2. Only a single station is permitted.
3. Clients shall be by appointment only.
4. Client hours shall be limited to 8:00 a.m. to 8:00 p.m. weekdays and 10:00 a.m. to 5:00 p.m. on weekends and holidays.
5. Total daily clients shall not exceed 8.
- 4.6. Salon operators shall secure all necessary permits from the California Board of Barbering and Cosmetology including a Personal Service Permit (Business and Professions Code Section 7402.5, or as may be amended), a home salon permit, or In-Home Services Permit (Business and Professions Code 7318), as applicable unless waived by the California Board of Barbering and Cosmetology. Please note that some salons require a separate entrance from the home.
7. Facility Permits shall be secured from the Calaveras County Environmental Management Agency prior to operation. A copy of the County-issued permit shall be provided to the City.
8. In-home services exclude singeing, relaxing, chemically waving and dyeing hair; chemical exfoliation or exfoliation with the use of a tool, machine, or device. Filing and buffing nails shall be by nonelectrical tools.



9. Client bathrooms shall be provided at the home. Portable bathrooms are prohibited.

11. A violation of this section shall be a public nuisance subject to the remedies and procedures provided in Chapters [1.16](#), [1.17](#), [1.18](#) and [1.19](#). (Ord. 536, Att. A, 2023; Ord. 270 (part), 1984)



HOME OF THE JUMPING FROG

Attachment A/Option B (Allowing use of Recreational Vehicles) to Ordinance 555

Add the following definitions:

17.09.020 Barbering and Cosmetology

“Barbering or Cosmetology” means those services as defined in California Business and Professions Code Section 7316 (a-g)

17.09.030 Cosmetology. See “Barbering and Cosmetology.”

Amend as follows:

17.06.060 Home occupation criteria.

An occupation conducted in a dwelling unit is allowed in the R-1, R-1:GHC, R-2, R-3, RE-1, and RE-5 zones, provided:

- A. No person, other than members of the immediate family residing on the premises, shall be engaged in such occupation;
- B. The home occupation shall be clearly incidental and subordinate to its use for residential purposes, and not more than twenty-five percent of the floor area of the dwelling unit shall be used in the conduct of the home occupation;
- C. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation;
- D. No home occupation shall be conducted in more than one existing accessory building;
- E. There shall be no sale of products other than products handcrafted by the occupants or products which are related and incidental to a service provided;
- F. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood except as provided in paragraphs I and J, below;
- G. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot.
- H. The city may include additional conditions as necessary to ensure the health, safety, general welfare, and maintenance of the residential character of the neighborhood in which the home occupation is located.

I. Traffic and Parking Generation. Home occupations shall not generate more than 7.5 average daily trips in the vicinity or on the street on which the dwelling is located or the need for additional parking spaces.

J. **Barbering and Cosmetology.** Barbering and Cosmetology includes activities conducted by Barbers, Cosmetologists, Electrologists, Estheticians, Hairstylists, and Manicurists as regulated by the California Board of Barbering and Cosmetology as defined in Chapter 17.09. In addition to the preceding, the following is required for a home occupation for these uses:

1. Permitted only in the RE-1, RE-5 zoning district or in R-1 on parcels 1 acre or greater in size
2. Only a single station is permitted.
3. Clients shall be by appointment only.
4. Client hours shall be limited to 8:00 a.m. to 8:00 p.m. weekdays and 10:00 a.m. to 5:00 p.m. on weekends and holidays.
5. Total daily clients shall not exceed 8.
6. Salon operators shall secure all necessary permits from the California Board of Barbering and Cosmetology including a Personal Service Permit (Business and Professions Code Section 7402.5, or as may be amended), a home salon permit, or In-Home Services Permit (Business and Professions Code 7318), as applicable unless waived by the California Board of Barbering and Cosmetology. Please note that some salons require a separate entrance from the home.
7. Facility Permits shall be secured from the Calaveras County Environmental Management Agency prior to operation. A copy of the County-issued permit shall be provided to the City.
8. In-home services exclude singeing, relaxing, chemically waving and dyeing hair; chemical exfoliation or exfoliation with the use of a tool, machine, or device. Filing and buffing nails shall be by nonelectrical tools.
9. Client bathrooms shall be provided at the home, unless otherwise provided in Paragraph K. Portable bathrooms are prohibited.
10. Use of a recreational vehicle shall be subject to Paragraph K. If RV use is approved pursuant to a conditional use permit, a mobile unit or mobile facility permit shall be secured from the California Board of Barbering and Cosmetology and the Calaveras County Environmental Management Agency.

K. Use of a Recreational Vehicle for a Home Occupation

1. Use of a Recreational Vehicle for a Home Occupation shall require a conditional use permit in accordance with Chapter 17.78.

2. At a minimum, the following standard applies:

Recreational vehicle holding tanks (black and grey water) shall be dumped regularly at an approved dump site/clean-out facility. Dumping into the City's public water or public wastewater system is prohibited.

The provisions of Paragraph K allowing the use of a recreational vehicle for a home occupation shall remain in effect until December 31, 2028, and as of that date is repealed, unless the City Council acts to extend it.

L. A violation of this section shall be a public nuisance subject to the remedies and procedures provided in Chapters [1.16](#), [1.17](#), [1.18](#) and [1.19](#). (Ord. 536, Att. A, 2023; Ord. 270 (part), 1984)



CITY OF ANGELS
COMMUNITY DEVELOPMENT

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

DATE: August 4, 2026

TO: City of Angels City Council

FROM: Amy Augustine, AICP – City Planner

RE: Public Hearing: Introduce, Waive the First Reading by Substitution of Title, Hold a Public Hearing and Set August 18, 2026, for a Second Reading to Consider Ordinance 556 Adding a New Section 17.06.240 of the City of Angels Municipal Code addressing state requirements streamlining permitting for Electrical Vehicle Charging Stations (EVCS) and Hydrogen Fueling Stations (HFS).

RECOMMENDATION:

Introduce Ordinance 556, waive the first reading by substitution of title, hold a public hearing and set August 18, 2026 for a second reading.

Changes recommended by the City Council should be made at this time.

BACKGROUND:

The Planning Commission held a public hearing to consider the proposed code changes and, per Resolution of Intent 26-09, unanimously recommended adoption of Ordinance 556 to the City Council without changes.

The State of California adopted AB 1236 (Chiu, 2015) requiring all California cities to develop an expedited, streamlined permitting process for Electrical Vehicle Charging Stations (EVCS) and Hydrogen Fueling Stations (HFS). EVCS code changes were to be adopted by September 30, 2017. HFS ordinances are to be adopted by September 30, 2028. The process requires adopting both ordinances and application checklists. AB 970 (McCarty, 2021) requires limiting jurisdictional reviews of these facilities to health and safety requirements. It also added binding timelines based on project sizes, and clarified parking requirements. Legislation is codified in Government Code Sections 65850.7 and 65850.71.

Other requirements or clarifications of these bills include:

- Applications for ECVS shall be administratively approved through a building permit or similar non-discretionary permit
- Applications for HFS shall be administratively approved through a building permit or similar non-discretionary permit if:
 - ✓ It is zoned for industrial or commercial development and doesn't contain any residential units
 - ✓ It was previously developed with a service station

- Limits comments on applications to one set of comments detailing all application deficiencies
- Law applies to all charging station installations including Level 1, Level 2, and DC Fast charging; public and private; light-, medium-, and heavy-duty EVCS including essential components and infrastructure for EVCS function
- 1-25 EVCS stations at a single site require applications to be deemed complete within 5 days or detail all necessary changes. Once complete:
 - ✓ Project is approved within 20 business days unless a finding of a specific adverse impact to health and safety is made
 - ✓ Appeals may be made to the Planning Commission
- 26+ EVCS stations at a single site - applications to be deemed complete within 10 business days and approved within 40 days after deemed complete
- Parking requirements shall be reduced by the amount necessary to accommodate EVCS and associated equipment

Legislation notes that utility approval to connect to the grid and operate the facility is a separate process for EVCS permit processing. The burden is placed on project applicants to involve their local utility. Before a new EVCS can be used, it must pass final inspection(s) by the City Building Inspector.



Figure 1: Hydrogen Fueling Station

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.

Finding A – Consistency with the Angels Camp Municipal Code

The proposed code change is required by state law. Upon adoption by the City Council, the new addition to the municipal code will be consistent with the Angels Municipal Code and Finding A can be made.

Finding B – Consistency with the General Plan

The goals, policies and implementation measures of the City of Angels General Plan 2020 Air Quality Element are closely tied to compliance with the requirements of the California Environmental Quality Act and local, state and federal air quality regulations.

Specific programs in the General Plan include:

9.A.5 Emphasize the reduction of air emissions (including greenhouse gas emissions) generated from sources located within the City of Angels and under City control. [2020 GENERAL PLAN MITIGATION MEASURE, MM-AIR-03]

9.A.7 Reduce the emission of greenhouse gases, counteract the effects of, and protect the City’s residents from the effects of global warming to the maximum extent feasible. [2020 GENERAL PLAN MITIGATION MEASURE, MM-AIR-03]

EVCS and HFS assist in fueling low emissions vehicles and the expansion of their use encourages wider use of such vehicles. Facilitating the use of such vehicles is intended to reduce air emissions and assist in implementing the preceding general plan programs. Therefore, Finding B can be made.

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

The proposed code change is required by state law and includes health and safety standards that must be met for installing EVCS and HFS, specifically, the proposed code changes include compliance with:

- A. For EVCS: the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities

Commission regarding safety and reliability, or rules of the Department of Food and Agriculture regarding safety, reliability, weights, and measures and the California Building and/or Residential Code

- B. For HFS: the Society of Automotive Engineers and accredited nationally recognized testing laboratories; all applicable state laws and regulations pertaining to hydrogen fueling, including any rules established by the State Air Resources Board, Energy Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures; and guidance established by the Governor’s Office of Business and Economic Development, as outlined in the Hydrogen Station Permitting Guidebook.

The proposed code does not supersede the building inspector’s authority to address higher priority life-safety situations. If the building official makes a finding based on substantial evidence that the EVCS or HFS could have a specific adverse impact upon the public health or safety, the city may require the applicant to apply for a use permit. If a conditional use permit is required, denial may occur based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Based on the preceding, Finding C can be made.

FINANCIAL IMPACT:

City Building Permit fees are being established for installing EVCS and HFS. Building fees will cover the cost of processing these permits. Therefore, impacts to the General Fund are not anticipated.

ENVIRONMENTAL FINDING:

The proposed amendment will allow for installing EVCS and HFS. Therefore, the proposed amendment is exempt from further environmental review pursuant Section 15303, Class 3 (New Construction of small structures) of the State and City guidelines for the implementation of the California Environmental Quality Act (CEQA) which includes construction and location of limited numbers of new, small facilities or structures; including installation of small new equipment and facilities in small structures. Potential exceptions to this exemption pursuant to 15300.2 will be considered at the time a specific site is selected.

ATTACHMENTS:

- 1) Planning Commission Resolution of Intent 26-09
- 2) Ordinance 556 with proposed code changes

Attachment 1
Planning Commission Resolution of Intent 26-09

CITY OF ANGELS
PLANNING COMMISSION

RESOLUTION OF INTENT NO. 26-09

**A RESOLUTION OF INTENT OF THE CITY OF ANGELS PLANNING COMMISSION
RECOMMENDING TO THE CITY COUNCIL A NEW SECTION 17.06.240 OF THE CITY OF
ANGELS MUNICIPAL CODE ADDRESSING STATE REQUIREMENTS STREAMLINING
PERMITTING FOR ELECTRICAL VEHICLE CHARGING STATIONS (EVCS) AND
HYDROGEN FUELING STATIONS (HFS).**

WHEREAS, the City of Angels Planning Commission is authorized by City of Angels Municipal Code Section 17.85.020 generally 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 Planning Commission held a duly noticed public hearing on July 9, 2026, and received public input on the proposed code amendment and associated supporting documents; and

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

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

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

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, pursuant to Section 15303, Class 3 (New Small Facilities)) of the City and State Guidelines for the implementation of CEQA.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council Recommend to the City Council a New Section 17.06.240 of the City of Angels Municipal Code addressing state requirements streamlining permitting for Electrical Vehicle Charging Stations (EVCS) and Hydrogen Fueling Stations (HFS) per **Exhibit 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 July 9, 2026, by Commissioner Stammerjohan and being duly seconded by Commissioner Gordon. PASSED AND ADOPTED THIS 9th day of July, by the following vote:

AYES: Broeder, Gordon, Stammerjohan, Wendt

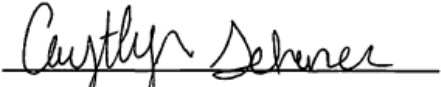
NOES: None

ABSTAIN: None

ABSENT: Tiscornia

ATTEST:


John Broeder
Chairman


Caytlyn Schaner
Deputy City Clerk

CITY OF ANGELS
CITY COUNCIL
ORDINANCE No. 556

AMENDING ANGELS MUNICIPAL CODE SECTION 17.06.240 ADDRESSING STATE
REQUIREMENTS STREAMLINING PERMITTING FOR ELECTRICAL VEHICLE
CHARGING STATIONS (EVCS) AND HYDROGEN FUELING STATIONS (HFS)

WHEREAS, the City of Angels Planning Commission is authorized by City of Angels Municipal Code Section 17.85.020 generally 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 Planning Commission held a duly noticed public hearing on July 9, 2026, and received public input on the proposed code amendments and associated supporting documents and recommended to the City Council adoption of the proposed changes pursuant to Resolution of Intent 26-09 on a vote of 4-0 (Tiscornia absent); and

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

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

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

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, pursuant to Section 15303, Class 3 (New Construction of small structures) of the City and State Guidelines for the implementation of CEQA.

WHEREAS, the proposed code amendments are included herein in **Attachment A** to this ordinance; and

WHEREAS, the City Council introduced the ordinance at its meeting of August 4, 2026, and August 18, 2026, for a second reading;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Angels does hereby approve amending Angels Municipal Code Section 17.06.240 addressing state requirements streamlining permitting for Electrical Vehicle Charging Stations (EVCS) and Hydrogen Fueling Stations (HFS).

PASSED AND ADOPTED this 18th day of August 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Caroline Schirato, Mayor

Haley Bugarin, City Clerk



HOME OF THE JUMPING FROG

Exhibit A to Ordinance 556

Add a new Section 17.06.240 as follows:

17.06.240 Electrical Vehicle Charging Stations (EVCS) and Hydrogen Fueling Stations (HFS)

A. Definitions

For the purposes of this section, the following definitions apply:

- i. “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit.
- ii. “Electronic submittal” means the utilization of one or more of the following: email, internet, or facsimile.
- iii. “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- iv. “Hydrogen-fueling station” means the equipment and structural design components necessary to ensure the safety of the fueling station, including hydrogen-refueling canopies, that are used to store and dispense hydrogen fuel to vehicles according to industry codes and standards that are open to the public.
- v. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

B. Building Permit Required

- i. An EVCS shall be administratively approved through the issuance of a building permit except as provided in Paragraph D.
- ii. A HFS shall be administratively approved through the issuance of a building permit on a parcel that satisfies either of the following:
 - a) It is zoned for industrial or commercial development and does not contain any residential units; or



HOME OF THE JUMPING FROG

- b) It was previously developed with service station. For purposes of this subparagraph, “service station” means any establishment which offers for sale or sells gasoline or other motor vehicle fuel to the public;

except as provided in Paragraph D.

C. Building inspector review

- i. The building inspector’s review shall be limited to whether the EVCS or HFS meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the EVCS or HFS will not have a specific, adverse impact upon the public health or safety.
- ii. An EVCS shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability, or rules of the Department of Food and Agriculture regarding safety, reliability, weights, and measures.

Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the current California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer’s installation instructions. Mounting of charging stations shall not adversely affect building elements.

- iii. A HFS shall meet all of the following, as applicable:
 - a) Safety and performance standards established by the Society of Automotive Engineers and accredited nationally recognized testing laboratories.
 - b) All applicable state laws and regulations pertaining to hydrogen fueling, including any rules established by the State Air Resources Board, Energy



HOME OF THE JUMPING FROG

Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures.

- c) Guidance established by the Governor’s Office of Business and Economic Development, as outlined in the Hydrogen Station Permitting Guidebook.

D. Finding of specific adverse impact

It is the intent of this Section to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the building inspector’s authority to address higher priority life-safety situations. If the building official makes a finding based on substantial evidence that the EVCS or HFS could have a specific adverse impact upon the public health or safety, as defined in this Section, the city may require the applicant to apply for a use permit. The decision of the building inspector may be appealed to the Planning Commission in accordance with Section 17.81.020.

E. Findings for denial of a conditional use permit

If a conditional use permit is required pursuant to **Paragraph D**, denial shall require written findings based upon substantial evidence in the record that:

- i. the proposed installation would have a specific, adverse impact upon the public health or safety, and
- ii. there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Findings shall include the basis for the rejection of potential feasible alternatives for preventing the adverse impact. Any conditions imposed on an application to install an EVCS or HFS shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

F. Conditions of approval

In addition to limitations establish in **Paragraph E**, the city shall not condition approval of an EVCS or HFS on the approval of the station by an association, as that term is defined in Section 4080 of the California Civil Code (i.e., a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development).

G. Application, Review and Streamlined Permitting

- i. Checklist
The City shall maintain a checklist of all requirements that qualify an EVCS (or HFS for streamlined review in accordance with **Paragraph H**.
- ii. Complete application



HOME OF THE JUMPING FROG

Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have a specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

Upon confirmation by the building official that the permit application and supporting documents meet the requirements of the city's adopted checklist, and are consistent with all applicable laws and health and safety standards, the building official shall, consistent with Government Code Section [65850.7](#), approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the electric vehicle charging station until approval is granted by the city.

- iii. Incomplete application
If the building inspector determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

H. Checklists and Permit Submittal

- i. Checklists
Checklists, including required permitting documentation, shall be published and maintained on the city’s website. Checklists shall contain the recommendations of the “Electric Vehicle Charging Station Permitting Guidebook” and the “Hydrogen Station Permitting Guidebook” published by the Governor’s Office of Business and Economic Development, as applicable and as modified due to unique climactic, geological, and topographical conditions.
- ii. Electronic submittal and signature
Electronic permit submittal shall be available. Electronic signatures on all forms, applications, and other documentation are permitted.

I. Sunset

This Section shall remain in effect through January 1, 2030, unless legislation is adopted to extend the deadline.





CITY OF ANGELS
COMMUNITY DEVELOPMENT

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

DATE: August 18, 2026

TO: City of Angels City Council

FROM: Amy Augustine, AICP – City Planner

RE: Public Hearing: Resolution 26-73 Considering and Approving the City’s 2024-2028 Permanent Local Housing Allocation (PLHA) 5-Year Plan and authorizing acquisition of 2024-2028 Formula Allocation PLHA Funds

RECOMMENDATION:
Hold a public hearing taking input on the City’s 2024-2028 Permanent Local Housing Allocation (PLHA) 5-Year Plan, incorporate any necessary changes, approve the 5-Year Plan and authorize acquisition of PLHA Formula Allocation Funds per Resolution 26-73.

BACKGROUND/DISCUSSION:
On September 3, 2024, the City Council authorized staff to pursue Cycle 1 (2019-2023) PLHA funding. Those monies were secured and \$253,322 was made available to the City. The majority of the funds went to Habitat for Humanity to assist in constructing 10 single-family residences at Eureka Oaks. Building permits for those homes are currently pending.

Cycle 2 PLHA funds are now available. A new (2024-2028) five-year plan has been prepared and was released on the City’s website for public review. Staff is requesting that Council hold a public hearing to take input on the 5-year plan, make any necessary changes, approve the plan, and authorize staff to again secure PLHA funding.

As with prior PLHA funding, a Notice of Funding Availability (NOFA) will be released to local non-profit organizations that encourage housing. In the past, these included Habitat for Humanity Calaveras, Sierra Hope and St. Patrick’s Church. Proposals will be received, scored by a committee, and a recommendation of award(s) made to the City Council for final approval.

PLHA Funding is available for three activity categories: Rental, Homeownership and Homelessness Assistance. The previous 5-Year plan initially included all three categories. However, interest in funding was primarily for homeownership. Therefore, to avoid amending the 5-Year Plan, the 2024-2028 Plan includes only homeownership.

GENERAL PLAN CONSISTENCY

The proposed program is consistent with the following goal and implementation program from General Plan 2020:

Goal 2D *Facilitate the provision of decent housing in a suitable environment for all income levels, ethnicities, age levels, sexes and for the disabled and at-risk families consistent with the demographics of the City’s population.*

Implementation Program

2.D.n Pursue Funding
Pursue state and federal funding sources to assist in the development of housing for extremely low, very low, low- and moderate-income housing.

FINANCIAL IMPACT:

The City could secure up to \$353,238 to assist local non-profit organizations with providing housing over the life of the 5-year Plan. The City may use up to 5% of this allocation for administration. Formula allocations for 2024 and 2025 total \$118,510. Formula allocations for 2026, 2027 and 2028 are pending.

ENVIRONMENTAL FINDING:

A request to apply for grant funding is not a project pursuant to the state and City guidelines for implementing the California Environmental Quality Act. Therefore, the proposal is not subject to CEQA.

ATTACHMENTS:

- 1) Resolution 26-73 with Attachment A – 5-Year PLHA Plan

Resolution 26-73
City of Angels City Council

AUTHORIZING RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL

**AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

All/A necessary quorum and majority of the City Council Members of the City of Angels City Council hereby consents to, adopts, and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$137.5 million in CY 2024 funds and \$147.2 in CY 2025 funds under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 07/16/2026 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS the City of Angels is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA **\$ 118,510.00** in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2024-2028 allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. N/A.
6. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of owner-occupied housing, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(5)(A),(B) and (C).
10. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. The Mayor is authorized to execute the PLHA Program Application, execute the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Angels City Council this 18th day of August 2026, by the following vote:

AYES:

ABSTENTIONS:

NOES:

ABSENT:

Signature of Approving Officer: _____
Caroline Schirato, Mayor
City of Angels City Council

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of the City of Angels, Haley Bugarin, does hereby attest and certify that the foregoing Resolution and the PLHA Plan is a true, full and correct copy of a resolution adopted at a meet of the City of Angels City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

Signature of Attesting Officer: _____
Haley Bugarin, City Clerk
City of Angels

5-YEAR Permanent Local Housing Allocation Plan (2024-2028)

Proposed Activity: 301(2)(A) Affordable Owner Occupied Workforce Housing Activities (Up to 120% AMI) – The payment of predevelopment, development, acquisition, rehabilitation, or preservation costs, including any combination thereof, for Affordable Single-Family ownership housing.

§302(c)(4)(A) Manner in which allocated funds will be used for eligible activities.
Funds will be directly allocated, in the form of grants, to non-profits that increase the supply of housing for households with incomes up to 120% Area Median Income consistent with the City of Angels General Plan 2020 Housing Element (2027). Grant applications will be solicited and include a scoring criteria. Upon receipt of application(s), a staff and community/housing support-based panel will score grant application(s). It is anticipated that the top scoring applicant(s) will be invited to present their program, in person, to the community panel and answer questions, if necessary. Panel recommendations will go before the City Council for final approval. The panel will allocate available funding accordingly. Once awarded, grantees will submit quarterly progress reports to the City. Should a project fail to proceed, unspent funds may be reallocated by the community panel, with the consent of the City Council to an alternate applicant.

§302(c)(4)(B) Description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60% of Area Median Income (AMI).
The City will use the following criteria to prioritize investments to increase the supply of housing for households with incomes at or below 60 percent of Area Median Income by establishing selection (scoring) criteria for grant applications that that include, but are not limited to: income levels of those benefitted by the project (Extremely low, very low, low) - score highest; income levels of those benefitted by the project (moderate income) score lower; Consistency with Angels Camp General Plan 2020 Goal 2D will be evaluated: "How well does the proposed project facilitate the provision of decent housing in a suitable environment for all income levels, ethnicities, age levels, sexes and for the disabled and at-risk families consistent with the demographics of the City's population?"; Number of people benefitted by the project; capacity of the non-profit organization to successfully complete the project; likelihood of funds allocated to provide for or contribute to project advancement or completion.

§302(c)(4)(C) How the Plan is consistent with the programs set forth in the Local Government's Housing Element.
Goal 2D: Facilitate the provision of decent housing in a suitable environment for all income levels, ethnicities, age levels, sexes and for the disabled and at-risk families consistent with the demographics of the City's population. Implementation Program 2.D.n: Pursue Funding.

Pursue state and federal funding sources to assist in the development of housing for extremely low, very low, low-and moderate-income housing.

302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local Government and that the public had adequate opportunity to review and comment on its content.

The Five-Year Plan was circulated from 7/29/26 through 8/18/26 (posted on the City’s website). A public hearing to take input was held 8/18/26 at the City Council’s regular meeting. Resolution 26-73 was presented to the Council following the public hearing. Resolution 26-73 approving the 5-Year Plan and authorizing an application for funding is attached.

302(c)(4)(E) Proposed Activity

- i) **Activity per Section 301 and 100% of funding will be allocated to:**
301(2)(A) Affordable Owner Occupied Workforce Housing Activities (Up to 120% AMI) – The payment of predevelopment, development, acquisition, rehabilitation, or preservation costs, including any combination thereof, for Affordable Single-Family ownership housing.

- ii) **Projected number of households to be served at each income level and comparison to unmet share of the RHNA at each income level.** 5 families are expected to be served and the low-to-moderate income level. The City’s December 31, 2026 through May 15, 2035 RHNA is as follows:

Acutely Low	Extremely Low	Very Low	Low	Moderate	Above-Moderate	Total
16	21	27	41	38	72	215

The 79 Low-to-moderate income level units expected to be produced pursuant to the City’s RHNA is at a rate of approximately 8 units per year as follows:

- 2026 – 8 units
- 2027 – 8 units
- 2028 – 8 units
- 2029 – 8 units
- 2030 – 8 units
- 2031 – 8 units
- 2032 – 8 units
- 2033– 8 units
- 2034– 8 units
- 2035– 6 units

It is anticipated that assistance already is being provided to 10 low-to-moderate income households through 2017. The addition of funding for 5 more units would allow the City to

fulfill 15 of 16 of its RHNA allocation (16) for low-to-moderate income households through the end of 2027, or 94% of the RHNA allocation.

- iii) **Major steps/Actions and proposed schedule to implement and complete the activity.**
 - 1. **Release Notice of Funding Availability to solicit proposals**
 - 2. **Evaluate/score proposals**
 - 3. **City Council approves grant awards**
 - 4. **City executes subagreement with recipient(s)**
 - 5. **Recipient implements activity and receives funds**

Funds will be directly allocated, in the form of grants, to non-profits that increase the supply of housing for households with incomes up to 120% Area Median Income consistent with the City of Angels General Plan 2020 Housing Element (2027). Grant applications will be solicited and include a scoring criteria. Upon receipt of application(s), a staff and community/housing support-based panel will score grant application(s). It is anticipated that the top scoring applicant(s) will be invited to present their program, in person, to the community panel and answer questions, if necessary. Panel recommendations will go before the City Council for final approval. The panel will allocate available funding accordingly. Once awarded, grantees will submit quarterly progress reports to the City. Should a project fail to proceed, unspent funds may be reallocated by the community panel, with the consent of the City Council to an alternate applicant.

The City will use the following criteria to prioritize investments to increase the supply of housing for households with incomes at or below 60 percent of Area Median Income by establishing selection (scoring) criteria for grant applications that that include, but are not limited to: income levels of those benefitted by the project (Extremely low, very low, low) - score highest; income levels of those benefitted by the project (moderate income) score lower; Consistency with Angels Camp General Plan 2020 Goal 2D will be evaluated: "How well does the proposed project facilitate the provision of decent housing in a suitable environment for all income levels, ethnicities, age levels, sexes and for the disabled and at-risk families consistent with the demographics of the City's population?"; Number of people benefitted by the project; capacity of the non-profit organization to successfully complete the project; likelihood of funds allocated to provide for or contribute to project advancement or completion.

- iv) **Period of affordability and level of affordability for each activity**
See #5 below. 30-year affordability covenant for low-to-moderate income levels.

5. Certification that, if funds are used for acquisition, construction, or rehabilitation of owner-occupied housing, grantee shall record a deed restriction against the property as follows:

Owner-occupied housing restriction requirements: Acquisition or Construction projects: minimum of 20 years

The City anticipates owner-occupied acquisition/construction projects. The City will require filing a certification/Notice of Action stating that the affordability requirements shall remain for a

minimum of 20 years. Initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified lower-income or moderate income household or the homeowner and local government shall share equity in the unit pursuant to an equity sharing agreement.

It is noted that the City has approved a 107-unit work-force housing subdivision. A Development Agreement already is recorded on the property carrying a 30-year covenant that “All housing units shall be sold to qualified buyers of affordable housing as defined by the Housing Element of the City General Plan for a minimum of 30 years from the date each unit is first occupied. The City planner shall verify that the buyers meet the qualification standard for affordable housing. Proof of qualifications of the buyers shall be submitted to the Community Development Dpt. prior to a final building inspection unless otherwise approved by the City Planner or Chief Building Inspector. Any alternative owner-occupied development will carry the same or a similar clause.

6. Certifications. These provisions do not apply to the proposed activity which involves neither development of affordable rental housing development nor acquisition or rehabilitation of a mobilehome park.

7. Program income reuse plan describing how repaid loans, if applicable, will be reused for eligible activities. The proposed funding will be in the form of grants; therefore, this provision is inapplicable.



CITY OF ANGELS
COMMUNITY DEVELOPMENT

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

DATE: August 18, 2026

TO: City of Angels City Council

FROM: Amy Augustine, AICP – City Planner

RE: Public Hearing: Introduce, Waive the Reading by Substitution of Title, Hold a Public Hearing and adopt Ordinance 559, an Urgency Ordinance of the City of Angels City Council in accordance with California Government Code, Section 65858 enacting for a period of forty-five (45) days a moratorium on the approval of any land use entitlements and/or agreements to allow the operation of data centers in the City of Angels

RECOMMENDATION:

Adopt Ordinance 559 establishing a temporary moratorium on Data Centers in the City of Angels. The ordinance requires a 4/5th vote for passage.

BACKGROUND:

By the end of 2024, 1,240 data centers had been built or planned across the U.S. As artificial intelligence use increases both by companies and in individuals' daily lives, data centers have become a necessary piece of infrastructure to support growing demand. Developers are targeting suburban and rural communities for this buildout, offering economic investment many haven't seen since the fall of the U.S. manufacturing industry. However, reports show that communities don't benefit economically from data centers. In fact, data center siting is becoming increasingly controversial as electricity costs surrounding them soar and researchers document their pollution impacts on public health.

To mitigate some of these harms, several localities — including Seattle in the U.S.; Stockholm, Sweden; Mantsala, Finland; and South Dublin, Ireland — have begun to harness the excess heat that data centers emit to warm nearby neighborhoods. Larger companies such as Google and Amazon are investing in nuclear power for data centers, but the infrastructure is even more costly and time-consuming. And some tech giants have proposed building data centers in space.

(American Planning Association, planning.org.)

Note: The following and Ordinance 559 are taken substantially from the research, staff report and ordinance prepared for the City of Coachella

For the purposes of this discussion, “data centers” are a structure, structures, or site used primarily for the storage, management, processing, and transmission of digital data and that houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage, processing, and related operations. Data center uses include data storage facilities, small data storage facilities, server farms, artificial intelligence training or processing, image processing, cloud computing, email servicing, and other similar uses and appurtenant facilities.

“Data Centers” are a new land use not addressed in the City’s land use plans or codes. Advances in cloud computing, artificial intelligence, cryptocurrency processing, large-scale digital storage, and high-density computing have resulted in a substantial increase in proposals for large industrial-scale data centers throughout California and the western United States. The land use may pose a threat to the City’s infrastructure as detailed in Ordinance 559 for some of the following reasons:

1. No regulatory framework. The City’s existing zoning code and development standards were adopted before the emergence of modern hyperscale and artificial intelligence-oriented data centers and therefore does not adequately regulate the intensity, utility demand, operational characteristics, environmental impacts, or cumulative impacts associated with such facilities. A developer could file an application at any time with no applicable review standards.
2. Data centers differ substantially from traditional office, industrial, warehouse, or research and development uses because they may operate continuously on a twenty-four-hour basis; consume extraordinarily high amounts of electrical power and water; require extensive cooling infrastructure; rely upon diesel backup generators and hazardous materials systems; and generate persistent noise, heat, vibration, and infrastructure demands that are not adequately addressed under the City’s current zoning regulations; and
3. The California Energy Commission has publicly identified data centers as a rapidly growing source of statewide electrical demand and has projected substantial increases in electricity consumption associated with future data center development.

A summary of actions by other cities includes:

City	Date	Action
Monterey Park	Jan, 2026	45-day moratorium (urgency ordinance), extended; permanent ban

Oakley	April 2026	45-day moratorium (urgency ordinance), extended
El Monte	May 2026	45-day moratorium (urgency ordinance)
Baldwin Park	March 2026	45-day moratorium (urgency ordinance), extended
Montebello	Feb. 2026	45-day moratorium (urgency ordinance)
Coachella	June 2026	45-day moratorium (urgency ordinance)

In addition to the preceding, Calaveras County considered establishing an urgency ordinance to address data centers on August 11, 2026.

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.

Finding A – Consistency with the Angels Camp Municipal Code

Adoption of Ordinance 559 would make the proposed action consistent with the Angels Municipal Code.

Finding B – Consistency with the General Plan

The very first and one of the City’s overriding goals as stated in the Angels Camp 2020 General Plan is to:

1A-1 Provide a well-organized and orderly development pattern that maintains and enhances Angels Camp’s social, economic, cultural, environmental, and aesthetic resources while managing growth so that adequate facilities and services can be provided in pace with development.

The overriding purpose of Ordinance 559 is to allow time for the City to evaluate the potential impacts of data centers on the economic, cultural, environmental, and aesthetic resources of the community and ensure that adequate facilities and services are available for such a land use. Therefore, Finding B can be made.

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

As detailed in Ordinance 559, the purpose of the ordinance is to avoid a land use that may be substantially detrimental to the health, safety, or general welfare of the City, until the City can further evaluate the potential impacts of the proposed land use.

Based on the preceding, Finding C can be made.

FINANCIAL IMPACT:

There are no financial impacts anticipated with approval of this temporary urgency ordinance. Potential costs to the City of not passing the urgency ordinance are unknown, but have the potential to place extreme burdens on the City’s infrastructure capacity.

ENVIRONMENTAL FINDING:

See attached Ordinance 559.

ATTACHMENT:

- 1) Ordinance 559

CITY OF ANGELS
CITY COUNCIL URGENCY ORDINANCE NO. 559

AN URGENCY ORDINANCE OF THE CITY OF ANGELS CITY COUNCIL IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65858 ENACTING FOR A PERIOD OF FORTY-FIVE (45) DAYS A MORATORIUM ON THE APPROVAL OF ANY LAND USE ENTITLEMENTS AND/OR AGREEMENTS TO ALLOW THE OPERATION OF DATA CENTERS IN THE CITY OF ANGELS

WHEREAS, for purposes of this Urgency Ordinance, “data center” shall mean a structure or site used primarily for the storage, management, processing, and transmission of digital data and that houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage, processing, and related operations. Data center uses include data storage facilities, small data storage facilities, server farms, artificial intelligence training or processing, image processing, cloud computing, email servicing, and other similar uses and appurtenant facilities; and

WHEREAS, Emerging Nature of Data Center Development.

1. Advances in cloud computing, artificial intelligence, cryptocurrency processing, large-scale digital storage, and high-density computing have resulted in a substantial increase in proposals for large industrial-scale data centers throughout California and the western United States; and
2. Data centers differ substantially from traditional office, industrial, warehouse, or research and development uses because they may operate continuously on a twenty-four-hour basis; consume extraordinarily high amounts of electrical power and water; require extensive cooling infrastructure; rely upon diesel backup generators and hazardous materials systems; and generate persistent noise, heat, vibration, and infrastructure demands that are not adequately addressed under the City’s current zoning regulations; and
3. The City’s existing zoning code and development standards were adopted before the emergence of modern hyperscale and artificial intelligence-oriented data centers and therefore does not adequately regulate the intensity, utility demand, operational characteristics, environmental impacts, or cumulative impacts associated with such facilities; and
4. The California Energy Commission has publicly identified data centers as a rapidly growing source of statewide electrical demand and has projected substantial



increases in electricity consumption associated with future data center development; and

WHEREAS, in accordance with California Government Code Section 65858 and in order to protect the public health, safety and welfare, the City Council of the City of Angels adopts the following findings A- G in support of this Urgency Ordinance and finding that there is a current and immediate threat to the public health, safety or welfare of the residents of the City of Angels:

A. Authority and Purpose.

1. California Government Code Section 65858 authorizes a city council to adopt, as an urgency measure, an interim ordinance prohibiting land uses that may conflict with contemplated general plan, specific plan, zoning, or development standard amendments that the City is studying or intends to study within a reasonable time.
2. California Government Code Section 65858 further requires that the City Council find that there exists a current and immediate threat to the public health, safety, or welfare, and that the approval of additional use permits, building permits, subdivisions, variances, or other entitlements related to the operation of data centers would result in that threat to public health, safety, or welfare.
3. The City of Angels is currently studying and intends to study potential amendments to its General Plan, Zoning Ordinance, development standards, infrastructure policies, utility allocation procedures, environmental review thresholds, and performance standards relating to the establishment, expansion, and operation of data centers and high-intensity digital infrastructure uses to determine appropriate regulatory standards or, alternatively, their prohibition.
4. A “data center” as defined above, without appropriate study and standards, could impose substantial and potentially irreversible impacts on local water supplies, electrical infrastructure, air quality, and community character.
5. The City Council finds that, absent immediate action, applications for new data centers or conversion of existing structures into data centers could be submitted, processed, and vested under existing regulations before the City completes the necessary study and adopts updated regulations specifically tailored to address the unique operational, environmental, infrastructure, and public safety impacts associated with such uses.

B. Threats to Electrical Infrastructure and Grid Reliability.



HOME OF THE JUMPING FROG

1. The City Council finds that data centers may impose extraordinary and concentrated electrical loads on local transmission and distribution systems, potentially requiring substantial upgrades to substations, transformers, transmission infrastructure, and backup generation systems.
2. It is not known whether the City's existing electrical infrastructure is designed to accommodate data center facilities or high-density computing campuses with continuous baseload demand requirements.
3. The City Council further finds that approval of data center projects before completion of the City's ongoing infrastructure and utility capacity studies may adversely affect grid reliability, increase the risk of service interruptions, strain emergency backup systems, and impair the ability of utility providers, including the City, to serve existing residential, commercial, school, hospital, and public safety uses.
4. The City Council additionally finds that uncontrolled proliferation of data centers may contribute to increased utility costs borne by residents and existing businesses through infrastructure expansion, peak demand impacts, and utility cost shifting.

C. Water Supply and Drought Resiliency Concerns.

1. Many modern data centers rely upon substantial quantities of potable and recycled water for cooling and climate-control systems.
2. The City is located within a region subject to recurring drought conditions increasing uncertainty regarding water costs.
3. The City Council finds that the approval of data center facilities before completion of water supply and infrastructure analyses may threaten the City's ability to preserve, treat, and deliver adequate water supplies for residential neighborhoods, schools, parks, hospitals, fire suppression, and other essential community needs.
4. The City Council further finds that existing development standards do not presently include sufficient operational limitations, water efficiency standards, recycled water requirements, drought contingency provisions, or cumulative water demand thresholds specifically applicable to data centers.

D. Public Health and Environmental Impacts.

1. Data centers commonly use large-scale mechanical cooling equipment, industrial ventilation systems, emergency backup generators, battery storage systems,



HOME OF THE JUMPING FROG

transformers, and fuel storage facilities that may create significant noise, vibration, air quality, heat island, and hazardous materials impacts affecting nearby residential and sensitive land uses.

- 2. The City Council finds that backup diesel generators associated with data centers may create localized emissions impacts during testing, maintenance, or emergency operation and may adversely affect nearby residential neighborhoods, schools, childcare centers, and medically vulnerable populations.
- 3. The City Council further finds that the City’s current zoning regulations do not contain adequate buffering, setback, noise attenuation, generator operation, emissions mitigation, or environmental performance standards specifically tailored to data center operations.
- 4. The City Council additionally finds that data centers frequently generate comparatively low employment densities relative to the intensity of land consumption, infrastructure demand, and utility usage associated with such facilities, thereby raising substantial land use compatibility and public welfare concerns regarding the long-term allocation of scarce industrial or business attraction and expansion land and utility resources.

E. Fire, Emergency Response, and Public Safety Concerns.

- 1. Data centers and associated energy infrastructure may involve substantial quantities of lithium-ion batteries, fuel storage systems, electrical equipment, cooling systems, and other facilities that pose unique fire suppression, hazardous materials, and emergency response challenges.
- 2. The City has identified the need to evaluate whether existing Fire Department staffing levels, training protocols, hazardous materials response capabilities, water pressure availability, and fire suppression infrastructure are adequate to safely serve data center facilities.
- 3. The City Council finds that approval of data center facilities before completion of such evaluations may create immediate and unacceptable risks to emergency response operations, firefighter safety, and neighboring properties.

F. Need for Immediate Interim Moratorium.

- 1. The City Council finds that there is a current and immediate threat to public health, safety, and welfare arising from the potential establishment of data centers under



the City's existing zoning and development regulations, which were not designed to address the unique and intensive operational characteristics of such uses.

2. The City Council further finds that the approval of additional land use entitlements, building permits, grading permits, use permits, variances, subdivisions, or any other applicable approvals for data center development during the period in which the City studies appropriate regulatory controls would result in and exacerbate the threats identified herein.
 3. The City Council additionally finds that, without the immediate adoption of this interim urgency ordinance, developers could obtain vested rights or approvals under existing regulations before the City has an opportunity to complete the studies and adopt reasonable regulations necessary to protect the public health, safety, and welfare.
 4. The City Council finds that a temporary moratorium is necessary to preserve the status quo while the City evaluates and considers appropriate amendments to its General Plan, Zoning Ordinance, development standards, utility allocation policies, environmental review procedures, and public safety regulations applicable to data centers.
 5. The City Council finds that the adoption of this interim urgency ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare pursuant to California Government Code Section 65858 and the City's police powers under Article XI, section 7 of the California Constitution.
 6. Based upon all evidence contained in the administrative record, the City Council hereby finds that this interim urgency ordinance is necessary to avoid current and immediate threats to the public health, safety, and welfare pending completion of the studies and regulatory actions described herein; and
- G. the City Council finds that this Urgency Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) [the activity is not a project as defined in Section 15378(a)] of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly ; it prevents changes in the environment pending the completion of zoning code revisions and related impact studies.



HOME OF THE JUMPING FROG

NOW, THEREFORE BE IT RESOLVED:

That the City Council hereby resolves that the City of Angels shall not issue or approve any General Plan Amendment, Specific Plan, zone change, building permit, occupancy permit, conditional use permit, variance, subdivision map or other land use entitlement, agreement or permit or regulatory license or permit required to comply with the provisions of the City of Angels Municipal Code for the construction, operation or development of a “data center” by any private or public entity on any property within the City during the time that this Urgency Ordinance is in effect, and continuing for the time set forth in any action taken to extend this moratorium based on the findings A-G above, and subject to the following conditions:

1. Effective Date. This Urgency Ordinance was adopted by the necessary four-fifths vote of the members of the City Council pursuant to California Government Code Section 65858 and shall take effect immediately upon its adoption.
2. Written Report. At least 10 days before this Urgency Ordinance or any extension expires, the City Administrator shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of this Urgency Ordinance.
3. cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in Angels Camp, California.
4. Term. This Ordinance is an Urgency Ordinance, enacted pursuant to Government Code section 65858. The term of this Urgency Ordinance shall be **45 days** from the date of adoption and shall expire and be of no further force or effect, unless and until extended in accordance with Government Code, Section 65858.

APPROVED AND ADOPTED this 18th day of August, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Caroline Schirato, Mayor

Haley Bugarin, City Clerk



HOME OF THE JUMPING FROG



CITY HALL

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

To: Mayor and City Council

From: Michelle Gonzalez, Finance Director

Meeting Date: August 18, 2026

Subject: Public Hearing and Adoption of Resolution No. 26-75 Approving Delinquent Sewer Charges for Collection on the Calaveras County Property Tax Roll

Recommendation

Staff recommends that the City Council:

1. Conduct a public hearing regarding the delinquent sewer charges proposed for collection on the Calaveras County property tax roll;
2. Hear and consider any objections or protests regarding the delinquent charges; and Direct staff to certify and transmit the finally adopted report to the Calaveras County Auditor-Controller in accordance with applicable law and County procedures.
3. Adopt Resolution No. 26-75, approving the delinquent sewer charges and authorizing staff to submit the approved charges to Calaveras County for collection on the property tax roll, subject to applicable County requirements and deadlines.

Background

The City provides sewer services to properties within the City of Angels. When an account becomes delinquent, the City uses its established billing and collection procedures to obtain payment, including providing delinquency notices to the responsible party and/or property owner.

The sewer account associated with the property identified in Exhibit A has remained delinquent since 2024. The City has provided notices regarding the outstanding balance; however, the charges remain unpaid.

Unlike water service, sewer service is not generally discontinued as a collection remedy. As a result, collection of qualifying delinquent sewer charges through the property tax roll provides the City with an additional mechanism for recovering amounts owed for services provided to the property.

California Health and Safety Code section 5473 et seq. provides a process by which qualifying sewer charges may be collected on the property tax roll. The process includes preparation of a report identifying the affected parcel and amount due, a public hearing before the City Council, consideration of objections or protests, and approval of the report by the City Council.





CITY HALL

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

Discussion

Staff has reviewed the delinquent account and prepared a report identifying the affected parcel and the amount proposed for collection. The report is attached to Resolution No. 26-75 as Exhibit A.

The delinquent charges included in the report are for sewer services provided beginning in May 2024 and continuing through June 30. 2026.

At the public hearing, the City Council will hear and consider any objections or protests regarding the report and proposed charge. Following the hearing, the City Council may approve the report or make any appropriate revisions, reductions, or corrections.

If the delinquent balance is paid in full before the charge is finalized for collection by Calaveras County, staff recommends that the account be removed from the County submission to prevent duplicate collection.

The accompanying resolution therefore authorizes the Finance Director, or designee, to remove the parcel if the delinquency is paid in full prior to the applicable County processing deadline and to make non-substantive corrections resulting from payments, credits, or clerical errors. Staff would not be authorized to increase the amount above that approved by the City Council without further Council action.

Fiscal Impact

The total delinquent sewer charges proposed for collection are \$2,822.96.

Approval of the resolution will allow the City to pursue recovery of these outstanding sewer charges through the County property tax collection process, subject to applicable legal and County requirements.

Attachments

- 1. Resolution No. 26-75 Approving Delinquent Sewer Charges for Collection on the Calaveras County Property Tax Roll
- 2. Exhibit A – Report of Delinquent Sewer Charges



CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 26-75

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS APPROVING DELINQUENT
SEWER CHARGES FOR COLLECTION ON THE CALAVERAS COUNTY PROPERTY TAX ROLL**

WHEREAS, the City of Angels ("City") owns and operates a wastewater collection and treatment system and provides sewer services to properties within the City; and

WHEREAS, sewer service charges associated with the property identified in Exhibit A, attached hereto and incorporated herein by reference, have remained delinquent despite the City's billing, notice, and collection efforts; and

WHEREAS, the delinquent charges are for sewer services provided to the property beginning in 2024 and remain unpaid; and

WHEREAS, California Health and Safety Code section 5473 et seq. provides a procedure by which qualifying sewer service charges may be collected on the property tax roll; and

WHEREAS, the City has prepared a written report identifying the affected parcel and the amount of delinquent sewer charges proposed for collection on the property tax roll, which report is attached as Exhibit A; and

WHEREAS, notice of the filing of the report and the time, date, and place of the public hearing was provided in accordance with applicable law; and

WHEREAS, on [MEETING DATE], the City Council conducted a public hearing regarding the report and provided interested persons an opportunity to present objections or protests concerning the proposed charge; and

WHEREAS, the City Council has heard and considered all objections and protests, if any, and desires to approve the report and authorize collection of the delinquent sewer charges through the Calaveras County property tax collection process, subject to applicable law and County requirements.

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

SECTION 1. Recitals

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Public Hearing

The City Council finds that notice of the public hearing was provided in accordance with applicable requirements and that the City Council has heard and considered all objections and protests concerning the Report of Delinquent Sewer Charges.

SECTION 3. Approval of Report

The City Council hereby approves and adopts the Report of Delinquent Sewer Charges, attached hereto as Exhibit A, including any revisions, reductions, or modifications made by the City Council at the public hearing.

SECTION 4. Authorization for Collection

The City Council authorizes the delinquent sewer charges approved in Exhibit A to be submitted to Calaveras County for placement and collection on the property tax roll to the extent authorized by California Health and Safety Code section 5473 et seq., other applicable law, and County requirements.

SECTION 5. Payment Prior to County Processing

If the delinquent sewer charges identified in Exhibit A are paid in full prior to the applicable County processing or cancellation deadline, the Finance Director, or designee, is authorized to remove the charge from the County submission.

Removal of a charge that has been paid in full is a ministerial action and shall not require further City Council approval.

SECTION 6. Corrections and Reductions

The Finance Director, or designee, is authorized to make non-substantive corrections to the report prior to final County processing when necessary to reflect payments, credits, corrected parcel information, mathematical errors, or other clerical corrections.

Nothing in this section authorizes staff to increase the delinquent charge above the amount approved by the City Council without further Council action.

SECTION 7. County Submission

The City Clerk and Finance Director are authorized to coordinate with the Calaveras County Auditor-Controller and other appropriate County officials regarding submission and collection of the approved delinquent sewer charges.

Because Health and Safety Code section 5473.4 provides for filing a finally adopted report with the County Auditor on or before August 10, City staff shall confirm the applicable County procedure and legal authority for placement of the charge on the applicable property tax roll prior to final submission.

Nothing in this Resolution shall be construed as authorizing City staff to make a certification or representation to the County that is inconsistent with applicable law.

SECTION 8. No Duplicate Collection

If the delinquent sewer charges are paid directly to the City before final County processing, staff shall take reasonable steps, consistent with County procedures, to prevent duplicate collection of the same charges through the property tax roll.

SECTION 9. Further Administrative Actions

The City Clerk, Finance Director, and their respective designees are authorized to execute and submit certifications, reports, electronic files, and other administrative documents reasonably necessary to carry out the purposes of this Resolution, provided such actions are consistent with the City Council's approval and applicable law.

SECTION 10. Severability

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unenforceable, the remaining portions of this Resolution shall remain in full force and effect.

SECTION 11. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 18th day of August 2026, by the following vote:

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

Caroline Schirato, Mayor

Haley Bugarin, City Clerk



HOME OF THE JUMPING FROG

EXHIBIT A

REPORT OF DELINQUENT SEWER CHARGES

Resolution No. 26-75

Service Address	Delinquent Service Period	Delinquent Sewer Charges
780 DADS RD, ANGELS CAMP	[MAY 2024 – JUNE 2026]	\$2,822.96

TOTAL DELINQUENT SEWER CHARGES: \$2,822.96

The foregoing amount represents delinquent sewer service charges proposed for collection through the Calaveras County property tax collection process pursuant to Resolution No. 26-75.

Any payment, credit, reduction, or correction occurring before final County processing shall be reflected in the final amount submitted to the County as authorized by Resolution No. 26-75.



CITY HALL

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

To: Mayor and City Council
From: Michelle Gonzalez, Finance Director
Meeting Date: August 18, 2026
Subject: Confirmation of Weed Abatement Costs and Placement of Assessments on Property Tax Roll

Recommendation

Adopt the attached Resolution No 26-76 confirming weed abatement costs totaling \$3,350.00 for three noncompliant properties and authorizing the City to recover those costs through assessments/liens placed on the affected parcels and submitted for collection on the property tax roll, consistent with ACMC 8.52.110 and applicable law.

Background

Fire-season preparedness and reduction of hazardous weeds are priorities for the City. Under the City’s Weed Abatement Program and ACMC 8.52.110, staff identified approximately 150 parcels requiring weed abatement. Initial notices were mailed on May 5 with 15 days to respond and clear the property. A second notice was mailed on May 25 to parcels that remained out of compliance.

Additional certified notices, citation warnings, and fine information were then sent to the remaining noncompliant properties. By early July, nine properties remained out of compliance and were issued citations and given additional time to abate. Properties that responded and completed the required work were removed from further enforcement.

Three properties ultimately remained noncompliant. The City retained a landscape contractor to perform the required weed abatement, and the City paid the related abatement invoices. Landscape charges and fines for the three remaining properties total \$3,350.00. The City now seeks to recover those costs through assessments/liens against the affected parcels.

PROPERTIES SUBJECT TO ASSESSMENT/LIEN

Property Address	Assessor’s Parcel Number	Amount
1572 S. Main	062-011-038	\$1,100.00
312 Mill Rd.	058-081-005	\$1250.00
352 Live Oak Dr.	058-066-010	\$1,000.00
TOTAL		\$3,350.00





CITY HALL

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

DISCUSSION

Because the City incurred costs to abate weeds on private property after notice and continued noncompliance, staff recommends that the City Council confirm the recoverable amount and authorize the assessment/lien process for the three parcels identified above.

The attached resolution authorizes staff to take the administrative steps necessary to transmit the confirmed assessments for collection on the property tax roll.

Before final submission to the County, staff should insert the amount attributable to each parcel so that the three parcel-level assessments equal the confirmed total of \$3,350.00.

FISCAL IMPACT

Approval would allow the City to seek reimbursement of \$3,350.00 in weed abatement charges and fines previously incurred or assessed in connection with the three parcels. Actual recovery will depend on completion of the assessment/lien and tax-roll collection process.

Attachments

- 1. Resolution No. 26-76 Confirming Weed Abatement Costs and Authorizing Assessments/Liens
- 2. Weed Abatement Enforcement Summary



CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 26-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS CONFIRMING WEED
ABATEMENT COSTS, AUTHORIZING ASSESSMENTS AND LIENS AGAINST CERTAIN PARCELS,
AND DIRECTING COLLECTION ON THE PROPERTY TAX ROLL

WHEREAS, the City of Angels administers a Weed Abatement Program pursuant to APMC 8.52.110 for the purpose of reducing hazardous weeds and protecting public safety; and
WHEREAS, the City provided notices and opportunities to abate weeds on properties identified as noncompliant, followed by additional enforcement notices and citations where compliance was not achieved; and
WHEREAS, after the required notices and additional opportunities to comply, three properties remained noncompliant and the City caused weed abatement work to be performed by a landscape contractor; and
WHEREAS, the City paid the costs of the abatement work and assessed applicable fines, with the aggregate landscape charges and fines totaling \$3,350.00 for the three properties; and
WHEREAS, the City Council desires to confirm the recoverable costs and authorize the City to impose assessments and liens against the affected parcels and to submit those assessments for collection on the property tax roll, consistent with APMC 8.52.110 and applicable law.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGELS AS FOLLOWS:

Section 1. Confirmation of Costs. The City Council hereby confirms weed abatement charges and fines in the aggregate amount of \$3,350.00 associated with the following parcels:

Property Address	Assessor's Parcel Number	Amount
1572 S. Main	062-011-038	\$1,100.00
312 Mill Rd.	058-081-005	\$1,250.00
352 Live Oak Dr.	058-066-010	\$1,000.00
TOTAL		\$3,350.00

Section 2. Parcel-Level Allocation. Before the assessments are transmitted for collection, the City Administrator, Finance Director, City Clerk, or their designee is authorized to insert the final amount attributable to each parcel based on the City's abatement invoices, fines, and supporting records, provided that the three parcel-level amounts do not exceed the confirmed aggregate total of \$3,350.00.

Section 3. Assessment and Lien. The confirmed amount attributable to each parcel is hereby declared an assessment and lien against that parcel, to the extent authorized by APMC 8.52.110 and applicable law.

Section 4. Tax Roll Collection. City staff is authorized and directed to prepare and transmit all documents necessary to place the confirmed assessments on the appropriate property tax roll for collection and remittance to the City.

Section 5. Administrative Authority. The City Administrator, Finance Director, City Clerk, and their designees are authorized to make non-substantive corrections and take all actions reasonably necessary to carry out the intent of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 18th day of August 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Caroline Schirato, Mayor

Haley Bugarin, City Clerk



HOME OF THE JUMPING FROG

CITY OF ANGELS

WEED ABATEMENT ENFORCEMENT SUMMARY

Purpose. This summary documents the City’s 2026 weed abatement enforcement process for properties that remained out of compliance and required City-contracted abatement work.

Enforcement Timeline

- **May 5, 2026:** Initial weed abatement notices were sent to approximately 150 properties identified as requiring abatement. Property owners were given 15 days to respond and clear their properties.
- **May 25, 2026:** A second notice was sent to properties that remained out of compliance. The first and second notice rounds each resulted in substantial additional compliance.
- **Late May–June 2026:** Certified notices were sent to approximately 25 remaining noncompliant properties. These notices included citation warnings and information regarding fines for continued noncompliance.
- **Early July 2026:** Nine properties remained noncompliant. Citations and fines were issued, and the property owners were given an additional 10 days to respond and abate. Where owners complied, the fines were removed.
- **Final Enforcement:** Three properties remained out of compliance. The City retained a landscape contractor to perform the required weed abatement work and paid the related invoices. Applicable fines were also assessed pursuant to APMC 8.52.110.

Properties Requiring City Abatement

Property Address	Assessor’s Parcel Number	Assessment Amount
1572 S. Main	062-011-038	\$1,100.00
312 Mill Rd.	058-081-005	\$1,250.00
352 Live Oak Dr.	058-066-010	\$1,000.00
TOTAL		\$3,350.00

Total Recoverable Amount. The City’s landscape charges and fines for the three properties total \$3,350.00. The parcel-level allocation should be inserted from the City’s supporting invoices and enforcement records before final submission for collection.

Authority. The enforcement and cost-recovery actions described above were taken pursuant to the City’s Weed Abatement Program and APMC 8.52.110, as referenced in the enforcement record.

Recommended Use. This summary is intended to serve as an attachment to the City Council staff report and resolution confirming weed abatement costs and authorizing assessment and lien collection on the affected parcels.



CITY OF ANGELS
COMMUNITY DEVELOPMENT

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

DATE: August 18, 2026

TO: City of Angels City Council

FROM: Amy Augustine, AICP – City Planner

RE: Public Hearing: Introduce, Waive the First Reading by Substitution of Title, Hold a Public Hearing and Set September 1, 2026, for a Second Reading to Consider Ordinance 558 to add a New Section 2.08.065 of the City of Angels Municipal Code Addressing the City Administrator’s Authority to Sign Documents

RECOMMENDATION:

Introduce Ordinance 558, waive the first reading by substitution of title, hold a public hearing and set September 1, 2026 for a second reading.

Any changes recommended by the City Council to the proposed ordinance should be made at this time.

BACKGROUND:

California Government Code 40602 states:

The mayor shall sign:

- (a) All warrants drawn on the city treasurer.*
- (b) All written contracts and conveyances made or entered into by the city.*
- (c) All instruments requiring the city seal.*

The legislative body may provide by ordinance that the instruments described in (a), (b) and (c) be signed by an officer other than the mayor.

Based on this law, numerous state funding agencies, especially the California Department of Housing and Community Development (HCD), require the City to have specific language in the City’s municipal code delegating signing authority to the City Administrator to execute grant contracts or other grant documents. In the absence of that language, the mayor must sign. Funding sources subject to these requirements include but are not limited to: Permanent Local Housing Allocation (PLHA) funds and Community Development Block Grants (CDBG). These funds have been used in the past to assist with upgrades to Utica Park (Kitchen, generator), assisting in the construction of housing units for Habitat for Humanity, numerous code updates, upgrading water and wastewater facilities, façade improvements in the historic district, and related projects.

Proposed Ordinance 558 grants the City Administrator signing authority as provided in Government Code 40602 *when authorized by motion, resolution, minute order ,or other appropriate action of the City Council*, to: sign warrants drawn by the city treasurer (i.e., Finance Director), written contracts and conveyances made or entered by the City, or instruments requiring the City seal.

In practice, prior to applying for or accepting grant funding, the City Administrator forwards grant applications to the City Council for approval before submittal and brings the item to Council a second time to accept grant funding, if awarded. With the change proposed in Chapter 2.08, the City Administrator would then be able to sign grant implementation documents as authorized by the City Council. This, in turn, expedites agency approvals of contracts and release of grant funds.

In preparing this revision, Angels Municipal Code Chapter 3.30.140 was determined to be out-of-date. Currently the City Administrator may sign contracts valued up to \$50,000 per the *City’s Purchasing Policy and Procedures Manual* adopted by City Council Resolution. For internal policy consistency and to avoid time consuming code amendments, the AMC is being updated to tie City Administrator contracting limits to the City’s *Purchasing Policy and Procedures Manual*.

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.

Finding A – Consistency with the Angels Camp Municipal Code

The proposed code changes are administrative and procedural. Upon adoption by the City Council, the addition to the municipal code will be consistent with the Angels Municipal Code and Finding A can be made.

Finding B – Consistency with the General Plan

The City of Angels General Plan 2020 does not address administrative contracting procedures. However, General Plan 2020 does cite the Community Development Block Grant (CDBG) program and other state funding sources as primary funding sources for many of the City’s Housing and infrastructure (water and wastewater) capacity programs, health and safety programs, including, but not limited to:

2.A.a Housing Coordinator (establish)

2.A.b Encourage establishment of small, affordable housing units distributed throughout the City/Map infill parcels

2.A.d Vacation Rentals/2nd Home Properties/Underused sites to be used for housing

2.A.e Facilitate/Promote Moderate wage job training efforts

2.A.h Encourage establishment of single-room occupancy housing

2.B.e Complete improvement to increase the city’s water treatment plant capacity to ensure capacity to meet the city’s affordable housing objectives

2.B.g Complete improvements to the city’s wastewater delivery system

2.C.f Prepare a funding program to assist in the provision of Affordable Housing and fund infrastructure improvements

2.C.h Pursue funding to support a Housing Rehabilitation and/or Rehabilitation Loan Program

2.C.j Establish a Self-help Rehabilitation/Fix Up Program

2.C.k Update the 2009 Housing Conditions Survey/Pursue Funds for Improving the Existing Housing Stock and Accessibility to Housing

2.D.b Facilitate the provision of Special Needs Housing

6.B.i Pursue funds to prepare a hydrological study

Ordinance 558 will assist in procuring CDBG funds in support of these programs. Therefore, Finding B can be made.

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

The proposed code change addresses who is authorized to sign specified contracts—the mayor or the City Administrator. This does not result in a physical change to the environment and therefore, Finding C can be made.

FINANCIAL IMPACT:

Passage of the ordinance would facilitate executing grant contracts and receiving grant funds, a potentially positive impact on the general fund.

ENVIRONMENTAL FINDING:

The proposed amendment is exempt from further environmental review pursuant Section 15061(b)(3) of the *California Environmental Quality Act (CEQA) Guidelines*, the common sense exemption, which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there

is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed ordinance addresses who will sign documents and, therefore, cannot have a significant effect on the environment.

ATTACHMENTS:

- 1) Ordinance 558 with proposed code changes

Ordinance 558

**CITY OF ANGELS
CITY COUNCIL
ORDINANCE No. 558**

**ADDING A NEW SECTION 2.08.065 OF THE CITY OF ANGELS MUNICIPAL CODE
ADDRESSING THE CITY ADMINISTRATOR'S AUTHORITY TO SIGN DOCUMENTS**

WHEREAS, California Government Code 40602 restricts the signing authority of the City Administrator for certain documents; and

WHEREAS, the City desires to facilitate the execution of certain documents by allowing the City Administrator to sign those documents; and

WHEREAS, the City Administrator would only be able to execute the specified documents when authorized by motion, resolution, minute order ,or other appropriate action of the City Council; and

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

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

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

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

WHEREAS, the proposed code amendments are included herein in **Attachment A** to this ordinance; and

WHEREAS, the City Council introduced the ordinance at its meeting of August 18, 2026, and September 1, 2026, for a second reading.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Angels does hereby approve adding a new Section 2.08.065 of the City of Angels Municipal Code addressing the City Administrator's authority to sign documents.

PASSED AND ADOPTED this 1st day of September 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Caroline Schirato, Mayor

Haley Bugarin, City Clerk

Attachment A to Ordinance 558

Add a New Section 2.08.065 as follows:**2.08.065 Authority to Sign Documents.**

A. The City Administrator is hereby authorized to sign any of the following documents, as provided in California Government Code Section **40602**, when authorized by motion, resolution, minute order or other appropriate action of the City Council:

- (1) Warrants drawn by the City Finance Director;
- (2) Written contracts and conveyances made or entered by the City; or
- (3) Instruments requiring the City seal.

All contracts shall be in writing. No oral contract shall become an obligation of the City. For the purposes of this section, the term "contract" shall refer to any agreement, contract, lease, promise, or other obligation to which the City is, or is alleged to be, a party and shall include, but not be limited to, any contract for equipment, supplies, services, grants, or public works.

B. The City Administrator or his/her designee is also authorized to sign contracts on behalf of the City that do not require prior City Council approval as provided in Angels Municipal Code Section 3.30.140.

Amend Section 3.30.140 as follows:**§ 3.30.140 City administrator authorization.**

The city administrator shall be authorized to approve and enter into contracts for consultant services described in Section **3.30.130** subject to the following limitations and restrictions:

A. The contract is for a sum not to exceed ~~fifteen thousand dollars to be paid by the city~~ the amount established in the City's Purchasing Policy and Procedures Manual, as adopted by City Council Resolution.

B. The contract shall not result in, or potentially require the city to be liable for, a significant loss of money or other thing of value beyond the contract price to the city.

C. The funds required for the payment of the contract shall be included in the city's approved and current budget for that purpose.

D. The contract has the prior approval of or shall be subject to ratification by the council. Ratification may be in the form of approval of the budgeted demand for payment or partial payment thereof.

E. The contract shall not have, may not result in, nor be the result of, a significant policy decision necessitating prior council review and approval.

F. The contract shall not be for legal services or legal consultation.

(Ord. 313 (part), 1991. Formerly 3.30.150; Ord. 438 (part), 2009)



CITY HALL

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

DATE: July 29, 2026

TO: City Council

FROM: Michael Hodson, City Administrator

RE: APPROVE CONSTRUCTION CHANGE ORDER NO. 003, WATER METER REPLACEMENT PROJECT PHASE 1 AND PHASE 2

RECOMMENDATION:

It is recommended that the City Council ratify Construction Change Order No. 003, resulting in a reduction in the contract amount with subsequent use of available funds for construction of water service laterals at seven locations including pavement patching and restoration of each site.

BACKGROUND:

The cost for meter installation is a function of the level of effort required to accomplish the change out of the meters. Three levels of effort were established in the bid documents depending on the work required by the contractor. Based on a survey of the existing meter installations, the level of effort for each meter replacement was estimated and subsequently served as the basis for the overall contract cost as bid by and awarded to Moyle Excavation. The actual cost, however, would be determined in the field as the construction progressed. With approximately 80 percent of the meter installation complete, the level of effort and cost is significantly lower as summarized in the table below. This results in a reduction in the contract cost or credit of \$208,356.

Item Description	Unit	Unit Cost	Original Contract		Completed thru 4/30/2026		Net Change
			Qty	Amount	Qty	Amount	
Phase 1, Level 1 Water Meter Replacement	EA	\$300.50	553	\$166,176.50	59	\$17,729.50	(\$148,447.00)
Phase 1, Level 2 Water Meter Replacement	EA	\$300.50	380	\$114,190.00	508	\$152,654.00	\$38,464.00
Phase 1, Level 3 Water Meter Replacement	EA	\$567.50	75	\$42,562.50	9	\$5,107.50	(\$37,455.00)
Phase 2, Level 1 Water Meter Replacement	EA	\$300.50	223	\$67,011.50	196	\$58,898.00	(\$8,113.50)
Phase 2, Level 2 Water Meter Replacement	EA	\$300.50	104	\$31,252.00	780	\$234,390.00	\$203,138.00
Phase 2, Level 3 Water Meter Replacement	EA	\$567.50	487	\$276,372.50	36	\$20,430.00	(\$255,942.50)
Subtotal Adjustments this Change Order				\$697,565.00		\$489,209.00	(\$208,356.00)

Use of approximately half of the credit for construction of water service line repairs and replacement is recommended. As the work has progressed, several long service laterals, each of which serve multiple residences, have been identified in poor condition requiring replacement. City staff continues to repair these problematic service laterals triggered by line failures, in some cases multiple times even during the meter replacement project. To minimize cost and schedule impacts, replacement of the service laterals would be accomplished by the meter replacement contractor (Moyle Excavation). The service lateral replacement will



involve the installation of new service lines from the mainline in the City street to the individual meter boxes at each residence.

DISCUSSION:

The Water Meter Replacement Project Phase 1 and Phase 2 was awarded to Moyle Excavation for a total amount of \$795,257. Two construction change orders have since been approved as follows:

- Construction Change Order 001 – Water Service Lateral Replacement – Phase 1 (\$32,840.00)
 - ✓ Water service lateral replacements at 820/831 Live Oak Drive and 855/868 Live Oak Drive
- Construction Change Order 002 – Oversized Meter Replacement (\$68,678.00)
 - ✓ Installation of 132 oversized meters (1-inches through 6-inches)

The scope of work for CCO 003 is as follows:

1. Reduction in contact amount of \$208,356.00 due to modification of bid item quantities.
2. Water service lateral replacements at the following locations:
 - Live Oak Court
 - 653 Lakeview Court
 - 361 Acorn Drive
 - 301 Acorn Drive
 - Leaf Court
 - 220 Acorn Drive
 - 1282 Minna Street

Costs for each service lateral replacement are consistent with costs for Construction Change Order 001 and service laterals constructed under the Mark Twain Water Distribution System Project last year. The cost for water service lateral replacement has a projected cost of \$101,700.00 for the seven water service lateral replacements including pavement restoration within the City streets.

The total for Construction Change Order 003 is a credit to the Project of \$106,656.00. In order to achieve the efficiency of having the lines replaced while the contractor is on site and therefore able to perform the work at a lower price, the Change Order was conditionally approved and is being provided to Council as a ratification.

FISCAL IMPACT:

Meter replacement in support of the Water Meter Replacement Project Phase 1 and Phase 2 is funded through an approved capital improvement project with a budget of \$2.4 million.

ATTACHMENTS:

- Construction Change Order No. 001
- Construction Change Order No. 003





CHANGE ORDER City Of Angels

Sheet 1 of Section 12, Item H.Change requested by: ☒ Engineer ☐ Contractor

CHANGE ORDER NO. 003	CONTRACT NUMBER	PROJECT Water Meter Replacement Project Phase 1 and Phase 2	FEDERAL NUMBER(S)
-------------------------	-----------------	--	-------------------

TO

Moyle Excavation, Inc., Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid.

Adjustments to Bid Items through April 30, 2026

Item Description	Unit	Unit Cost	Original Contract		Completed thru 4/30/2026		Net Change
			Qty	Amount	Qty	Amount	
Phase 1, Level 1 Water Meter Replacement	EA	\$300.50	553	\$166,176.50	59	\$17,729.50	(\$148,447.00)
Phase 1, Level 2 Water Meter Replacement	EA	\$300.50	380	\$114,190.00	508	\$152,654.00	\$38,464.00
Phase 1, Level 3 Water Meter Replacement	EA	\$567.50	75	\$42,562.50	9	\$5,107.50	(\$37,455.00)
Phase 2, Level 1 Water Meter Replacement	EA	\$300.50	223	\$67,011.50	196	\$58,898.00	(\$8,113.50)
Phase 2, Level 2 Water Meter Replacement	EA	\$300.50	104	\$31,252.00	780	\$234,390.00	\$203,138.00
Phase 2, Level 3 Water Meter Replacement	EA	\$567.50	487	\$276,372.50	36	\$20,430.00	(\$255,942.50)
Subtotal Adjustments this Change Order				\$697,565.00		\$489,209.00	(\$208,356.00)

Water Service Lateral Replacements – Phase 1

Work includes locating and abandoning in place the existing service laterals, reusing existing corporation stops, and installing new 1-inch polyethylene water service laterals into the meter box. New material shall be bedded with sand and backfilled the full depth with aggregate base and asphalt placed at 3-inch depth where applicable. Where appropriate, tunnel under curb and gutter. If work cannot be accomplished by tunneling, sawcut and replace the curb at trench width (approximately 24-inches). Where applicable, sidewalk flags will be removed and hauled off, and new flags will be poured after service lateral is installed.

City of Angels will supply all fittings. Contractor to furnish sand, aggregate, cutback, AC, 1-inch CTS, HDPE tubing, and tracer wire. Contractor to restripe existing thermoplastic striping with 4-inch torch down tape. All asphalt and concrete to be disposed of by Contractor. All excess backfill to be disposed of by the Contractor at the City "Hydrocks" Yard.

1. Replace water service lateral at Live Oak Court. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$17,260.
2. Replace water service lateral at 653 Lakeview Court. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$10,670.
3. Replace water service lateral at 361 Acorn Drive. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$10,905.

Change requested by: ☒ Engineer ☐ Contractor

CHANGE ORDER NO.	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
003		Water Meter Replacement Project Phase 1 and Phase 2	

4. Replace water service lateral at 301 Acorn Drive. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$10,905.
5. Replace water service lateral at Leaf Court. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$11,185.
6. Replace water service lateral at 220 Acorn Drive. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$9,165.
7. Replace water service lateral at 1282 Minna Street. Work includes service lateral removal, trenching and excavation for new lateral, installation of new service lateral, and coordination of meter replacement. The lump sum amount for completion of this task is \$10,890.
8. Pavement patching and restoration of the sites to original condition for replacement of service laterals. The lump sum amount for completion of this task is \$20,220.
9. Mobilization of equipment, materials, and labor forces for the above work. The lump sum amount for completion of this task is \$500.

Subtotal Water Service Lateral Replacements – Phase 1 \$101,700.00

The Total Amount for this Change Order is (\$106,656.00)

Estimated Cost: ☐ Increase ☒ Decrease (\$106,656.00)

For this order, the time of completion will be adjusted as follows: No Change

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Dave Richard, PE, Water/Wastewater Engineer	7/29/2026

CITY APPROVAL BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within 15 days.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE



CITY HALL

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

DATE: August 10, 2026
TO: City Council
FROM: Michael Hodson, City Administrator
RE: **AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT FOR THE CRITICAL WATER/WASTEWATER INFRASTRUCTURE PROTECTION PROJECT WITH NJIRICH AND SONS, INC., FOR \$1,492,820.00 AND AUTHORIZE THE CITY ADMINISTRATOR TO APPROVE SUPPLEMENTAL WORK AND CHANGE ORDERS NOT TO EXCEED \$74,641 (FIVE PERCENT OF THE CONSTRUCTION CONTRACT AMOUNT)**

RECOMMENDATION

It is recommended that the City Council consider the following pertaining to the Critical Water/Wastewater Infrastructure Protection Project:

- 1) Authorize the City Administrator to execute a construction contract with Njirich and Sons, Inc., in the amount of \$1,492,820; and
- 2) Authorize the City Administrator to approve supplemental work and change orders not-to-exceed \$74,641 (five percent of the construction contract amount).

BACKGROUND

The City of Angels (City) retained Dewberry Engineers Inc. (Consultant) to assist the City in the submittal of a subapplication for the Critical Water and Wastewater Infrastructure Protection Project under the Hazard Mitigation Grant Program and Pre Disaster Mitigation Program (HMGP). The application has been under review by CalOES and FEMA (the Grant Providers) and the Project has been approved for funding. Recently, City staff was informed that FEMA would likely not continue their practice of providing extensions when the funding for the project expires in December 2026. The adjacent project now complete, City staff began an expedited construction timeline to complete this next phase in compliance with FEMA and CalOES deadlines. The duration of the construction contract is 150 calendar days.

BID ANALYSIS

On July 6, 2026, the City Administrator authorized the release of construction documents for bidding the Critical Water/Wastewater Infrastructure Protection Project. The Project was advertised for bidding and three bids were received and opened on August 4, 2026. The bid item summary for the three responsive bids is included as an attachment with the results presented in Table 1 as follows:



Table 1 – Bids Received

Njirich and Sons, Inc.	\$1,492,820.00
Mozingo Construction, Inc.	\$1,574,940.00
Moyle Excavation, Inc	\$2,110,515.17

The opinion of probable construction cost for the Project is \$1,300,000. The difference in costs between the Engineer’s Estimate and the estimate by Njirich and Sons is due to greater traffic control costs because of staged construction and higher costs for the waterline installation across Angels Creek at Vallecito Road.

After review of the bids received, staff has determined that Njirich and Sons, Inc., is the lowest responsible and responsive bidder.

In compliance with the construction contract, the contractor must execute and return the contract, along with other specified requirements, within 10 calendar days following receipt of the Notice of Award. Construction is expected to start in September and be complete within 150 days from the Notice to Proceed.

FINANCIAL IMPACT

Approximately \$900,000 in FEMA funding has been approved for the Critical Water/Wastewater Infrastructure Protection Project. The project is included in the City’s approved Water and Wastewater Capital Improvement Program, with \$1.5 million previously budgeted under WWCS-2, East Angels Trunk Sewer Rehabilitation Project. Additional appropriation necessary to fund project costs above the existing \$1.5 million budget will be provided from the Sewer Capital Reserve account.

ATTACHMENTS

- Summary of Bid Items
- Construction Contract for Execution by Contractor



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

Critical Water/Wastewater Infrastructure Protection Project

THIS CONSTRUCTION SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF ANGELS, a California municipal corporation (“City”), and Njirich and Sons, Inc., a California corporation (“Contractor”), on this ____ day of _____, 2026, (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 firm experienced in the construction of Critical Water/Wastewater Infrastructure Protection Project (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”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. 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 _____, 20____, 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.

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;
 - ii. Contractor’s Bid or Proposal accepted by City;
 - iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Angels Critical Water/Wastewater Infrastructure Protection 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 agreements 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 _____ (___) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Calaveras Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

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

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

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity

with, the plans and specifications for said work entitled, “City of Angels Critical Water/Wastewater Infrastructure Protection Project.” The equipment, apparatus, facilities, labor, and material 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.

(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	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers’ Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed One Million, Four Hundred Ninety-two Thousand, Eight Hundred and Twenty Dollars (\$1,492,820.00) (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 District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) 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 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 finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. 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. 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.

(b) *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. 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.

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:	Churchwell White LLP Attn: Douglas L. White, City Attorney 1414 K Street, 3rd Floor Sacramento, CA 95814
If to Contractor:	Njirich and Sons, Inc. Attn: Cory Njirich, Vice 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 on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

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

- 30. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City

Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

CITY OF ANGELS, a municipal corporation

By: _____

By: _____

Michael Hodson, City Administrator

Print Name

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

Douglas L. White, City Attorney

DIR Registration Number:

Attach Contractor's Seal Here

EXHIBIT A **CONTRACTOR'S PROPOSAL FOR SERVICES**

BID SCHEDULE

BASE BID ITEMS

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
1	Mobilization and Demobilization	LS	1	\$74,000.00	\$74,000.00
2	Environmental Stewardship	LS	1	\$7,000.00	\$7,000.00
3	SWPPP Implementation	LS	1	\$12,100.00	\$12,100.00
4	Traffic Control			\$31,000.00	\$31,000.00
	A. Waterline Construction in Vallecito Road	LS	1	\$32,000.00	\$32,000.00
	B. Waterline Construction in Main Street	LS	1	\$20,000.00	\$20,000.00
	C. Night-time Construction in Main Street	LS	1	\$47,000.00	\$47,000.00
	D. CIPP Work in SR-49	LS	1	\$125,000.00	\$125,000.00
5	Bypass Pumping - CIPP Sewer Rehabilitation	LS	1	\$487.00	\$267,850.00
6	CIPP Sewer Rehabilitation - MH 29 – MH 33	LF	550	\$525.00	\$236,250.00
7	CIPP Sewer Rehabilitation - MH 33 – MH 36	LF	450	\$17,200.00	\$137,600.00
8	Manhole Structural Rehabilitation	EA	8	\$290.00	\$43,500.00
9	Construct 8-inch Waterline in Vallecito Road	LF	150	\$810.00	\$98,820.00
10	Construct 8-inch Waterline Crossing of Angels Creek at Vallecito Road	LF	122	\$580.00	\$81,200.00
11	Construct 8-inch Waterline in Main Street	LF	140	\$32,000.00	\$32,000.00
12	Construct Connections to Existing Waterlines			\$7,500.00	\$7,500.00
	A. Main Street	EA	1	\$25,000.00	\$25,000.00
	B. Vallecito Road	EA	1	\$4,500.00	\$4,500.00
	C. SR-49	EA	1	\$17,500.00	\$17,500.00
13	Reconnect Water Service Laterals	EA	1	\$22.00	\$55,000.00
14	Install Fire Hydrant	EA	1	\$10.00	\$5,000.00
15	Pavement Construction/Replacement	SF	2,500	\$27,000.00	\$27,000.00
16	Pavement Striping	LF	500	\$14,500	\$14,500.00
17	Sheeting, Shoring, and Bracing	LS	1		
18	Landscape Restoration	LS	1		
TOTAL BID ITEMS 1-18					\$1,401,320.00

TOTAL BASE BID (ITEMS 1-18) WRITTEN OUT One million, four hundred
one thousand, three hundred twenty dollars

ADDITIVE BID ITEMS

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
A-1	Removal of Hard Rock Material	CY	100	\$480.00	\$48,000.00
A-2	Use of Line Stops during Waterline Connections	EA	3	\$14,500.00	\$43,500.00
TOTAL ADDITIVE BID ITEMS					\$ 91,500.00

TOTAL BASE BID PLUS ADDITIVE BID	\$ 1,492,820.00
----------------------------------	-----------------

TOTAL BASE BID PLUS ADDITIVE BID WRITTEN OUT One million, four hundred
ninety two thousand, eight hundred twenty dollars and 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 includes 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.



City Council Monthly Update

July 2026

Twelve (12) Month Noteworthy Activity

July 2026 • Foundry Lane LOI signed by all parties • Utica Park water main break / repair • Wastewater digester repaired • Fire strike teams deployed	January 2026 • Justin Hart Graduated Police Academy • Sierra Hope Ribbon Cutting • Peckham and McKenney Assumed • City Administrator Recruitment • Bootlegger Tour Special Events
June 2026 • FY 26-27 Budget was approved • Altaville Melones FPD and ACFD formal transition initiated	December 2025 • Police Chief Scott Ellis Retired • PLHA Grant Awarded to Habitat • Power Washed Downtown Sidewalks • Vallecito Sewer Project Began • Christmas Parade – 1st week Special Event
May 2026 • New Chief of Police Sworn In • Youth Parade Special Event • Junior Frog Jump – Special Event • Mark Twain Exhibit Opens Angels Hotel	November 2025 • SR49 Restored to Regular Traffic Flow • Brent Huse PW Foreman • Frog Bucks Campaign
April 2026 • Greenhorn LLD kickoff • EPA Lead and Copper Rule Revision Administrative Order • ACPOA negotiations • Dialogue w UTICA, AMFPD, CVB, et al • Housing Element Annual Report 4/1	October 2025 • Purdy Rd Water/Sewer Project Complete • CSG As Needed Services Agreement • Exploration for Secondary Water Sources Began • Mark Twain Wild West Fest Special Event
March 2026 • New City Manager begins • Habitat for Humanity Final Subdivision Map Recorded	September 2025 • Five Year Pavement Management Plan • Mark Twain Water Project Complete • Interim City Administrator Steve Williams • New Police Sergeant – Steve Poortinga • Lightening Complex Fire Strike Teams • Homecoming Parade Special Event
February 2026 • Started Water Meter Replacement • Mid-year Budget Review • 10-yr Citywide CIP Presentation • Traffic Impact Fee Review Kickoff • Fire Deployment / Weather Incident	August 2025 • Speed Feedback Signs at Copello and Utica Park • Foundry Lane Decertified by CalTrans (2025) • Purdy Rd Sewer Project Began

Administration

Administrative Services Officer - Haley Bugarin

Vacancies, Recruitments, and Hiring Progress:

- **Police Sergeant:** One vacant Police Sergeant position remains open and interviews for the position were held on July 31st.
- **Police Officer:** Interviews were held for the vacant Police Officer Position on July 7th and 23rd. A total of 5 candidates were interviewed and one offer letter was sent and accepted to an eligible candidate that is currently undergoing a background check before onboarding.
- **INTERNAL Firefighter:** 3 Firefighter positions are now open for internal promotional opportunities. There are 2 applicants at this time and interviews will be held on August 7th.
- **INTERNAL Fire Engineer:** 4 Fire Engineer positions are now open for internal promotional opportunities. There is 1 applicant at this time and interviews will be held on August 7th.

Promotions and New Hires:

- None to report for the month of July.

Miscellaneous Projects:

- **LLD Commission:** A special LLD Commission meeting was held on July 22nd to determine a plan of action for landscaping work needed around the small pond.
- **Personnel Policy Updates:** The City Attorney, Administrator, and Mayor have provided input on revisions needed for the City Personnel Policies and Rules. The revisions are currently with staff representation/OE3 for review/input and will be brought to the City Council before adoption.
- **Communications:** City of Angels Facebook had a total of 9 posts in the month of July. The webpage is being updated to reflect the input from relevant department heads.
- **Public Records Requests:**
 - Received: 10
 - Responded to: 9

Finance Department
Finance Director - Michelle Gonzalez

Special Projects and Accomplishments

- Part Time Account Technician has been onboarded and trained. Now working front desk.
- Continued work on year-end audit.
- Coordinated additional customer mailings related to the water rate increase, new billing cycle, and required water compliance notices.

Building and Code Enforcement
Michael Clarke – Building Inspector
Caytlyn Schaner – Administrative Services Specialist

Building

Permits Issued in July: 13

Permit Type	Count
Water Heater	1
ESS Battery	1
NSFR	1
HVAC	1
Reroof	7
Solar	2

Total Inspections Conducted: 32

Code Enforcement

Active Cases at Start of July: 10

Violation Summary

Violation Type	Closed	Open
Public Nuisance		2
Housing		2
Dangerous Building		
Zoning		1
Weed Abatement	1	5

New Cases for July: 1

Cases Closed in July: 1

Active Cases at End of July: 10

Water, Wastewater, and Public Works

Chris O'Flinn - Public Works Superintendent

Water Treatment:

- Repaired chlorine leak in the distribution manifold of the chlorine system.
- Got quotes on the turbidimeter replacement project.
- Drained and reprimed the brine system for the onsite chlorine generation unit.
- Drained and cleaned sedimentation basin.

Water Distribution

- Repaired 6 water service leaks throughout the city.
- Repaired the water main break at Utica Park.
- Replaced an isolation valve above Utica Park on Hwy. 49.
- Replaced a complete water service on Acorn.
- Repaired a water main on Bush St.
- Continued to work with Caltrans to protect our infrastructure.

Wastewater Treatment:

- Continued biosolids drying operations.
- Drained, cleaned and repaired an air leak in SBR # 2.
- Worked on the drain system for the influent grit chamber.
- Diagnosed air compressor issues. Ordered a new one.
- Removed and cleaned up fallen pine tree in the spay fields.
- Cleaned drainage pump station wet well.
- Continued with wiper assembly rebuilds on the U.V. system.

Sewer Collections:

- Sewer plug at 1256 S. Main St.
- Sewer plug at 1104 S. Main St.
- Repaired sewer main and cleanout on Leaf Court.
- Sewer Plug at 99 N. Main St.

Public Works:

- Installed banner downtown.
- Installed stickers on cameras for P.D.
- Installed new security door latch at the Museum.
- Swept the intersections on Gardner Ln.
- Continued work on Gateway Park bathroom (almost complete)
- Installed new awning at the Utica Park Kitchen.
- Fixed potholes in the Museum parking lot.
- Cleaned up a fallen tree on Greenhorn Creek Dr.
- Removed bark around Utica Park Kitchen and replaced it with new bark.
- Cleared a fallen tree out of Angels Creek.

Planning Department
Amy Augustine – Contract City Planner

Foundry Lane:

- Letter of Intent to sell/purchase signed by all parties for northern property. The land would encompass the final parcels necessary to connect Foundry to SR 49. In 2026, Staff anticipates preparing a Specific Plan for the area. The developer for Frog Jump Plaza Phase II has identified an alternative tenant and is working with staff to realign the southern portion of Foundry to accommodate. Formal project review is expected to resume upon completion of a tentative grading plan and subsequent land swap between the City (Altaville Sanitary) property and the surrounding landowner (for Foundry Lane right-of-way) pending completion of back-up documentation by the City Engineer (which is pending applicant's traffic engineer input on road alignment details).

Traffic Impact Mitigation Fees Update:

- Staff received initial fee range. Held meeting with consultant. Consultant is revising project list and fees. Initial portion of COG Traffic Demand Model was forwarded to consultant. Revised fees anticipated in early August with preparation of nexus to follow.

GIS:

- A new interactive zoning map was prepared in April and demonstrated to City Council in May. The map allows staff/public to “click” on a specific parcel, see the zoning, and directly connect to the zoning code to see permitted and conditional uses. Staff worked with GIS consultants in May to correct map errors. Corrections were required. It is now anticipated that the map will go “live” in September.

Pending Current Planning Projects:

- **Conditional Use Permit** for a well for agricultural use on a vacant parcel near Depot Road
- **Code Amendment – Lot Tie Ordinance.** A lot tie ordinance (or lot tie agreement) would allow a property owner to legally binds two or more contiguous parcels into a single building site without requiring a map/merger. It requires the property owner to covenant with the governing agency to hold the lots as one unit, preventing them from being sold or developed separately without official city approval.
- **Code Amendment – Title 3.** To allow the City Council to authorize the City Administrator to sign contracts, grant agreements, grant invoices in accordance with Civil Code 40602. Currently, granting agencies, per Civil Code 40602, allow only the Mayor to sign certain grant documents (e.g., grant agreement). Staff always secures a resolution from the Council before applying for a grant. At that time, staff would also ask that the City Administrator be authorized to execute grant agreements and other grant implementation documents (e.g., invoicing).
- **Code Change – Home Occupations:** In accordance with a request from the public, staff is prepared an amendment to the Home Occupation criteria in Title 17 to allow for consideration of home salons. The item was heard by the Planning Commission on June 11th, July 7th by Council with a second hearing scheduled for 8/4/26.

- **Code Change – Electrical Vehicle Charging Station** – Updates to the City code for permit streamlining for charging stations went to the Planning Commission on 7/9/26 and are scheduled for Council consideration 8/4/26 and 8/18/26.
- **Stanislaus Alley:** Staff is completing an old application to vacate a portion of Stanislaus Alley between existing homes and Mark Twain Elementary School (previously, the City has twice abandoned portions of the alley). In May, staff met with the City Surveyor and landowners to determine the division of the abandoned properties. In June, landowners were notified and provided input. In July, staff sent property notifications, had Housing and Community Development perform a preliminary surplus lands evaluation, and has prepared the item for a determination of general plan conformity with the Planning Commission for 8/13/26.
- **Swendemen’s Shopping Center:** Staff continued assisting the landowner in submitting final documents to Caltrans for an encroachment permit for the “Swendemen’s” Shopping Center. The applicant and city received and responded to a request from Caltrans for drainage information and await a response from Caltrans.
- **Former Subaru Repair / 1105 S. Main ,1115 S. Main:** A sign permit for the “mural” and former signage re-painted on the building remains pending. No plans have been submitted.
- **MACT:** A Site Plan Review for Parking Lot Expansion was issued by Planning. Construction is underway.
- **Utica Park.**
The Garden Club made a presentation to the City Council July 21st. The final two black walnut benches were installed in the garden. A plaque acknowledging the garden club is pending the club’s approval of a design. Staff have completed designs acknowledging the following donors: 4Paws Veterinarian (doggie pot) and Murphys Grade (Armillary in garden). Design approvals by the donors and costs to produce the signs remain pending.

The State is expecting that all work will be completed by December, 2027, to close out the Rural Recreation and Tourism park grant. Two items remain: the parcourse and interpretive signs.

- **Permanent Local Housing Allocation (PLHA) program:** The City received PLHA payments. The subrecipient agreement was signed by Habitat for Humanity. Habitat for Humanity has applied for 8 building permits. PLHA funds will be dispersed upon issuance. Staff began an application for the next two allocations of PLHA funding that will total approximately \$115,000. The 5-year PLHA Plan is out for public review. A public hearing for adoption and resolution to proceed with an application for the cycle 2 funds are scheduled for the 8/18/26 City Council.
- **T-Stan IRWMA:** Staff did not attend the July IRWMA meeting due to a conflict.
- **Climate Action Plan (CAP):** The Draft initial study negative declaration is completed. Responses to comments (one was received from Caltrans) have been prepared. The item is scheduled for consideration by the Planning Commission 8/13/26. a
- **Habitat for Humanity:** 8 single family residential permits were submitted. The City is awaiting payment on the permits with issuance to follow.
- **Annexations:** Staff continues to work on the LAFCo application for minor annexations (clean-up annexations) already authorized by Council and hopes to submit the formal appcation in August.

- **Planning Commission:** The July 9, 2026, meeting considered the electrical vehicle charging station permit streamlining ordinance. In August the Commission will consider listing the Union Congregational Church and the City of Angels Register of Cultural Resources, the Greenhouse Gas Reduction Plan environmental document and project, a clerical general plan amendment and rezoning for a 0.4± acre parcel off Easy Circle, and vacation of an alley off Stanislaus Avenue.
- **EV Charging station:** Funding agreements with the state have stalled. No further progress is anticipated for several months.
- **National Register of Historic Places/Main Street USA:**
Staff will request a budget item for completing an update of the City's Historical Properties Survey in support of a National Register of Historic Places nomination.
- **Housing/General Plan:** Staff continued work on the City's General Plan Housing Element in June.

Grants:

- **Active Transportation Grants:** The grant, for the Angels Creek Trail and a downtown crosswalk was submitted by the Council of Governments June 22nd.
- **Permanent Local Housing Allocation Grant (PLHA):** Application for \$155,000± for local housing projects anticipated to be submitted in late August or early September.

Engineering Department

Aaron Brustaori – City Engineer

Transportation General Engineering Services (TO 1)

- Complete online DIR registration for the 25/26 Pavement Project
- Emergency Response – Caltrans Contractor broke waterline above Utica park. Correspondence with City crews and Caltrans to initiate rapid response / clean up by Caltrans Contractor. (2.5 hrs, \$787.50 – To be billed to Caltrans)

25/26 Citywide Pavement Repair Project (TO 7)

- Preconstruction meetings internal and with contractor
 - Construction to begin August 17th
 - Bush Street Extension to be first order of work

Pavement Management (TO 8)

- No work this period

Water General Engineering Services (TO 2)

- Coordination regarding well site acquisition process
- Hazard mitigation review and text updates

Wastewater General Engineering Services (TO 3)

- Review RWQ Permitting – New permit requested by RWQ.
 - To be completed prior to January 2027
- Emergency Sewer – Line clog Monte Verda -> Demarest St
 - Procure as-builts from Caltrans
 - Draft Caltrans Encroachment Permit
 - Identify location for clean out to facilitate CCTV of line ~250ft north of Demarest St. to failed section south of Stockton Rd.
- East Sewer
 - CAL OES monthly meeting to discuss project progress
 - Coordination w Dewberry
- Holeman Dam
 - Engineered design of seepage flow measurement

Foundry Lane Assistance (TO 4)

- Review and provide comments on Foundry Lane alignment proposed by F. Katz
- Call with F. Katz regarding potential anchor tenant
- Correspondence regarding Lot Line Adjustment / Parcel Map for property acquisitions

Building and Planning Engineering Services (TO 5)

- Encroachment Permit Review – PG&E

Environmental Support (TO 6)

- No work this period

Groundwater Exploration Services for a Secondary Water Source (TO9)

- Finalize location for non-invasive survey
- Prepare shape files of survey area
- Coordination and scheduling of Willowstick for survey

Fire Department-Monthly Report

John Rohrbaugh – Fire Chief

Responses July 2026: 06.28.26 - 07.29.26

- Total: 116
 - Structure Fire: 5
 - Vegetation Fire: 6
 - Vehicle Fire (RV) 1
 - Fire Alarm: 5
 - Emergency Medical: 74
 - False Call: 0
 - LZ Helicopter: 6
 - Other, Investigative: 2
 - Public Service: 4
 - Lift assist: 11
 - Smoke Check Investigation: 0
 - Vehicle Accident: 2
- (20) calls for service in Altaville Melones area

Notable Incidents:

- (4) Rvs on fire Angels Camp Rv Resort
- Major vehicle accident 4@ Appalousa
- Grass Fire Murphys Grade at Gardner
- Grass Fire New Melones Lake
- Strike Team assignment Nevada County (7) Days
- (12) Water Tender assignments (2) for Pay ABH

Additional Fire Dept Information:

- Attended multiple City, County, State and Local meetings.
- Attend AMFPD Board Meeting
- Assist with Police Officer Interviews
- FE Blake Cuevas is off on Workes Comp.
- (1) staff member off on paid leave.
- Worked on FY 26/27 Budget.
- Impement New Response Model
- All new hire paperwork completed for (6) new relief firefighters
- Preparing to promote (4) FFs to Fire Engineers
- Placed Water Tender, Utility Vehicle, and Rescue Vehicle In-Service
- Finished new additional bedroom project.
- Working with Union and Legal closed session item.
- Additional staffing as of 6.28.26
- 6.28.26-7.1.26 All shifts have been staffed w/ 5.0 staffing.

Looking Ahead:

- PG&E Grant application for Wildfire PPE and Equipment. \$25,000.00 (no Match required) due 7.8.26
- FT Promotions for CA, FE and FF positions
- Work on making Finnegan access and egress to assist response times and evacuations.

Police Department

Steve Poortinga – Chief of Police

Activity this Month:

- Total Incidents: 935(7/29)
- Total Reports: 37
- Total Traffic Stops: 76
- Total Arrests: 7

Call Type:

- Thefts: 0
- Traffic Collisions: 8
- DUI: 2
- Assault & Battery: 3
- Auto Theft: 0
- Domestic Violence: 1

Additional Information this Month:

- Volunteers donated over 40 hours of time for PD activities (vehicle transport, extra patrol, mail, parking citation processing).
- COP attended virtual meetings for California Police Chiefs Association.
- CIBRS/UOF/DV reports submitted to DOJ.
- Officer Justin Blattel completed his FTO Program.
- Maria Adams was onboarded and is thriving in in her new role as Police Records Administrative Services Manager.
- Randy Rice Resigned as the part-time Records Technician to Maria Adams.
- The Police Department is completed a property/evidence, inventory/audit.
- Lateral Police Officer Background being completed.
- Interviews for Police Sergeant position July 31st.
- Lexipol Policies updated.
- COP had Q&A meeting with Flock Safety regarding the cameras at SR 4/49.

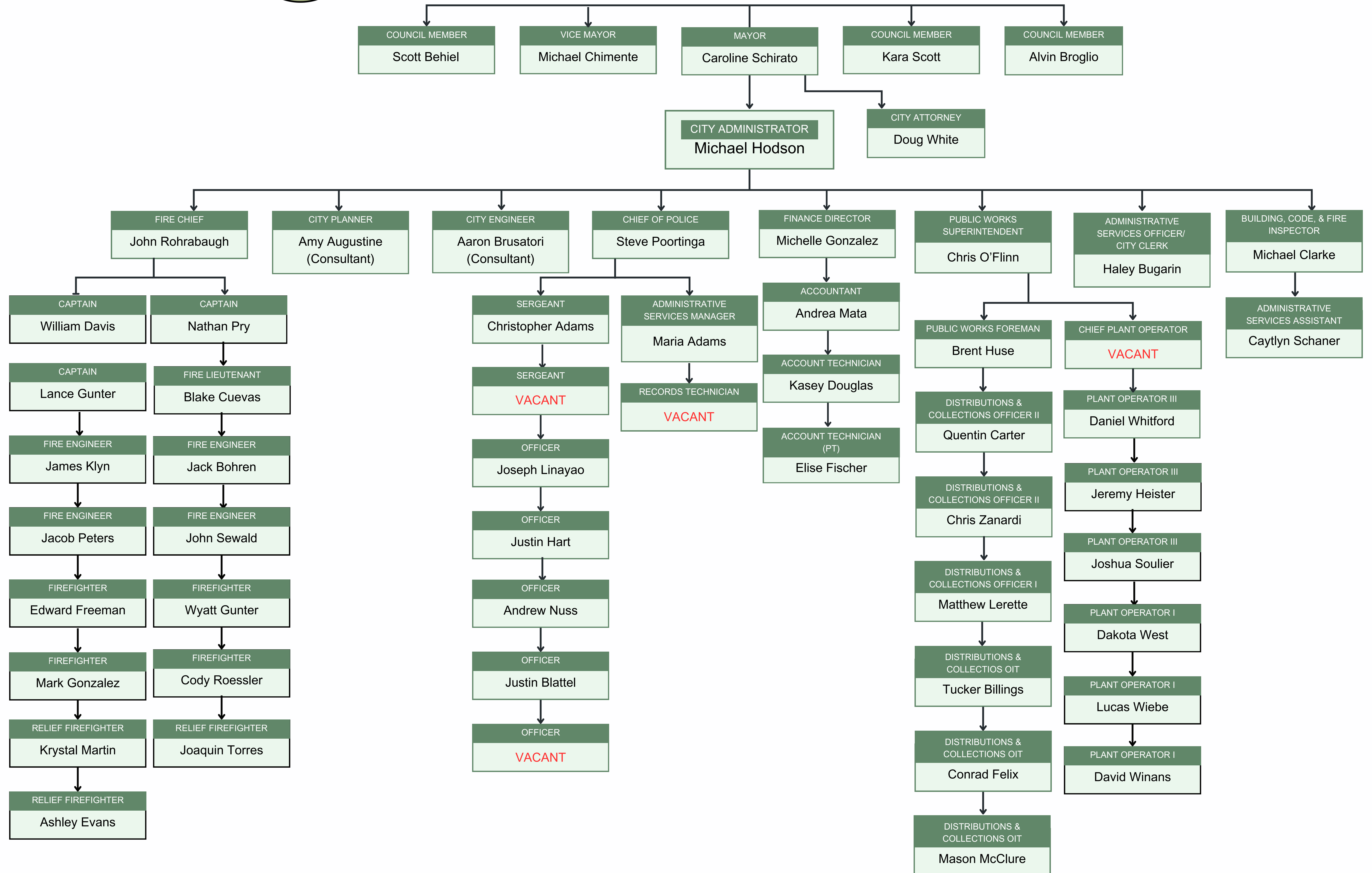
Looking Ahead:

- The 2 new patrol vehicles anticipated to arrive in June have been pushed out to August due to unexpected delays from the manufacture. Once the vehicles are delivered, they will move on to upfitting (emergency equipment, computer, radios, decals, and AXON) for 30-90 days before being ready for deployment.
- Transition to Permitium web based CCW application process (same as Calaveras County) that will save hours processing paper documents.
- Chief Poortinga and Sgt Adams continue to work on new Lexipol Procedure Manual (anticipated completion 01/27).
- BHHS Superintendent Nanik will be issuing Proclamations of Appreciation August 3, 2026, to Officer Nuss and Officer Linayao for their actions handling a vandalism call for service at BHHS.



CITY OF ANGELS

ORGANIZATIONAL CHART





August

2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4 CITY COUNCIL MEETING Coffee with City Hall	5 COG	6 LLD COMMISSION	7 *AC Farmers Market	8
9	10	11	12	13 PLANNING COMMISSION	14 *AC Farmers Market	15
16	17	18 CITY COUNCIL MEETING Coffee with City Hall	19 COG TAC IRWMA	20 CSEDD	21 *AC Farmers Market	22
23	24	25 UWPA	26	27	28 *AC Farmers Market	29
30	31					

ASSIGNMENTS

CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT (CSEDD): R: SCOTT A: BROGLIO
CALAVERAS COUNCIL OF GOVERNMENTS (COG): R: BEHIEL & CHIMENTE A: BROGLIO
CALAVERAS PUBLIC POWER AGENCY (CPPA): R: CHIMENTE A: BROGLIO
LOCAL AGENCY FORMATION COMMISSION (LAFCO): R: BEHIEL & SCOTT A: CHIMENTE
SOLID WASTE TASK FORCE: R: BROGLIO A: CHIMENTE
UTICA WATER & POWER AUTHORITY (UWPA): R: BROGLIO & SCHIRATO A: CHIMENTE

COG Technical Advisory Committee (COG TAC) City Engineer / City Administrator
Integrated Regional Water Management (IRWMA) City Planner / City Administrator



September

2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 CITY COUNCIL MEETING	2 <u>COG</u>	3 LLD COMMISSION	4 *AC Farmers Market	5
6	7	8	9	10 PLANNING COMMISSION	11 *AC Farmers Market	12
13	14	15 CITY COUNCIL MEETING	16 COG TAC IRWMA	17	18 *AC Farmers Market	19
20	21 <u>LAFCO</u>	22 UWPA	23	24	25 *AC Farmers Market	26
27	28	29	30			

ASSIGNMENTS

CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT (CSEDD): R: SCOTT A: BROGLIO
CALAVERAS COUNCIL OF GOVERNMENTS (COG): R: BEHIEL & CHIMENTE A: BROGLIO
CALAVERAS PUBLIC POWER AGENCY (CPPA): R: CHIMENTE A: BROGLIO
LOCAL AGENCY FORMATION COMMISSION (LAFCO): R: BEHIEL & SCOTT A: CHIMENTE
SOLID WASTE TASK FORCE: R: BROGLIO A: CHIMENTE
UTICA WATER & POWER AUTHORITY (UWPA): R: BROGLIO & SCHIRATO A: CHIMENTE

COG Technical Advisory Committee (COG TAC) City Engineer / City Administrator
Integrated Regional Water Management (IRWMA) City Planner / City Administrator