



# CITY COUNCIL MEETING

January 20, 2026 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

## AGENDA

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

**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 Chimente

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

**Interim City Administrator** Steve Williams | **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. ADJOURN TO CLOSED SESSION**

- A. Real Property Negotiations (Govt. Code Section 54956.8)** Assessor's Parcel 064-011-031
- B. Public Employee Employment (Govt. Code Section 54957(b)(1).)** Title: City Administrator, Police Chief, and Administrative Services Officer (Steve Williams, Interim City Administrator)

**6:00 PM REGULAR MEETING**

- 4. ROLL CALL**
- 5. PLEDGE OF ALLEGIANCE**
- 6. REPORT OUT OF CLOSED SESSION**

**PRESENTATIONS / COMMENDATIONS**

**Presentation** - Calaveras County Public Health Department - No Smoking/Vaping at Utica Park Signs, Amy Augustine, City Planner

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

**8. 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.

**9. CONSENT ITEMS**

- A.** Approve Draft Minutes of January 6, 2026 (Michelle Gonzalez, Deputy City Clerk)
- B.** Receive and File Accounts Payable (A/P) Checks and Treasurer's Report December 2025 (Michelle Gonzalez, Finance Director)

**10. ACTION ITEMS**

- A. Resolution 26-17** - Approval for advertising the bids for Citywide Pavement Repair Project 2025/2026, Aaron Brusatori, City Engineer
- B. Resolution 26-15** - Authorizing the Addition of Bush Street Extension to the Fy25/26 Candidate Streets List within the Five-Year Pavement Management Plan, Steve Williams, Interim City Administrator
- C. Resolution 26-18 - Agreement 26-02** - Authorize The City Administrator To Execute A Construction Contract For The Water Meter Replacement Project Phase 1 And Phase 2 (Cip Wdp-3) Project With Moyle Excavation, Inc., In The Amount Of \$795,257 And Authorize The City Administrator To Approve Supplemental Work And Change Orders Not To Exceed \$39,750 (Five Percent Of The Construction Contract Amount), Dave Richard, Water/Wastewater Engineer
- D. Resolution 26-19 - Agreement 26-03** - Approving Dewberry Task Order 31 for Water Meter Replacement Project Phase 1 And Phase 2 (Cip Wdp-3) – Construction Management / Inspection / Engineering Services During Construction, Steve Williams, Interim City Administrator
- E. Resolution 26-20 - Agreement 26-04 and 26-05** Approving Amendment 1 and Amendment 2 to Dewberry Task Order 19 - Habitat for Humanity Onsite and Offsite Improvements -

Construction Management / Inspection / Engineering Services During Construction, Steve Williams, Interim City Administrator

**F. Planning Commission Appointment**, Amy Augustine, City Planner

**G. Continue to February 3, 2026** - Approve Final Subdivision Map for Eureka Oaks, Habitat for Humanity Calaveras, Amy Augustine, City Planner

**H. Resolution 26-08** - Authorizing a revised Permanent Local Housing Allocation (PLHA) application and approving a REVISED PLHA 5-year Plan, Amy Augustine, City Planner

**I. Resolution 26-14a** - Affirm Resolution 25-53, Approved on July 15, 2025, Authorizing a Lease Agreement at 2600 South Main Street, Angels Camp, California.

or

**Resolution 26-14b** - Authorizing Modifications to the Lease Agreement Approved on July 15, 2025, through Resolution 25-53, at 2600 South Main Street, Angels Camp, California, Steve Williams, Interim City Administrator

**J. Resolution 26-16 – Agreement 26-07-** Approving the Transfer of Ownership of Canine Valkyire to Officer Jodi McDermid for the Amount of One Dollar (\$1.00), Subject to the Execution of a Release of Liability and Transfer Agreement, Steve Williams, Interim City Administrator

**K. Resolution 26-21 – Agreement 26-06** - Approving Amendment #1 to the Employment Agreement with Interim Chief of Police Joel Broumas, Steve Williams, Interim City Administrator

## 11. INFORMATIONAL ITEMS

**A.** Form 700 Due April 1, 2026, Steve Williams, Interim City Administrator

## 12. ADMINISTRATION REPORT

**A.** Highway 4 Corridor Water Agency Partnership Update, Steve Williams, Interim City Administrator

## 13. CITY COUNCIL REPORT

## 14. CORRESPONDENCE

## 15. CITY COUNCIL CALENDAR

**A.** Receive, review, and provide feedback regarding the Calendar (From January to February 2026) (Michelle Gonzalez, Deputy City Clerk)

## 16. FUTURE AGENDA ITEMS

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



# CITY COUNCIL MEETING

January 06, 2026 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

## DRAFT MINUTES

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

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

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

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

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

### 5:00 PM CLOSED SESSION

**1. ROLL CALL**

**2. PUBLIC COMMENT**

The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the city. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to five minutes per person.

**3. ADJOURN TO CLOSED SESSION**

**A. Conference with Labor Negotiators (Govt. Code section 54957.6)** Agency designated representatives: Steve Williams, Interim City Administrator, labor negotiator. Employee organization: Angels Camp Police Officers Association.

**B. Public Employee Employment (Govt. Code section 54957(b)(1).)** Title: City Administrator, Police Chief, and Fire Chief (Steve Williams, Interim City Administrator)

### 6:00 PM REGULAR MEETING

**4. ROLL CALL**

**5. PLEDGE OF ALLEGIANCE**

**6. REPORT OUT OF CLOSED SESSION**

Direction was given to staff.

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

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

**8. PRESENTATIONS / COMMENDATIONS**

**A. Presentation - CVB Update (Steve Williams, Interim City Administrator)**

**Martin Huberty**, Executive Director of the Calaveras Visitors Bureau and Angels Camp Museum, presented a status update for both entities.

**Public comment was provided by Christopher Buttner**, publisher of Calaveras2026Election.com, regarding the CVB Board of Directors.

**9. PUBLIC COMMENT**

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- **Julie Douglas**, owner of Crafty Chicks & Co. in downtown, thanked the City Council for Frog Bucks and noted an increase in their use. She also thanked the Council for its support of downtown merchants.
- **Jessie Gibbs** spoke about a new merchant group focused on downtown merchants, serving as a voice for downtown, meeting with other business owners, and working to fill empty buildings.
- **Christopher Buttner**, publisher of Calaveras2026Election.com, spoke about having addressed the Council in the past and wanted to inform the new Council of concerns regarding the Calaveras Visitors Bureau.
- **Ayesha Williamson**, CEO for Sierra Hope, gave an update on what they have been doing in Angels Camp.

**10. CONSENT ITEMS**

**A. Approve Draft Minutes of December 16, 2025**

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

**11. ACTION ITEMS**

**A. Resolution 26-02** Appointments to Mayor, Vice-Mayor, Ad-Hoc, and Standing Committees, Steve Williams, Interim City Administrator

**ACTION: MOTION TO APPOINT CAROLINE SCHIRATO AS MAYOR, BY COUNCIL MEMBER BEHIEL, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES**

**ACTION: MOTION TO APPOINT MICHAEL CHIMENTE AS VICE-MAYOR, BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES**

**ACTION: MOTION TO APPOINT THE FOLLOWING, BY VICE-MAYOR CHIMENTE,**

**CPPA: REPRESENTATIVE CHIMENTE, ALTERNATE BROGLIO**

**CSEDD: REPRESENTATIVE SCOTT, ALTERNATE BROGLIO**

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

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

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

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

**SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

- B. Ordinance 552** Introduce, waive the second reading by substitution of title, hold a public hearing and adopt Ordinance 552 updating the 2022 Building Codes to the 2025 Building Codes, Amy Augustine, City Planner

**ACTION: MOTION TO APPROVE ORDINANCE 552 BY VICE-MAYOR CHIMENTE, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

- C. Resolution 26-05:** (Amy Augustine, City Planner)

- 1. Approving** the Lot Line Adjustment between the City and Wilson (Attachment A); and
- 2. Dedicating** a 150 sq. ft. portion of land near the Slate Circle Parking Lot to Mark Wilson (Attachment B Exhibits A and B City to Wilson); and
- 3. Accepting** a portion of land from Mark Wilson encompassing a portion of Raspberry Lane and a portion of the Slate Circle parking lot and authorizing the City Administrator to prepare, execute, sign, and record all applicable documents except for deeds (Attachment B Exhibits A and B Wilson to City).
- 4. Authorizing** the Mayor to sign associated deeds on behalf of the City, Amy Augustine, City Planner

**ACTION: MOTION TO APPROVE RESOLUTION 26-05 BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

- D. Resolution 26-13** to Extend No Late fees or Shut Offs through March 31, 2026 for Utility Billing, Michelle Gonzalez, Finance Director

**ACTION: MOTION TO APPROVE RESOLUTION 26-13 BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 4 YES 1 NAY**

- E. Traffic Impact Mitigation Fee Study**

**Resolution 26-07a** - Affirming Decision to Enter into an Agreement with Willdan Financial Services to complete a Traffic Impact Mitigation Fee Study, Steve Williams, Interim City Administrator

**or**

**Resolution 26-07b** - Rescinding Resolution 25-64, and Request CCOG include the City of Angels in their Nexus Fee Study, Steve Williams, Interim City Administrator

**ACTION: MOTION TO APPROVE RESOLUTION 26-07a BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 4 YES 1 NAY**

- F. Resolution 26-03** Authorizing the Temporary, Limited-Term, Part-Time Appointment of Christopher Zanardi (PERS Retired Annuitant) as a Distribution and Collections Officer II, Steve Williams, Interim City Administrator

**ACTION: MOTION TO APPROVE RESOLUTION 26-03 BY COUNCIL MEMBER BROGLIO, SECONDED BY VICE-MAYOR CHIMENTE, PASSED 5 YES**

- G. Resolution 26-04** Authorizing the Temporary, Limited-Term, Appointment of Joel Broumas (PERS Retired Annuitant) as the Interim Chief of Police, Steve Williams, Interim City Administrator

**ACTION: MOTION TO APPROVE RESOLUTION 26-04 BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES**

H. **Resolution 26-06** Modifying the Chief of Police Job Description, Steve Williams, Interim City Administrator

**ACTION: MOTION TO APPROVE RESOLUTION 26-06 BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

**INFORMATIONAL ITEMS**

**12. ADMINISTRATION REPORT – REPORT GIVEN**

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

**CORRESPONDENCE**

ACBA Parade Thank You, Steve Williams, Interim City Administrator

**14. CALENDAR**

A. City Council Calendar - January & February 2026 - **REVIEWED**

**15. FUTURE AGENDA ITEMS**

- **Goal Setting / Strategic Plan update**
- **Capital Improvement Projects update**
- **Midyear Budget**
- **Pre-emergent spray**
- **Update on PG&E and Streetlights**
- **Update on Foundry Lane**
- **Update on space needs**
- **Update on parks**
- **Post reports on department updates on the city’s website**

**16. ADJOURNMENT**

**ACTION: MOTION TO ADJOURN THE MEETING AT 8:05 PM BY VICE-MAYOR CHIMENTE , SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES**

\_\_\_\_\_  
Caroline Schriato, Mayor

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

**City of Angels  
AP Check Register  
December 2025**

<u>Check</u>	<u>Reference</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
12/04/2025	94511	A-1 LAND MANAGEMENT, INC.	3 TREE REMOVAL/CLEAN UP	3,600.00
12/04/2025	94512	ALPHA ANALYTICAL LABORATORIES INC	Water Testing Services NOVEMBER 2025	2,262.00
12/04/2025	94513	ANGELS CAMP CHEVRON	MAINT. 2023 CHEVY 1500	791.36
12/04/2025	94514	ANGELS FOOD MARKET	Past due balance -multiple bills from 2024	55.29
12/04/2025	94515	AQUA BEN CORPORATION	Hydrofloc 750L	4,443.53
12/04/2025	94516	BETTER CLOUD HOSTING	Invoices 1146, 1168	3,600.00
12/04/2025	94517	CALAVERAS LUMBER CO INC	Invoices 77520, 77525, 77674, 78230, 78256, 78286, 78391, 78470, 79044, 79289	523.55
12/04/2025	94518	CAMPORA PROPANE SERVICE	Propane 1404 Vallecito	414.96
12/04/2025	94519	COLUMBIA COMMUNICATIONS INC	Radios, siren and emergency lights for new utility, approved in budget	4,515.77
12/04/2025	EFT	CONETH SOLUTIONS INC	Invoices 8876, 8884	11,620.62
12/04/2025	94520	CRITICAL REACH	2025 APBnet Annual Support fee	200.00
12/04/2025	94521	DELFINO MADDEN O'MALLEY COYLE KOEWLER	Invoices 162904, 163182, 163522	35,255.73
12/04/2025	94522	DEWBERRY ENGINEERS INC	Invoices 22470915, 22471077, 22471081	67,014.64
12/04/2025	94523	HEISTER, JEREMY	BOOT REIMB 25/26	250.00
12/04/2025	EFT	HUNT & SONS LLC	Fuel delivery date 12-2-25	1,432.38
12/04/2025	94524	LIFE - ASSIST INC	MEDICAL SUPPLIES -ANGELS FIRE	162.36
12/04/2025	94525	LN CURTIS & SONS	Invoices INV1009202, INV1010495, INV989336	4,692.25
12/04/2025	EFT	LUMOS & ASSOCIATES	Open PO for FY 2025-2026	31,493.75
12/04/2025	94526	NO CONTRACT PEST CONTROL INC	Farmer market building pest control	112.00
12/04/2025	94527	O'REILLY AUTOMOTIVE INC	Invoices 3509-198767, 3509-198774, 3509-199616, 3509- 199698, 3509-199855, 3509-199892, 3509-199925, 3509- 200448, 3509-201751, 3509-201935	922.03
12/04/2025	EFT	PRICE PAIGE & COMPANY CPA LLP	Annual Audit Services FY 2025-26 Resolution 25-39 Annual Budget	3,794.00
12/04/2025	94528	ROARK WEBER	PROFESSIONAL SERVICES FOR SEPTEMBER 2025	9,170.96
12/04/2025	94529	SAFE-T-LITE	Invoices 407645, 407704	8,477.11
12/04/2025	94530	SCOTT, KARA	COMM CLAIMS OCT 21-25, 2025	1,345.12
12/04/2025	94531	SMITH, KIRK	COMM CLAIMS OCT 21-25, 2025	1,512.41
12/04/2025	94532	STATE WATER RESOURCES CONTROL BOARD	Invoices WD-0306064, WD-0306278, WD-0306723, WD- 0306807, WS-1052224	63,835.50
12/04/2025	EFT	USABUEBOOK	Supplies for wastewater	1,331.70
12/04/2025	94533	UTICA WATER & POWER AUTHORITY	S-126 water data collection	400.00
12/11/2025	94534	ALERT-ALL	SUPPLIES FOR FIRE STATION	777.57
12/11/2025	94535	BENOIT, JOHN	Staff services for for OCTOBER 2025	5,852.44
12/11/2025	94536	BOIRE, LAURIE	Cleaning the Police Dep. for November 2025	90.00
12/11/2025	EFT	BROWN, BILLY	RETIREE BENEFIT DECEMBER 2025	426.70
12/11/2025	EFT	BURNS, GARY	RETIREE BENEFIT DECEMBER 2025	426.70
12/11/2025	EFT	CALAVERAS POWER AGENCY	Power billing 10/23-11/23/25	25,674.74
12/11/2025	94537	CAMPORA PROPANE SERVICE	Propane at Raggio Ct	0.78
12/11/2025	94538	DEWBERRY ENGINEERS INC	Invoices 22466961, 22471135	21,315.87
12/11/2025	EFT	EMPLOYEE RELATIONS INC	Background check	64.22
12/11/2025	94539	FOUST HEAT AND AIR	EQUIPMENT MAINT. REPAIR	380.00
12/11/2025	94540	GOLD ELECTRIC INC	LIGHT POLE 51581	431.54
12/11/2025	94541	HESS, JIM	RETIREE BENEFIT DECEMBER 2025	134.35
12/11/2025	EFT	HUNT & SONS LLC	Fuel delivery date 12-2-25	1,243.58
12/11/2025	94542	INTERSTATE TRUCK CENTER LLC VALLEY PETERBILT	FUEL FILTER	59.10
12/11/2025	94543	JBS LANDSCAPE, INC.	LANDSCAPE SERVICES FOR NOVEMBER 2025	9,455.00
12/11/2025	EFT	KELLY, MARY	RETIREE BENEFIT DECEMBER 2025	115.07
12/11/2025	EFT	KING, JUDY	RETIREE BENEFIT DECEMBER 2025	134.35
12/11/2025	EFT	KITCHELL, JONATHAN	RETIREE BENEFIT DECEMBER 2025	348.85
12/11/2025	94544	KITCHELL, JOSEPH	RETIREE BENEFIT DECEMBER 2025	115.07
12/11/2025	94545	LN CURTIS & SONS	Invoices INV1011726, INV1016347	30,817.04
12/11/2025	EFT	LUMOS & ASSOCIATES	Open PO for FY 2025-2026	52,136.50
12/11/2025	94546	MOTHERLODE ANSWERING SERVICE INC	Basic Services	274.07
12/11/2025	EFT	NEXUS TECHNOLOGIES	IT Software Subscription Services FY 2025-26	2,454.38
12/11/2025	EFT	NUTTALL, WILLIAM	RETIREE BENEFIT DECEMBER 2025	388.13
12/11/2025	94547	OPERATING ENGINEERS LOCAL UNION NO 3	UNION DUES - DECEMBER 2025	928.

<u>Check</u>	<u>Reference</u>	<u>Name</u>	<u>Description</u>	
12/11/2025	EFT	POROVICH, DAVID	RETIREE BENEFIT DECEMBER 2025	348.85
12/11/2025	94548	QUADIENT	METER RENTAL, OTHER SERVICES	118.73
12/11/2025	94549	QUADIENT FINANCE USA INC	Postage machine services	2,000.00
12/11/2025	94550	SATTERFIELD, PAMELA	RETIREE BENEFIT DECEMBER 2025	115.07
12/11/2025	94551	SCOTT'S DISTRIBUTING	SUPPLIES FOR PICKLED PORCH	585.80
12/11/2025	EFT	SORACCO, RICHARD	RETIREE BENEFIT DECEMBER 2025	115.07
12/11/2025	EFT	TACHEIRA, ANTHONY	RETIREE BENEFIT DECEMBER 2025	426.70
12/11/2025	EFT	TINNIN, JENNIFER	RETIREE BENEFIT DECEMBER 2025	66.14
12/11/2025	94552	TOSHIBA FINANCIAL SERVICES	Services 11/23-12/23/25	2,037.31
12/11/2025	EFT	USABLUEBOOK	Supplies for wastewater	231.38
12/11/2025	EFT	V & V MANUFACTURING INC	POLICE BADGES	425.60
12/15/2025	94643	CALPERS HEALTH	EMPLOYEE HEALTH BENEFITS -JANUARY 2026	57,188.21
12/15/2025	94596	SUN LIFE FINANCIAL	1/1-1/31/26	3,896.13
12/18/2025	94557	ANGELS CAMP CHEVRON	FLAT REPAIR FOR WASTEWATER	28.81
12/18/2025	94558	AT&T	Invoices 120425-A , 120425-B, 120425-C, 120425-D, 120425-E, 120425-F	1,726.98
12/18/2025	94559	BRET HARTE HIGH SCHOOL	School Construction Impact Fees	27,491.59
12/18/2025	94560	CALNET	Billing period 1/2/26-2/3/26	593.98
12/18/2025	EFT	CIVICPLUS LLC	Agenda and meeting management/Municode codification renewal	4,935.00
12/18/2025	94561	CODE 3 WEAR	Invoices 1-56947, 1-57154	472.72
12/18/2025	EFT	CONETH SOLUTIONS INC	Laptop Montior & Docking	4,993.48
12/18/2025	94562	DANIELLE DIEBOLD	PERMIT-250316 UTICA PARK REIMB.	75.00
12/18/2025	94563	DARIO'S LANDSCAPING	Invoices 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92	4,400.00
12/18/2025	94564	DEWBERRY ENGINEERS INC	Invoices 22438478, 22459099, 22460318, 22460322, 22460324	60,521.57
12/18/2025	94565	FRUIT GROWERS LABORATORY INC	WWTP-GW Monitoring	828.00
12/18/2025	94566	GOLD ELECTRIC INC	ASSISTANCE REPLACING LIFT STATION PUMP	687.50
12/18/2025	EFT	HUNT & SONS LLC	Fuel delivery date 12-15-25	1,074.81
12/18/2025	94567	LN CURTIS & SONS	SUPPLIES FOR ANGELS FIRE	324.71
12/18/2025	94568	MARK TWAIN UNION ELEMENTARY	School Construction Impact Fees	41,170.98
12/18/2025	94569	MCI	Long distance services	68.08
12/18/2025	94570	MOUNTAIN AIR AUTOMOTIVE	Invoices 863.2, 910	153.73
12/18/2025	94571	MOUNTAIN OASIS PURIFIED WATER	Invoices 112625, 112625-WW	85.25
12/18/2025	94572	PACE SUPPLY CORP	BADGER METER SUPPLIES	533.74
12/18/2025	94573	ROBIN REDINGER	PERMIT-250163 UTICA PARK REIMB.	250.00
12/18/2025	94574	SONORA AIRCO GAS & GEAR	Cylinder rental	8.00
12/18/2025	94575	SONORA FORD	Services for Angels Camp Police dep.	109.92
12/18/2025	EFT	WHITE BRENNER LLP	Legal Services for Fiscal Year 2025-26	17,154.90
12/19/2025	94605	VISION SERVICE PLAN CA	January 2026 Benefits	546.25
12/20/2025	94712	CITY OF ANGELS	09000-01	93.30
12/20/2025	94713	CITY OF ANGELS	09000-06	93.30
12/20/2025	94714	CITY OF ANGELS	10830-00	497.56
12/20/2025	94715	CITY OF ANGELS	11880-00	310.98
12/20/2025	94716	CITY OF ANGELS	13310-03	293.15
12/20/2025	94717	CITY OF ANGELS	18080-00	63.92
12/20/2025	94718	CITY OF ANGELS	19020-00	199.86
12/20/2025	94719	CITY OF ANGELS	19110-01	209.43
12/20/2025	94720	CITY OF ANGELS	19110-02	89.72
12/20/2025	94721	CITY OF ANGELS	19370-00	279.66
12/20/2025	94722	CITY OF ANGELS	21690-01	210.18
12/20/2025	94723	CITY OF ANGELS	21690-02	203.30
12/20/2025	94724	CITY OF ANGELS	24220-00	201.58
12/20/2025	94725	CITY OF ANGELS	27300-01	497.56
12/20/2025	94726	CITY OF ANGELS	27300-02	62.20
12/20/2025	94727	CITY OF ANGELS	27300-03	303.47
12/20/2025	94728	CITY OF ANGELS	27340-00	350.09
<b>Total Checks</b>				<b>657,022.32</b>



# CITY OF ANGELS

Section 9, Item B.

## TREASURER'S REPORT For the Month Ended

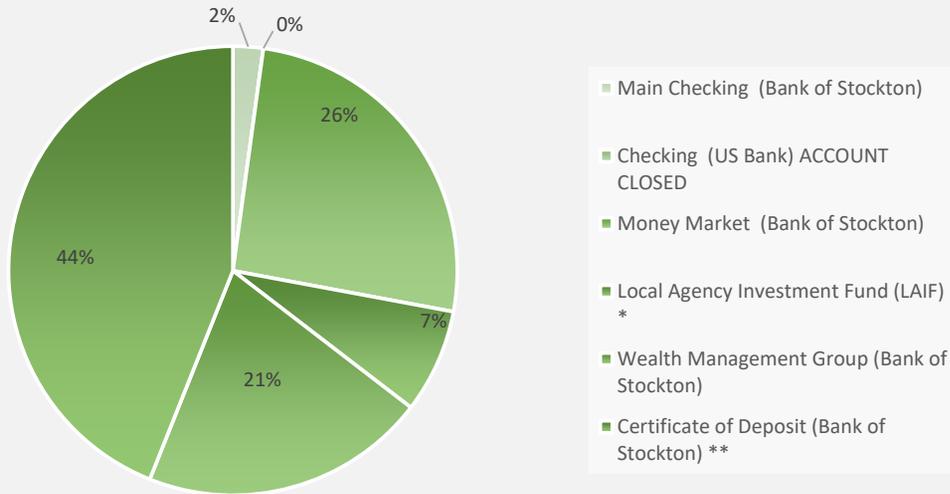
December 31, 2025

Operating Portfolios	Beginning Balance	Ending Balance	Accrued Interest	Bank Fees	% of Total
Main Checking (Bank of Stockton)	\$ 783,995	\$ 554,349	\$ 24	\$ 145	2%
Checking (US Bank) ACCOUNT CLOSED	969,006	-			0%
Money Market (Bank of Stockton)	5,550,425	6,568,449	18,024		26%
Local Agency Investment Fund (LAIF) *	1,912,365	1,912,365			7%
Wealth Management Group (Bank of Stockton)	5,243,366	5,260,377	17,011		21%
Certificate of Deposit (Bank of Stockton) **	11,178,924	11,212,509	33,585		44%
<b>TOTAL OPERATING FUNDS</b>	<b>\$ 25,638,081</b>	<b>\$ 25,508,051</b>	<b>\$ 68,645</b>	<b>\$ 145</b>	<b>100%</b>

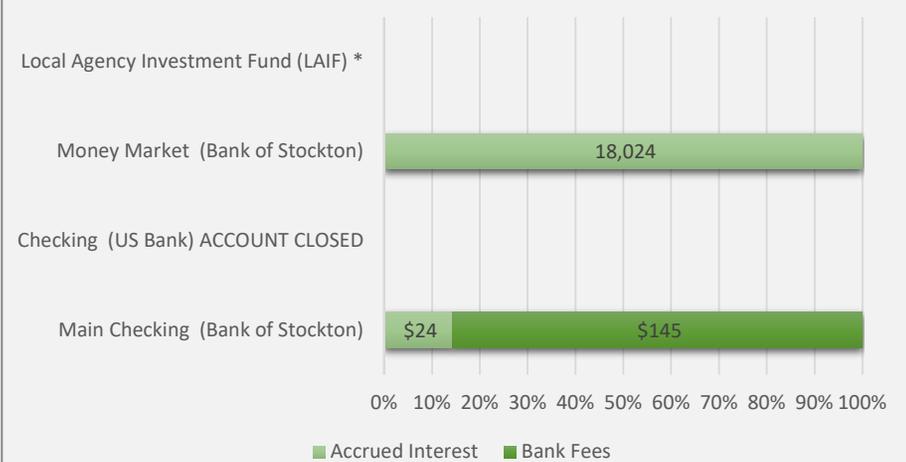
\* Interest recorded Quarterly (Sep 2025)

\*\* CD renews 12/28/2025 interest rate 4.00% Term 6 months

Composition of Operating Portfolios  
December 31, 2025



Interest Earnings/Bank Fees  
December 31, 2025



Total Interest Earned FY 24/25	\$	1,125,195
Total Interest Earned FY 25/26	\$	467,413



**CITY HALL**

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

**DATE:** January 20, 2026  
**TO:** City Council  
**FROM:** Aaron Brusatori, City Engineer  
**RE:** AUTHORIZATION TO ADVERTISE FOR BIDS – FY 2025/2026 PAVEMENT MANAGEMENT PLAN PROJECTS

**RECOMMENDATION:**

Adopt a resolution authorizing the City Engineer to advertise for bids for the Fiscal Year (FY) 2025/2026 Pavement Management Plan projects in accordance with the City of Angels Camp 2025–2030 Pavement Management Plan, as adopted by City Council.

**SUMMARY:**

The City of Angels Camp maintains its roadway network through a data-driven Pavement Management Plan (PMP) that prioritizes cost-effective maintenance and rehabilitation strategies. The FY 2025/2026 Pavement Management Plan projects represent the first year of implementation of the adopted 2025–2030 PMP and focus on extending pavement life, correcting localized failures, and preserving the overall condition of the City’s street network.

Authorization to advertise for bids will allow staff to solicit competitive pricing and proceed with construction during the 2025/2026 construction season.

**BACKGROUND:**

The City Council has accepted the City of Angels Camp 2025–2030 Pavement Management Plan (Amendment 1), which establishes a five-year program for preservation and rehabilitation of City streets using Pavement Condition Index (PCI) data maintained in the StreetSaver® pavement management system.

The PMP evaluates roadway conditions, recommends appropriate treatment types, and prioritizes projects based on pavement condition, functional classification, and available funding. The plan emphasizes preventative maintenance strategies that extend pavement life at the lowest life-cycle cost, while addressing localized structural deficiencies where necessary.

**DISCUSSION:**

**FY 2025/2026 PROJECT SCOPE**

The FY 2025/2026 Pavement Management Plan projects primarily consist of Stop Gap pavement repairs, which include targeted asphalt repairs such as full-depth replacement of failed areas, mill-and-fill operations, and replacement of deteriorated pavement sections. These treatments are intended to stabilize pavement conditions and prepare streets for future surface treatments.

The proposed FY 2025/2026 budget for pavement management is approximately \$355,000, as identified in Section 10, Item A. adopted five-year plan.

Specific streets and treatment limits will be defined in the bid documents and are based on the candidate streets identified in the Pavement Management Plan for the 2025/2026 fiscal year.

Funding for the FY 2025/2026 Pavement Management Plan projects will be provided from the following sources, as identified in the adopted plan:

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

Sufficient funds are programmed in the FY 2025/2026 budget to advertise and award the construction contract.

**FISCAL IMPACT:**

There is no fiscal impact associated with advertising for bids. Construction costs will be brought back to City Council for consideration upon receipt of bids and prior to contract award.

**CONCLUSION:**

Approval of the recommended action will allow the City to move forward with implementation of the FY 2025/2026 Pavement Management Plan projects in a timely manner, preserving roadway conditions and maximizing the effectiveness of available funding.

1. Candidate Street Lists and Maps:
  - The candidate streets for each fiscal year (2025–2030) remain unchanged between the original PMP and Amendment No. 1 (pp. 8–12).
  - The amendment reaffirms these selections with updated mapping and labeling.
  - If so directed by Council with Resolution No. 26-15, the project will be updated to include rehabilitation of a portion of Bush Street.
2. Policy Narrative:
  - While the narrative remains consistent (StreetSaver® basis, PCI prioritization, cost-effectiveness focus), Amendment No. 1 emphasizes that Council priorities were refined after adoption and formalizes these refinements into the plan.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Resolution No. 25-80 (Pavement Management Plan Amendment No. 1)
2. Amendment No. 1 – Pavement Management Plan (2025–2030)
3. Resolution No. 26-17 AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR BIDS FOR THE FY 2025/2026 PAVEMENT MANAGEMENT PLAN PROJECTS

# Angels Camp



## 5-Year Pavement Management Program 2025-2030

# Table of Contents

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Program Summary.....	1
Project Prioritization .....	2
Revenue Sources.....	2
Pavement Condition Index .....	3
Pavement Management Projects.....	3
Unfunded Sections.....	13

# Pavement Management Program Narrative

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

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

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

## Program Summary

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

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

### Treatment Types

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

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

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

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

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

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

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

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

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

## Project Prioritization

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

## Revenue Sources

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

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

## Unfunded Sections

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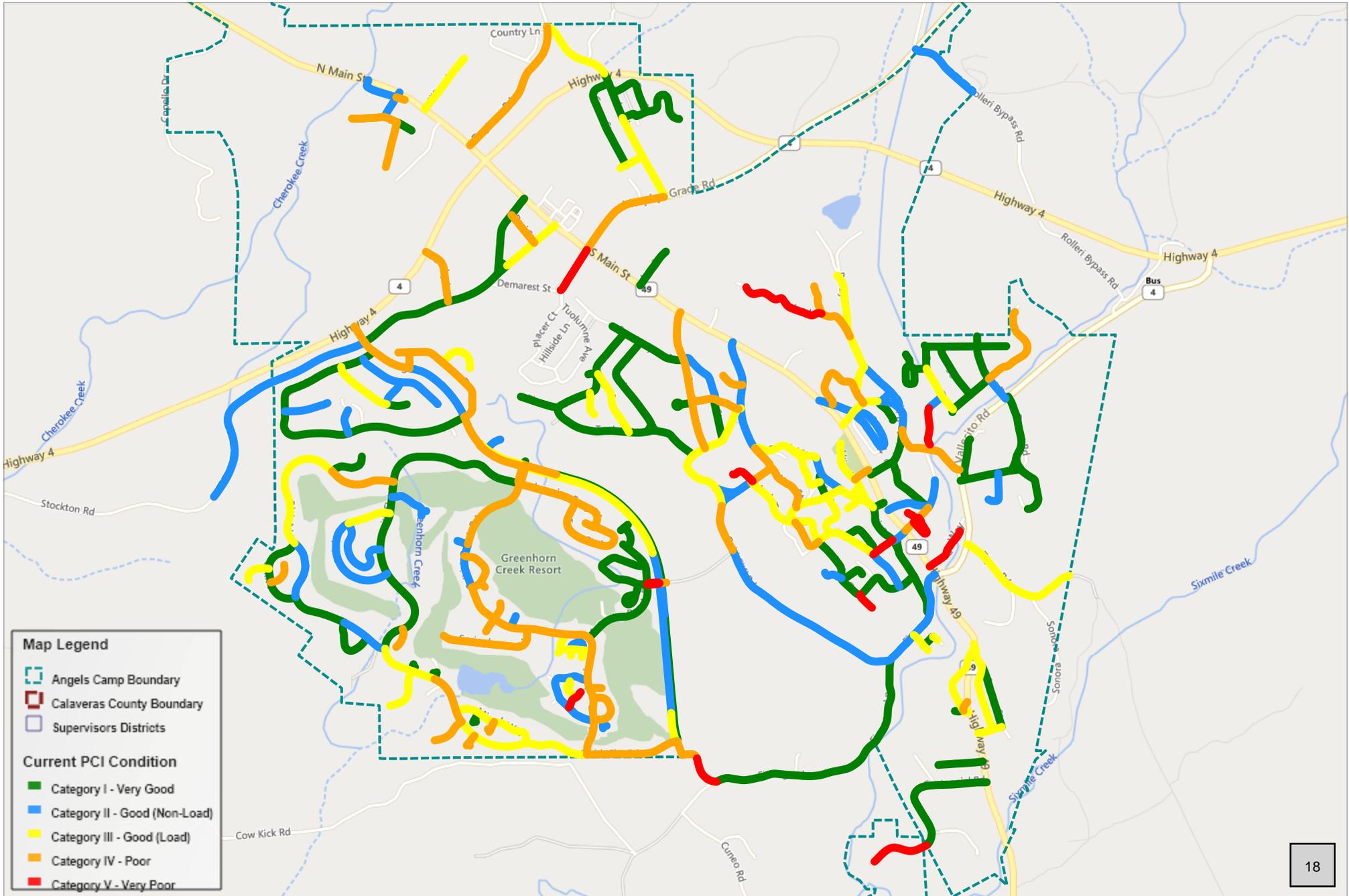
The unfunded sections are those that are not identified to receive treatment with this 5 year plan.

# Pavement Condition Index



# Current PCI Condition

Printed: 8/26/2025



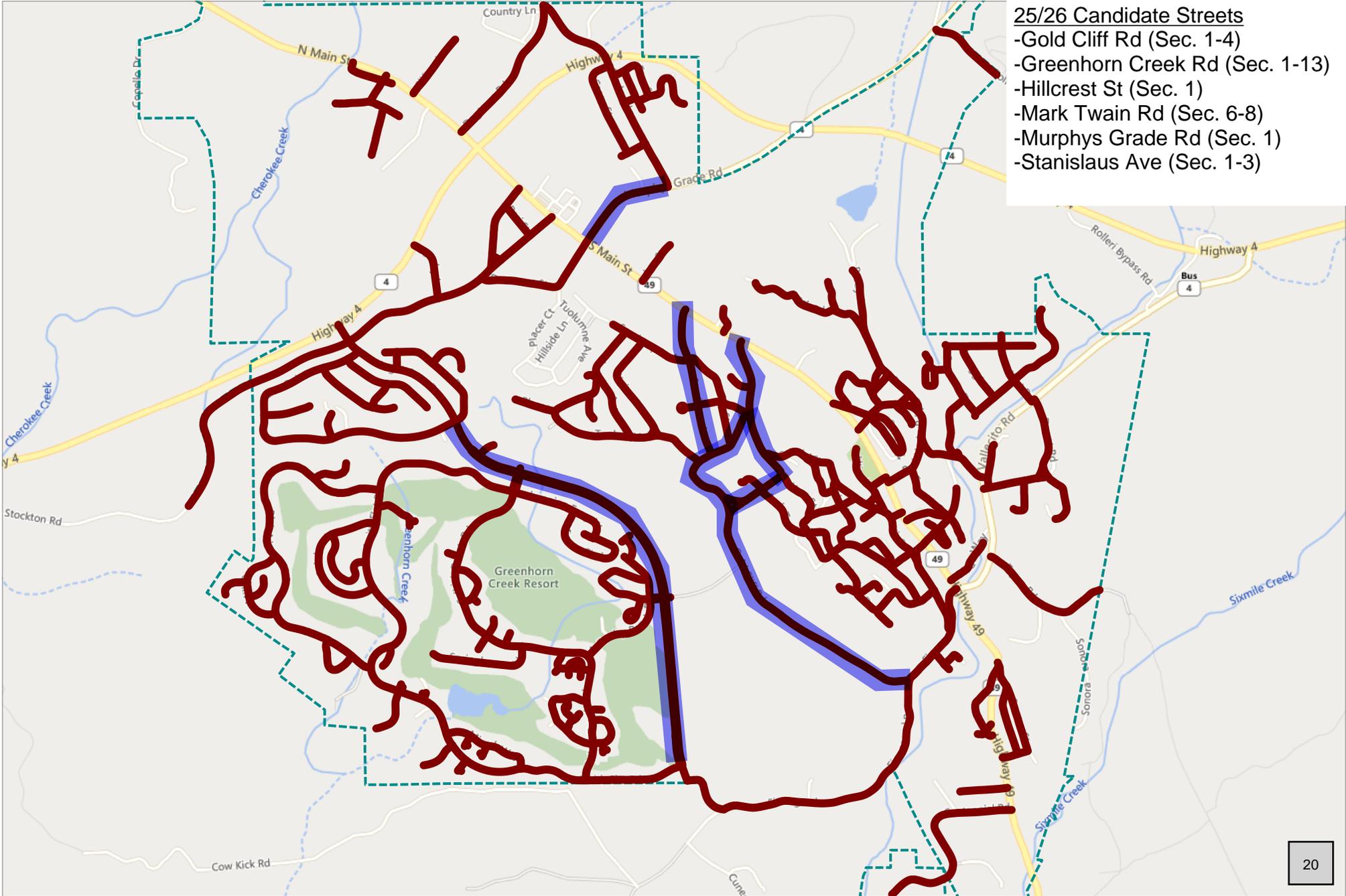
# Pavement Management Projects



# Angels Camp

Printed: 8/27/2025

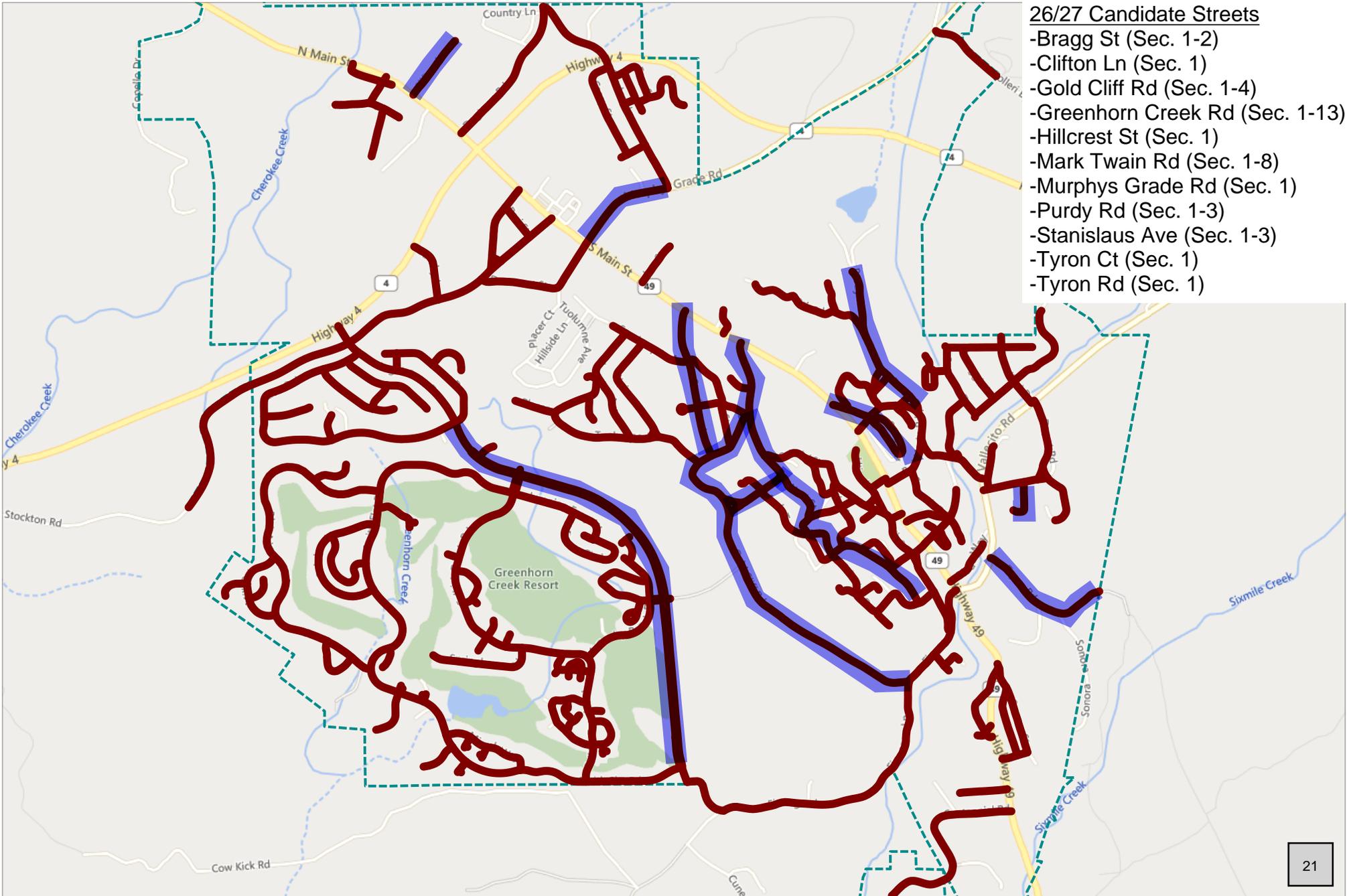
- 25/26 Candidate Streets**
- Gold Cliff Rd (Sec. 1-4)
  - Greenhorn Creek Rd (Sec. 1-13)
  - Hillcrest St (Sec. 1)
  - Mark Twain Rd (Sec. 6-8)
  - Murphys Grade Rd (Sec. 1)
  - Stanislaus Ave (Sec. 1-3)





# Angels Camp

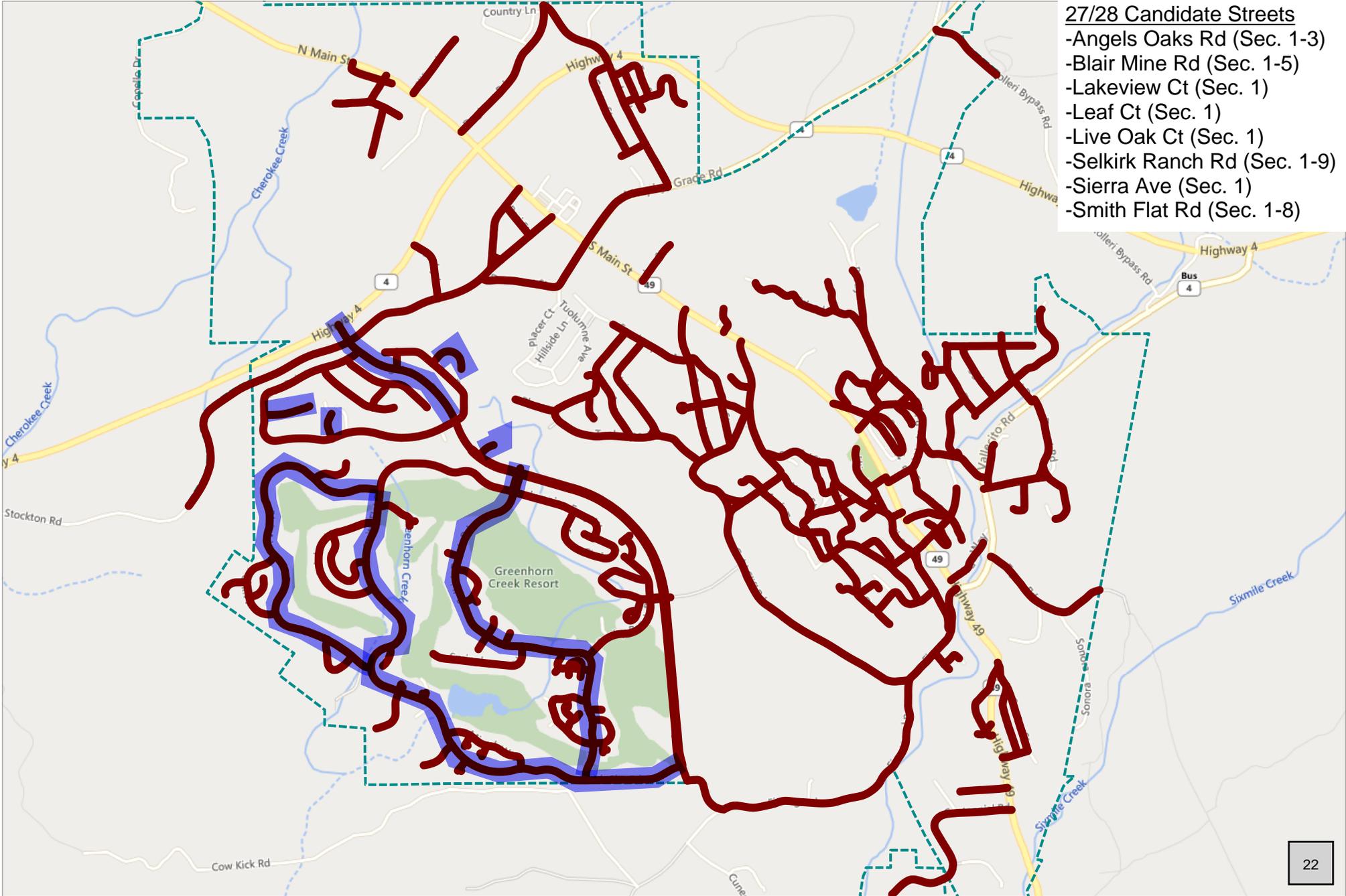
Printed: 8/27/2025





# Angels Camp

Printed: 8/27/2025

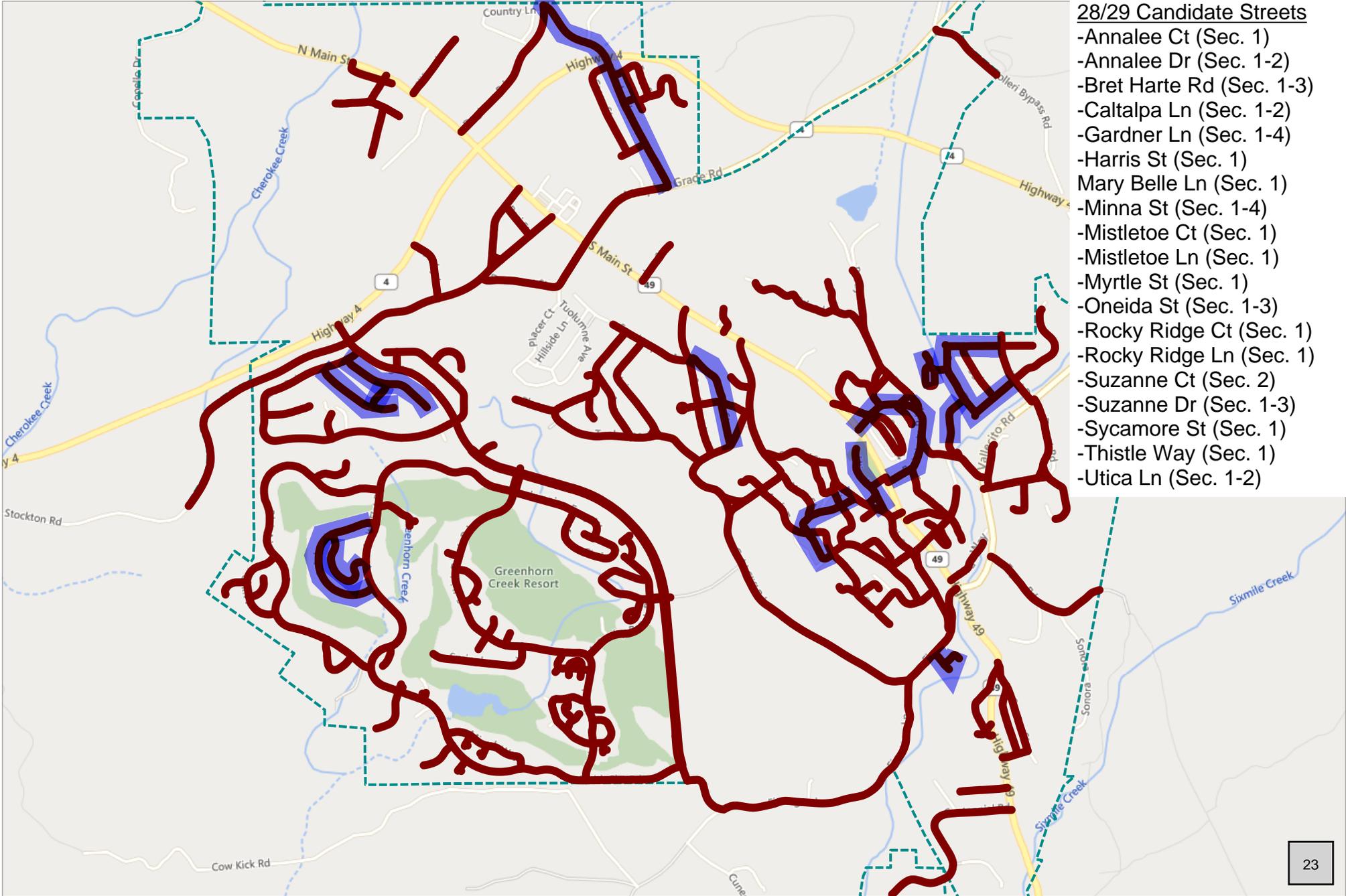


- 27/28 Candidate Streets
- Angels Oaks Rd (Sec. 1-3)
  - Blair Mine Rd (Sec. 1-5)
  - Lakeview Ct (Sec. 1)
  - Leaf Ct (Sec. 1)
  - Live Oak Ct (Sec. 1)
  - Selkirk Ranch Rd (Sec. 1-9)
  - Sierra Ave (Sec. 1)
  - Smith Flat Rd (Sec. 1-8)



# Angels Camp

Printed: 8/27/2025



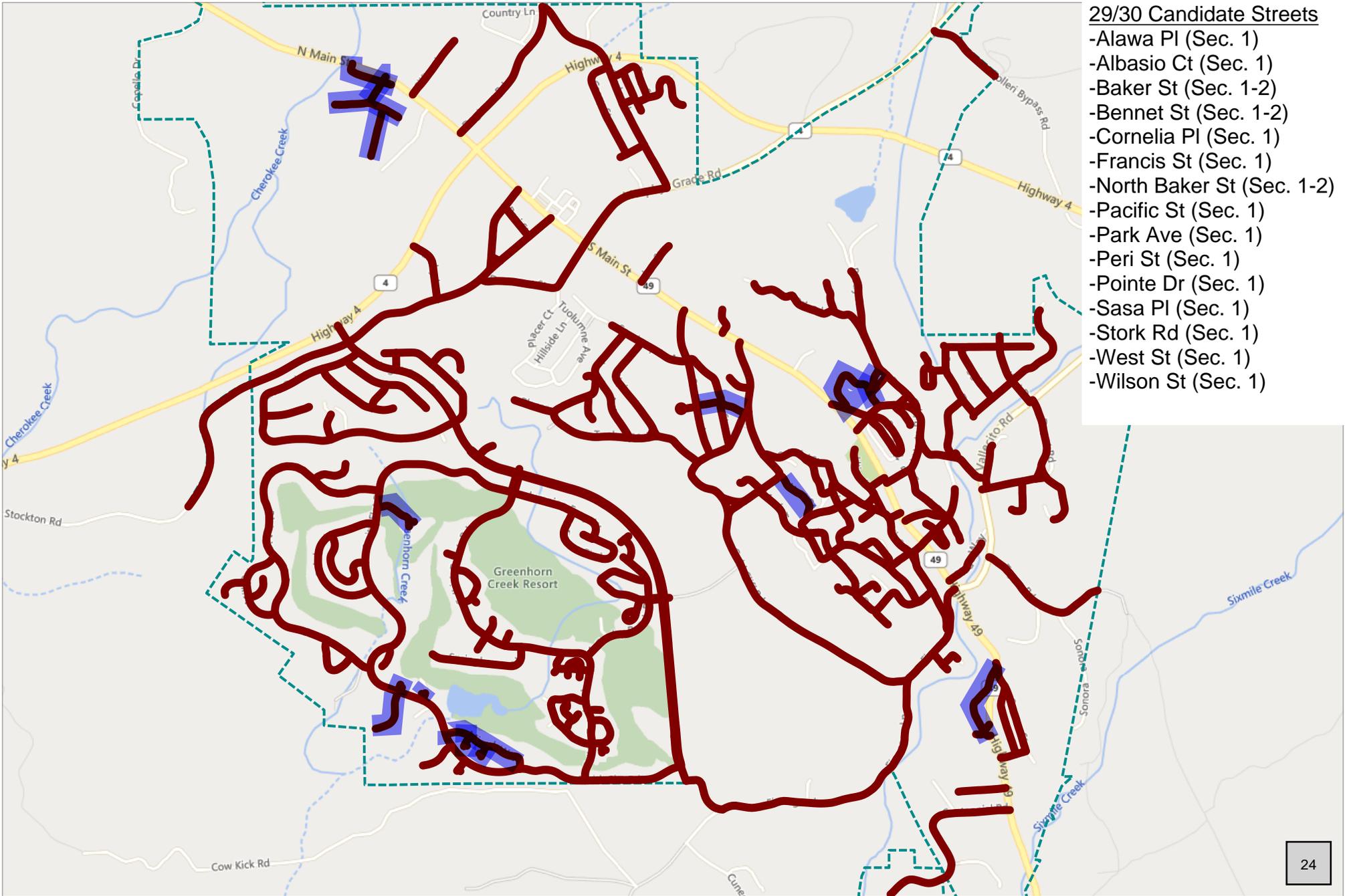
### 28/29 Candidate Streets

- Annalee Ct (Sec. 1)
- Annalee Dr (Sec. 1-2)
- Bret Harte Rd (Sec. 1-3)
- Caltalpa Ln (Sec. 1-2)
- Gardner Ln (Sec. 1-4)
- Harris St (Sec. 1)
- Mary Belle Ln (Sec. 1)
- Minna St (Sec. 1-4)
- Mistletoe Ct (Sec. 1)
- Mistletoe Ln (Sec. 1)
- Myrtle St (Sec. 1)
- Oneida St (Sec. 1-3)
- Rocky Ridge Ct (Sec. 1)
- Rocky Ridge Ln (Sec. 1)
- Suzanne Ct (Sec. 2)
- Suzanne Dr (Sec. 1-3)
- Sycamore St (Sec. 1)
- Thistle Way (Sec. 1)
- Utica Ln (Sec. 1-2)



# Angels Camp

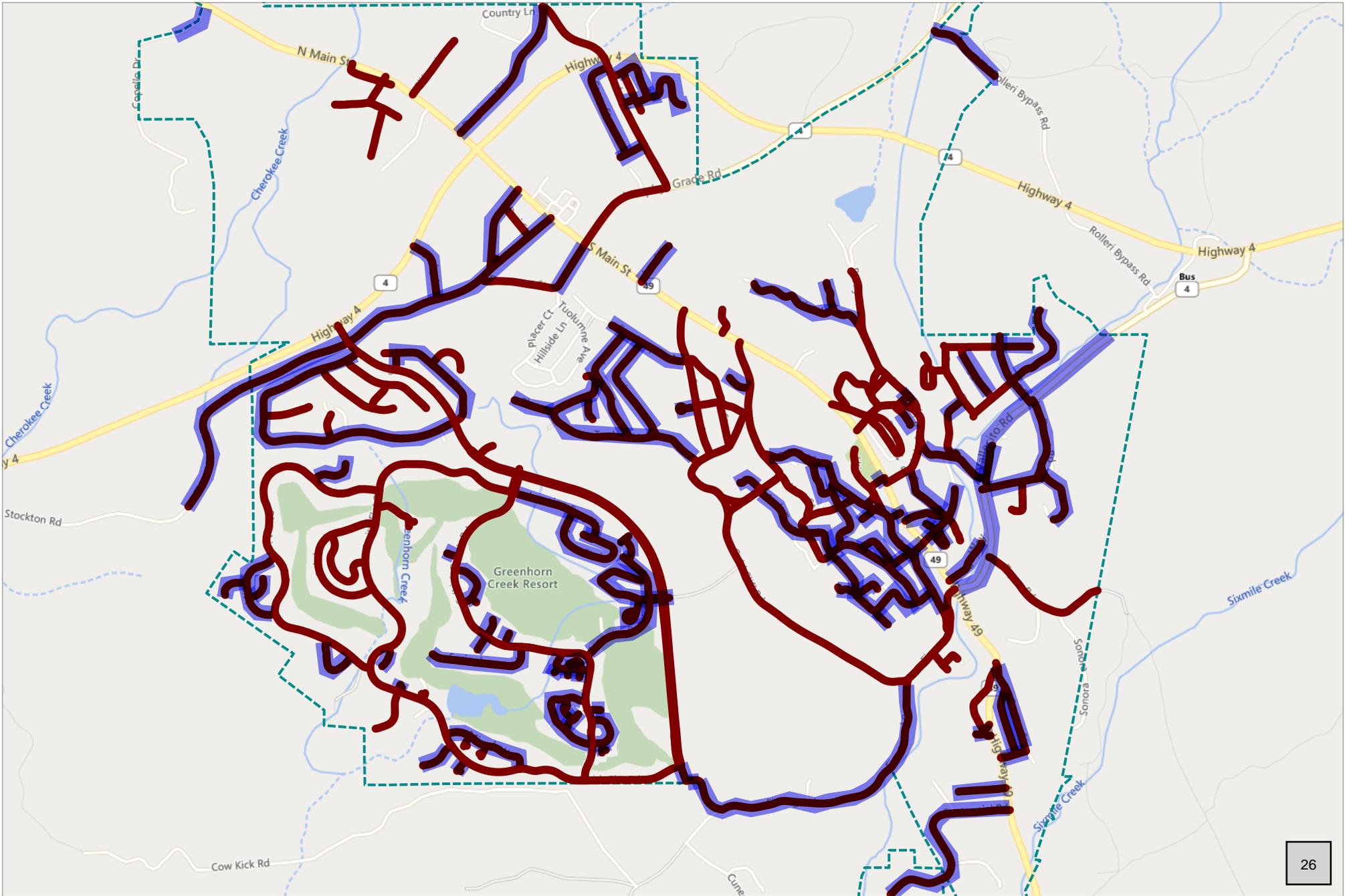
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# Unfunded Sections



# UNFUNDED SECTIONS MAP



Angels Camp

# Remaining Section Cost Estimations

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

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

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

<b>Total:</b>	<b>\$ 435,564.00</b>	<b>\$ 797,282.00</b>	<b>\$ 6,430,860.00</b>
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CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-80

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

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

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

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

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

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

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

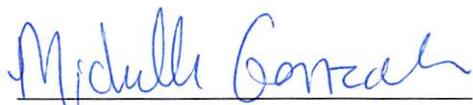
**WHEREAS**, adoption of Amendment No. 1 ensures the City’s Pavement Management Plan reflects current conditions, funding priorities, and continues to support eligibility for state and federal transportation funding;

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

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

- AYES: Chimente, Schirato, Broglio, Scott, and Behiel
- NOES: None
- ABSTAIN: None
- ABSENT: None

  
 Michael Chimente, Mayor

  
 Michelle Gonzalez, Deputy City Clerk



**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS CAMP AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR BIDS FOR THE FY 2025/2026 PAVEMENT MANAGEMENT PLAN PROJECTS**

**WHEREAS**, the City of Angels Camp is responsible for the maintenance and preservation of its public street system; and

**WHEREAS**, the City Council has adopted the City of Angels Camp 2025–2030 Pavement Management Plan (Amendment 1), which establishes a five-year, data-driven program for the preservation and rehabilitation of the City’s roadway network using Pavement Condition Index (PCI) data; and

**WHEREAS**, the Pavement Management Plan identifies cost-effective treatment strategies and prioritizes projects based on pavement condition, functional classification, and available funding; and

**WHEREAS**, the Fiscal Year 2025/2026 Pavement Management Plan projects represent the first year of implementation of the adopted plan and consist primarily of Stop Gap pavement repairs intended to address localized failures and preserve existing roadway surfaces; and

**WHEREAS**, funding for the FY 2025/2026 Pavement Management Plan projects is available from programmed transportation and road maintenance revenue sources, including Highway Users Tax Account (HUTA), Transient Occupancy Tax (TOT – Roads), Local Transportation Funds (LTF), and SB 1 Road Maintenance and Rehabilitation Account (RMRA); and

**WHEREAS**, advertising for bids is necessary to solicit competitive pricing and proceed with construction in a timely manner during the 2025/2026 construction season.

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

1. The City Engineer is hereby authorized to advertise for bids for the Fiscal Year 2025/2026 Pavement Management Plan projects in accordance with the City of Angels Camp 2025–2030 Pavement Management Plan.
2. Advertising for bids shall be conducted in compliance with applicable state and local procurement requirements.
3. Award of a construction contract shall be subject to future City Council approval.

**PASSED AND ADOPTED** this 20th day of January, 2026, by the following vote:

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

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**



**CITY HALL**

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

**DATE:** January 20, 2026  
**TO:** City Council  
**FROM:** Steve Williams, Interim City Administrator  
**RE:** **RESOLUTION 26-15** – Authorizing the Addition of Bush Street Extension to the FY 2025/26 Candidate Streets List within the Five-Year Pavement Management Plan

**RECOMMENDATION:**

Authorize the Addition of the Bush Street Extension to the 2025/26 Citywide Pavement Repair Project.

**BACKGROUND:**

Bush Street Extension is a small dead-end street which proceeds north off of Mark Twain Road, west of State Route 49.

Bush Street Extension is in poor condition.

A resident on Bush Street Extension has requested the City repair the small street for several years.

According to the resident, the City contracted with a firm more than 20 years ago to upgrade pavement in the Mark Twain Road area, including the Bush Street Extension. As part of that work, the firm removed the existing pavement and replaced it with new pavement in several neighborhoods within the area.

The resident further states that while a portion of Bush Street Extension was repaved, the segment of the roadway located south of, and directly in front of, his residence was removed but never repaved.

Over the years since the firm made pavement improvements in the area, the City has laid road base and slurry seal on the road south of and in front of his residence, but it has never been fully paved as it was before the firm completed the work more than 20 years ago.

**DISCUSSION:**

On October 7, 2025, the City Council approved the five (5) year Pavement Management Plan (**Attachment “A”**). Further, the City Engineer has prepared construction documents for the 2025/26 Citywide Pavement Repair Project which includes a bid item that can be increased in quantity to complete the reconstruction of the Bush Street Extension.

The dead end of Bush Street Extension has no pavement at all. See photos in **Attachment “B”**.



There are only two houses on Bush Street Extension, however, the house closest to the cul-de-sac, where there is no pavement, is a licensed day care permitted for up to fourteen (14) children. While, there are only two houses on Bush Street Extension, this has comparatively high use due to the day care at the end of the cul-de-sac.

The City Engineer has been consulted and agrees that this road section can be incorporated into the 2056/26 Pavement Repair Project.

The City Engineer's estimate to fully restore the road is \$20,000 to \$30,000.

The City recently received repurposed matching funds from Calaveras Council of Governments (CCOG) in the amount of \$40,000 which could be used for this project. This funding can only be used for pavement and sidewalk improvements and would be an appropriate use of funds for this project.

**FISCAL IMPACT:**

Increase of \$20,000 - \$30,000 potentially funded fully by the repurposed CCOG matching funds.

**ATTACHMENTS:**

- Attachment "A" – Five Year Pavement Management Plan
- Attachment "B" – Photos of Bush Street Extension.
- Attachment "C" – Map



# Angels Camp



## 5-Year Pavement Management Program 2025-2030

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# Pavement Management Program Narrative

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

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

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

## Program Summary

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

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

### Treatment Types

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

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

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

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

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

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

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

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

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

## Project Prioritization

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

## Revenue Sources

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

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

## Unfunded Sections

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

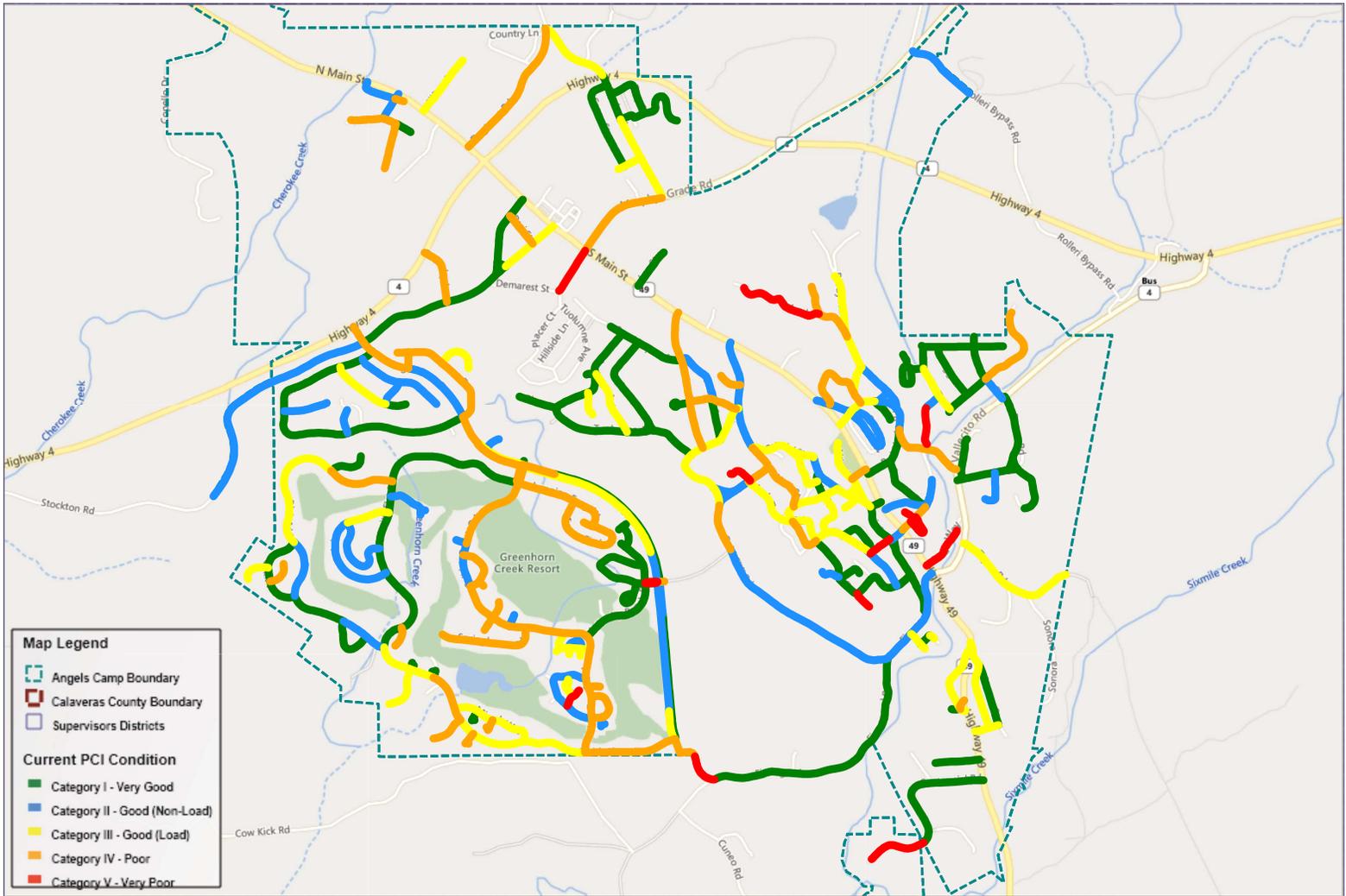
# Pavement Condition Index



Angels Camp

# Current PCI Condition

Printed: 8/26/2025

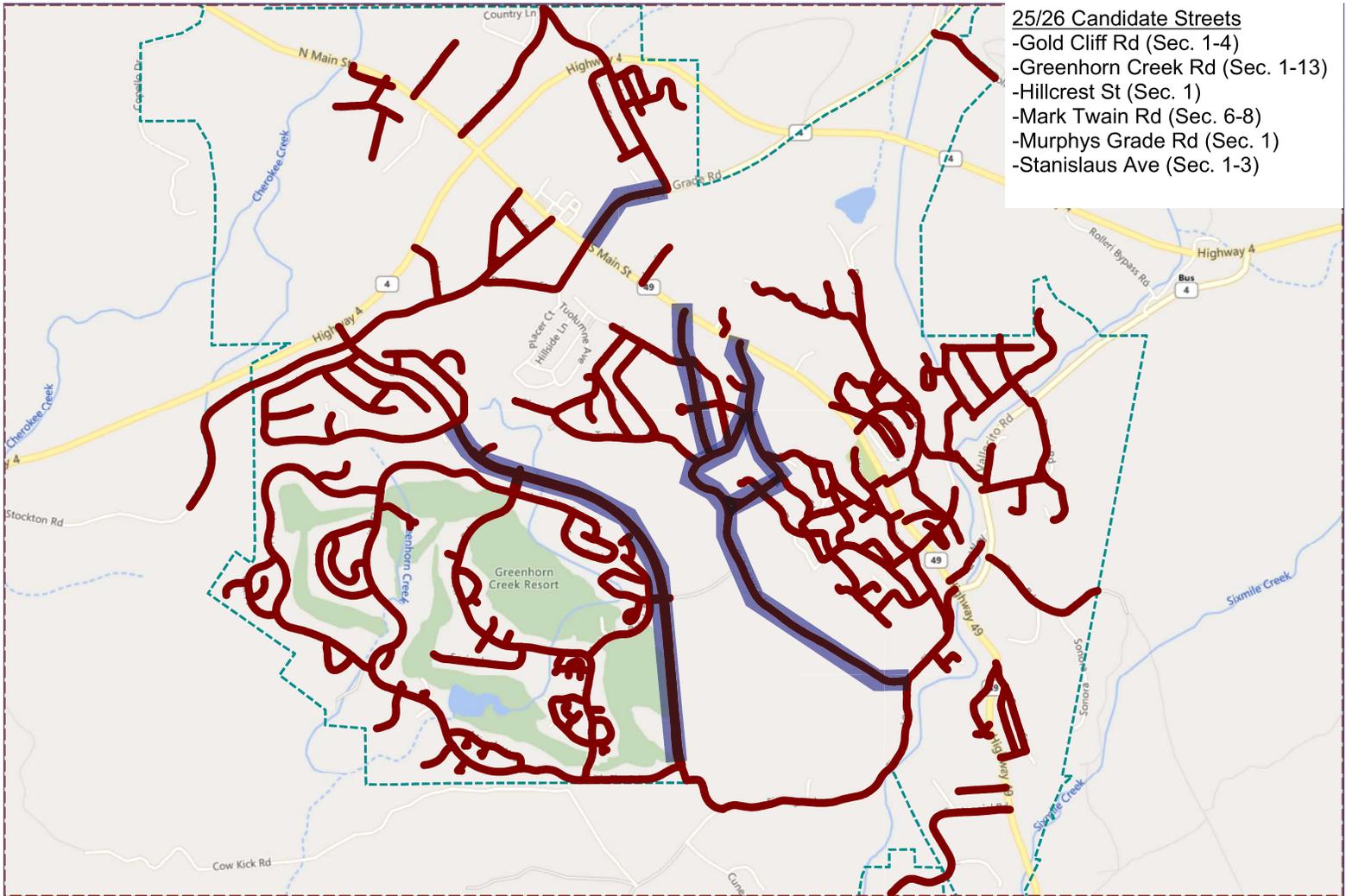


# Pavement Management Projects



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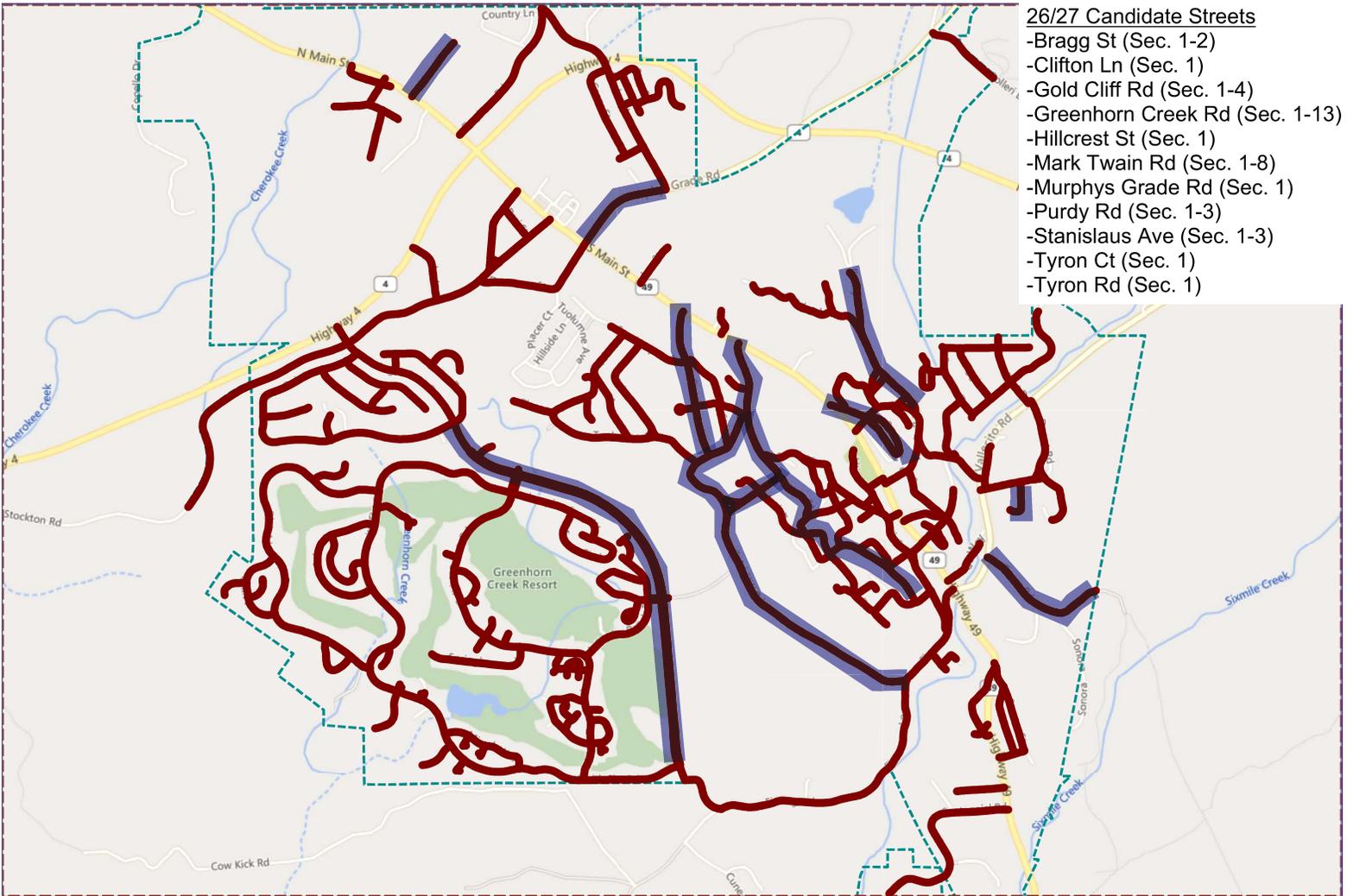
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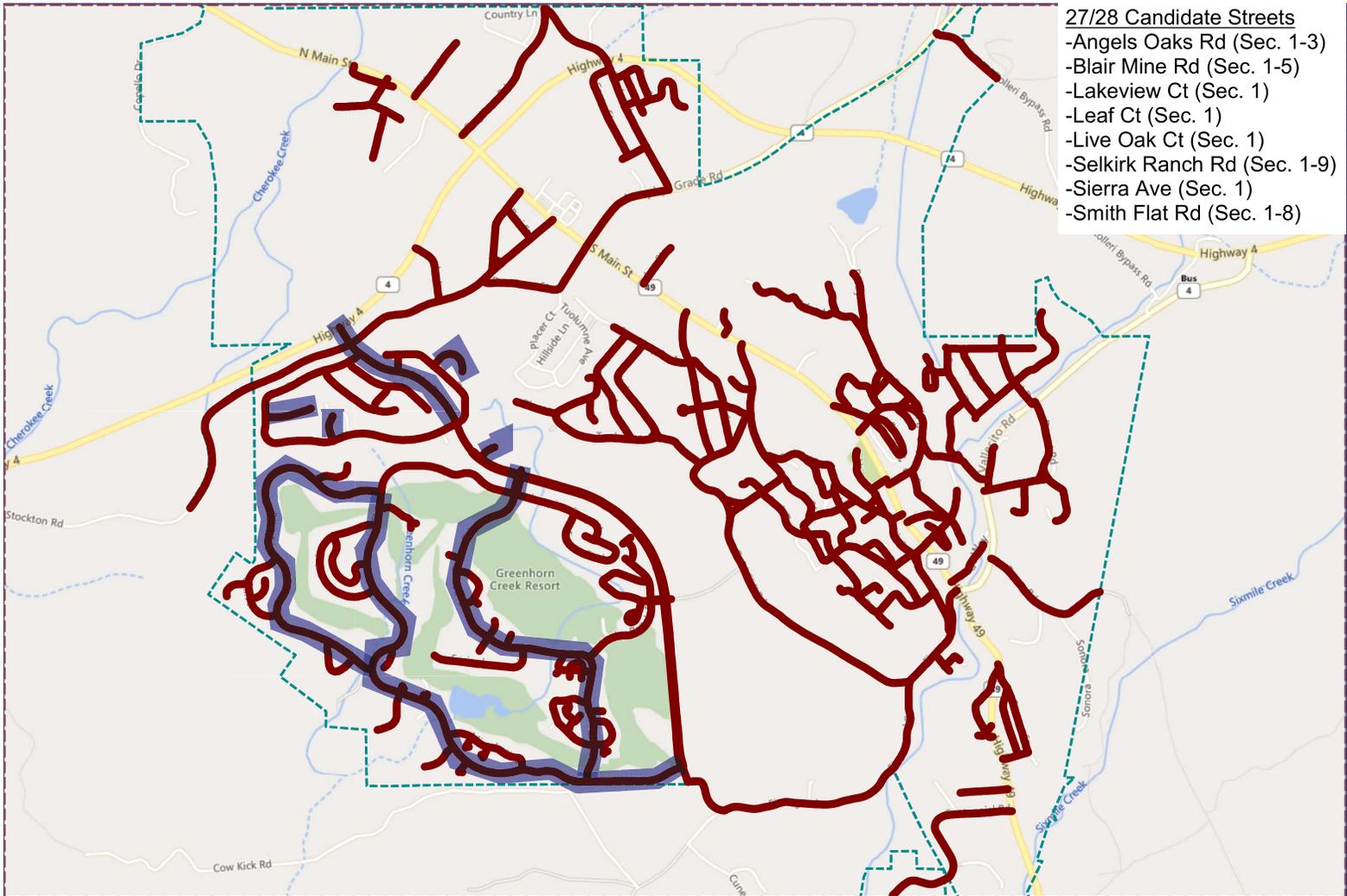
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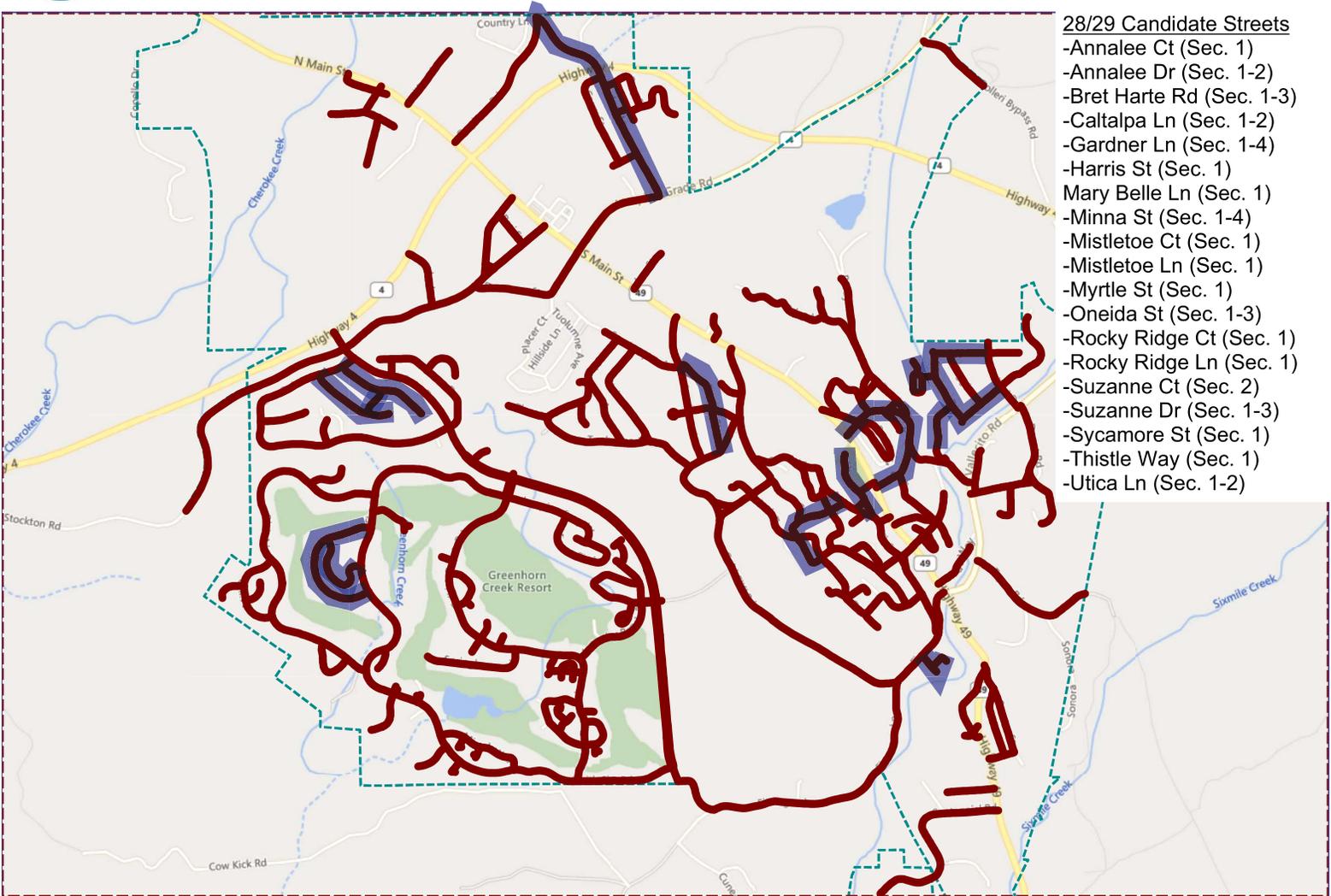
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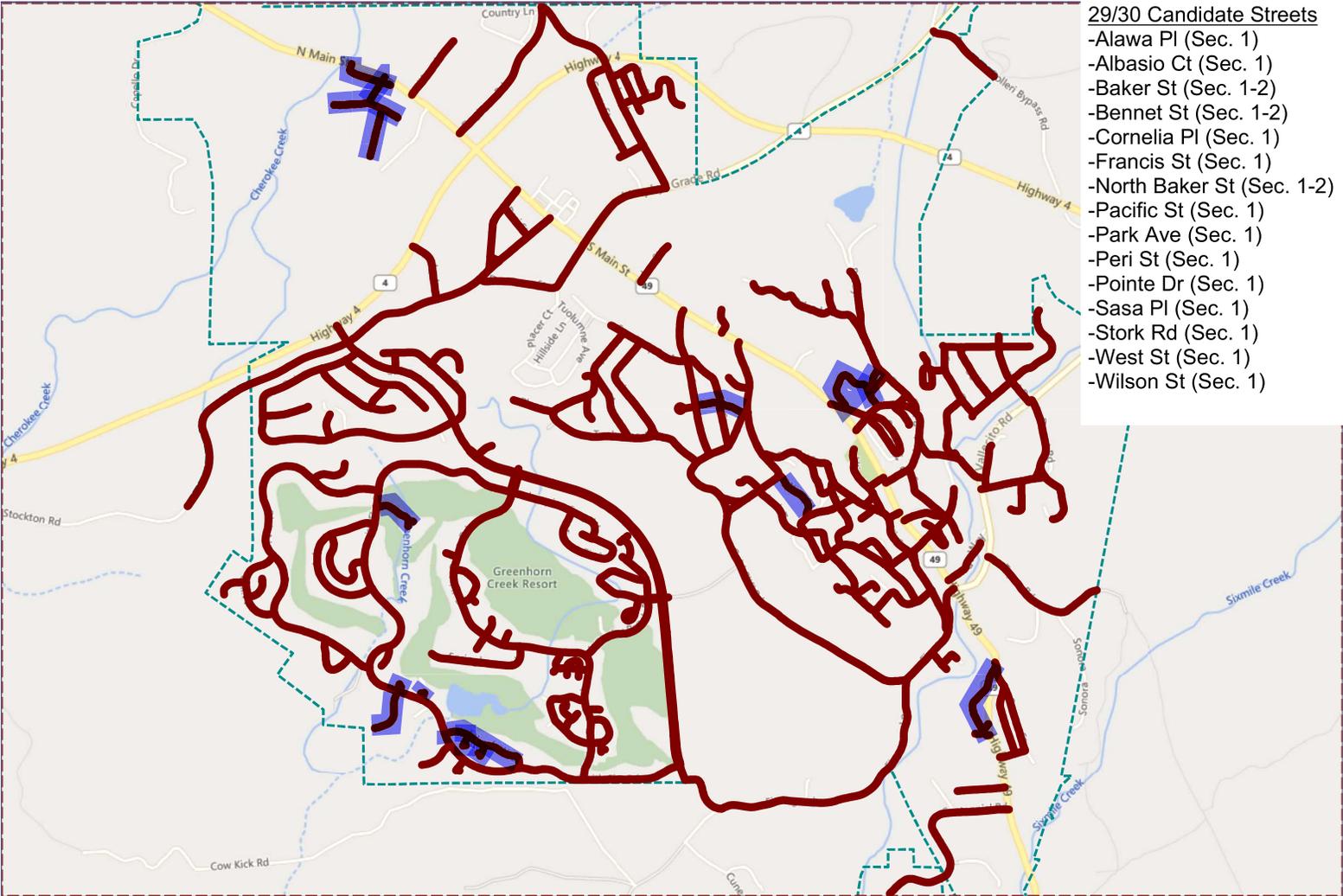
28/29 Candidate Streets

- Annalee Ct (Sec. 1)
- Annalee Dr (Sec. 1-2)
- Bret Harte Rd (Sec. 1-3)
- Caltalpa Ln (Sec. 1-2)
- Gardner Ln (Sec. 1-4)
- Harris St (Sec. 1)
- Mary Belle Ln (Sec. 1)
- Minna St (Sec. 1-4)
- Mistletoe Ct (Sec. 1)
- Mistletoe Ln (Sec. 1)
- Myrtle St (Sec. 1)
- Oneida St (Sec. 1-3)
- Rocky Ridge Ct (Sec. 1)
- Rocky Ridge Ln (Sec. 1)
- Suzanne Ct (Sec. 2)
- Suzanne Dr (Sec. 1-3)
- Sycamore St (Sec. 1)
- Thistle Way (Sec. 1)
- Utica Ln (Sec. 1-2)



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29/30 Candidate Streets

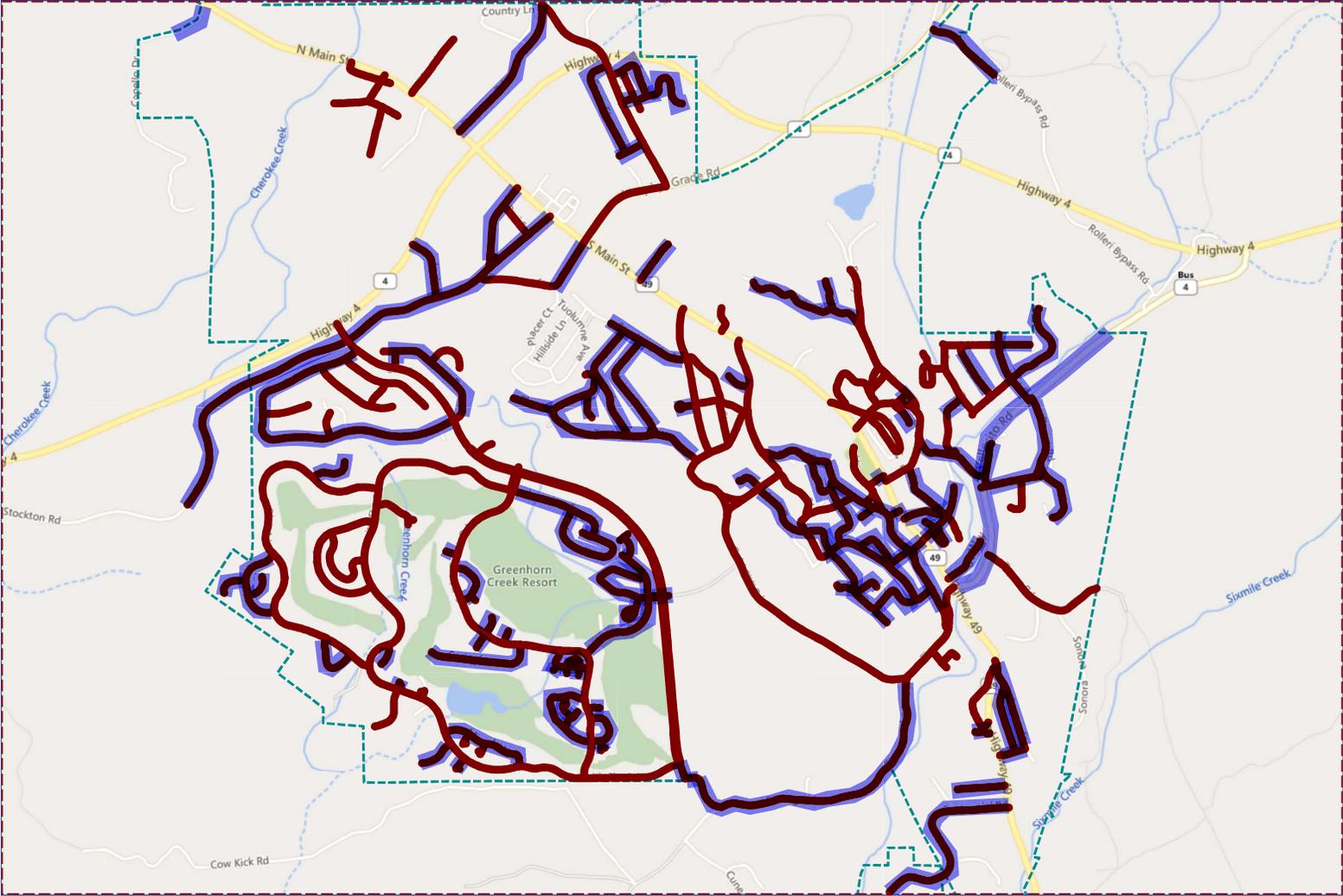
- Alawa Pl (Sec. 1)
- Albasio Ct (Sec. 1)
- Baker St (Sec. 1-2)
- Bennet St (Sec. 1-2)
- Cornelia Pl (Sec. 1)
- Francis St (Sec. 1)
- North Baker St (Sec. 1-2)
- Pacific St (Sec. 1)
- Park Ave (Sec. 1)
- Peri St (Sec. 1)
- Pointe Dr (Sec. 1)
- Sasa Pl (Sec. 1)
- Stork Rd (Sec. 1)
- West St (Sec. 1)
- Wilson St (Sec. 1)

# Unfunded Sections



Angels Camp

# UNFUNDED SECTIONS MAP



Angels Camp

Remaining Section Cost Estimations

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

Street ID	Section ID	Road Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	PCI Range			
											Remaining Life	PM Estimated Cost (\$0.5/SF)	CM Estimated Cost (\$2/SF)	Reconstruct Estimated Cost (\$15/SF)
FONDRYLN	0010	FOUNDRY LN	STOCKTON RD	100 FOUNDRY LN (PRV DW)	449	24	10 776	R - Residential/Local	A - AC	32	2,38	\$ -	\$ -	\$ 161,640.00
FONDRYLN	0020	FOUNDRY LN	100 FOUNDRY LN (PRV DW)	HWY 4	297	36	10 692	R - Residential/Local	A - AC	41	5,86	\$ -	\$ -	\$ 160,380.00
GRNSTW Y	0010	GREENSTONE WY	SELKIRK RANCH RD (SE)	SELKIRK RANCH RD (NW)	584	18	10 512	R - Residential/Local	A - AC	51	9,80	\$ -	\$ 21,024.00	\$ -
GRNDNGR D	0010	GRINDING ROCK RD	SELKIRK RANCH RD (S)	SELKIRK RANCH RD (N)	1,198	18	21 564	R - Residential/Local	A - AC	55	12,02	\$ -	\$ 43,128.00	\$ -
HRDSCRST	0020	HARDSCRABBLE ST	BUSH ST	HWY 49 (MAIN ST)	205	26	5 330	R - Residential/Local	A - AC	63	16,18	\$ -	\$ 10,660.00	\$ -
HENRYPL	0010	HENRY PL	SE-END (PRV DW)	BRET HARTE RD	313	12	3 756	R - Residential/Local	A - AC	74	22,52	\$ 1,878.00	\$ -	\$ -
HGLNDAL	0010	HIGHLAND AL	ECHO ST	CRYSTAL ST	631	12	7 572	R - Residential/Local	A - AC	52	10,35	\$ -	\$ 15,144.00	\$ -
HLLCRSCT	0010	HILLCREST CT	MARK TWAIN RD	NORTH END	307	12	3 684	R - Residential/Local	A - AC	5	0,00	\$ -	\$ -	\$ 55,260.00
HLLSDCT	0010	HILLSIDE CT	CDS (S)	TUOLUMNE AV	294	21	6 174	R - Residential/Local	A - AC	68	18,70	\$ -	\$ 12,348.00	\$ -
HOLLYST	0010	HOLLY ST	END (SW)	GARDNER LN	320	24	7 680	R - Residential/Local	A - AC	69	19,33	\$ -	\$ 15,360.00	\$ -
IRNWDCST	0100	IRON WOOD CT	MCCAULEY RANCH RD	END (NE & SW)	406	18	7 308	R - Residential/Local	A - AC	83	27,74	\$ 3,654.00	\$ -	\$ -
JMPGFGW Y	0010	JUMPING FROG WY	SELKIRK RANCH RD	MINERS CR	1,236	22	27 192	R - Residential/Local	A - AC	36	3,82	\$ -	\$ -	\$ 407,880.00
KIDSCST	0010	KIDS CT	DADS RD	END (N) (PRV DW)	363	9	3 267	R - Residential/Local	A - AC	28	1,03	\$ -	\$ -	\$ 49,005.00
KURTRD	0010	KURT DR	VALLECITO RD	FOOTHILL VILLAGE DR	329	27	8 883	R - Residential/Local	A - AC	67	18,06	\$ -	\$ 17,766.00	\$ -
KURTRD	0020	KURT DR	FOOTHILL VILLAGE DR	END (N) (BLOCKED)	570	33	18 810	R - Residential/Local	A - AC	72	21,25	\$ 9,405.00	\$ -	\$ -
LEELN	0010	LEE LN	HWY 49 (MAIN ST)	END (NE) (PRV DW)	538	20	10 760	R - Residential/Local	A - AC	78	24,91	\$ 5,380.00	\$ -	\$ -
LGHTRNPL	0010	LIGHTNER PL	END (SW)	SMITH FLAT RD	192	24	4 608	R - Residential/Local	A - AC	38	4,82	\$ -	\$ -	\$ 69,120.00
LINDSYCT	0010	LINDSAY CT	SELKIRK RANCH RD	CDS (N)	158	21	3 318	R - Residential/Local	A - AC	67	18,06	\$ -	\$ 6,636.00	\$ -
LVEOKDR	0010	LIVE OAK DR	ANGELS OAKS RD (S)	LAKEVIEW CT	1,530	30	45 900	R - Residential/Local	A - AC	73	21,89	\$ 22,950.00	\$ -	\$ -
LVEOKDR	0020	LIVE OAK DR	LAKEVIEW CT	LIVE OAK CT	1,074	30	32 220	R - Residential/Local	A - AC	75	23,14	\$ 16,110.00	\$ -	\$ -
LVEOKDR	0030	LIVE OAK DR	LIVE OAK CT	ANGELS OAKS RD	1,472	30	44 160	R - Residential/Local	A - AC	71	20,61	\$ 22,080.00	\$ -	\$ -
LOVEST	0010	LOVE ST	MARK TWAIN RD (S)	370FT NW MARKTWAIN RD (S) (WID)	370	10	3 700	R - Residential/Local	A - AC	75	23,14	\$ 1,850.00	\$ -	\$ -
LOVEST	0020	LOVE ST	370FT NW MARKTWAIN RD (S) (WID)	MARK TWAIN RD (N)	187	16	2 992	R - Residential/Local	A - AC	70	19,97	\$ 1,496.00	\$ -	\$ -
MDISONCT	0010	MADISON CT	END (S)	GREENSTONE WY	82	18	1 476	R - Residential/Local	A - AC	58	13,17	\$ -	\$ 2,952.00	\$ -
MRKTWNR D	0010	MARK TWAIN RD	BUSH ST	FAIRVIEW DR	232	13	3 016	R - Residential/Local	A - AC	73	21,89	\$ 1,508.00	\$ -	\$ -
MRKTWNR D	0020	MARK TWAIN RD	FAIRVIEW DR	LOVE ST (S)	594	20	11 880	R - Residential/Local	A - AC	66	17,43	\$ -	\$ 23,760.00	\$ -
MRKTWNR D	0030	MARK TWAIN RD	LOVE ST (S)	FAIRVIEW ST	747	20	14 940	R - Residential/Local	A - AC	69	19,33	\$ -	\$ 29,880.00	\$ -
MRKTWNR D	0040	MARK TWAIN RD	FAIRVIEW ST	MINNA ST (N)	465	20	9 300	R - Residential/Local	A - AC	61	14,96	\$ -	\$ 18,600.00	\$ -
MRKTWNR D	0050	MARK TWAIN RD	MINNA ST (N)	HILLCREST ST	802	22	17 644	R - Residential/Local	A - AC	60	14,36	\$ -	\$ 35,288.00	\$ -
MRTNST	0010	MARTINA ST	HWY 49 (MAIN ST)	SONORA ST	312	12	3 744	R - Residential/Local	A - AC	54	11,45	\$ -	\$ 7,488.00	\$ -
MAYORD	0010	MAYO RD	HWY 49 (MAIN ST) (N)	PARK AV	131	13	1 703	R - Residential/Local	A - AC	43	6,94	\$ -	\$ -	\$ 25,545.00
MAYORD	0020	MAYO RD	END (W)	PARK AV	185	15	2 775	R - Residential/Local	A - AC	72	21,25	\$ 1,387.50	\$ -	\$ -
MCLRNRH D	0010	MCCAULEY RANCH RD	SELKIRK RANCH RD	MCCAULEY RANCH RD	1,116	22	24 552	R - Residential/Local	A - AC	80	26,43	\$ 12,276.00	\$ -	\$ -
MCLRNRH D	0020	MCCAULEY RANCH RD	MCCAULEY RANCH RD	GREENHORN CREEK RD	162	12	1 944	C - Collector	A - AC	1	0,00	\$ -	\$ -	\$ 29,160.00
MCLRNRH D	0030	MCCAULEY RANCH RD	GREENHORN CREEK RD	END (E) (BLOCKED)	89	22	1 956	C - Collector	A - AC	25	0,07	\$ -	\$ -	\$ 29,370.00
MCLRNRH D	0040	MCCAULEY RANCH RD	GREENHORN CREEK RD	MCCAULEY RANCH RD	163	12	1 956	C - Collector	A - AC	21	0,00	\$ -	\$ -	\$ 29,340.00
MCCALYRD	0020	MCCAULEY RD	MCCAULEY RANCH RD	END (NW) (GATE)	628	22	13 816	R - Residential/Local	A - AC	82	27,22	\$ 6,908.00	\$ -	\$ -
MILLCT	0010	MILL CT	CDS (SW)	MILL RD	357	18	6 426	R - Residential/Local	A - AC	67	18,06	\$ -	\$ 12,852.00	\$ -
MILLRD	0010	MILL RD	BLAIR MINE RD (S)	MILL CT	599	18	10 782	R - Residential/Local	A - AC	76	23,75	\$ 5,391.00	\$ -	\$ -
MILLRD	0020	MILL RD	MILL CT	BLAIR MINE RD (N)	496	18	8 928	R - Residential/Local	A - AC	70	19,97	\$ 4,464.00	\$ -	\$ -
MINARDST	0010	MINARD ST	END (SW)	BUSH ST	186	12	2 232	R - Residential/Local	A - AC	69	19,33	\$ -	\$ 4,464.00	\$ -
MINERSCR	0010	MINERS CR	JUMPING FROG WY (W)	JUMPING FROG WY (E)	1,369	20	27 380	R - Residential/Local	A - AC	34	3,33	\$ -	\$ -	\$ 410,700.00
MINERSCR	0020	MINERS CR	JUMPING FROG WY (E)	END (NW)	120	16	1 920	R - Residential/Local	A - AC	28	1,03	\$ -	\$ -	\$ 28,800.00
MWUKWY	0010	MWUK WY	SMITH FLAT RD (W)	ALAWA PL	531	18	9 558	R - Residential/Local	A - AC	58	13,17	\$ -	\$ 19,116.00	\$ -
MWUKWY	0020	MWUK WY	ALAWA PL	SMITH FLAT RD (E)	554	18	9 972	R - Residential/Local	A - AC	55	12,02	\$ -	\$ 19,944.00	\$ -
MNTVRDST	0010	MONTE VERDA ST	STOCKTON RD (SW & NE ENDS)	580FT N STOCKTON RD (SW) (UTLP)	597	21	14 637	R - Residential/Local	A - AC	80	25,96	\$ 7,318.50	\$ -	\$ -
MNTVRDST	0020	MONTE VERDA ST	580FT N STOCKTON RD (SW) (UTLP)	HWY 49 (MAIN ST)	468	40	18 720	R - Residential/Local	A - AC	76	23,75	\$ 9,360.00	\$ -	\$ -
MOOSETL	0010	MOOSE TL	END (S) (PRV DW)	DEPOT RD	814	12	9 768	R - Residential/Local	A - AC	82	27,22	\$ 4,884.00	\$ -	\$ -
MOUNTNV W	0010	MOUNTAIN VIEW	MARTINA ST	SONORA ST	838	12	10 056	R - Residential/Local	A - AC	61	14,96	\$ -	\$ 20,112.00	\$ -
NRTHSTLP	0010	NORTH STAR LP	GREENSTONE WY (W)	GREENSTONE WY (E)	287	12	3 444	R - Residential/Local	A - AC	65	16,80	\$ -	\$ 6,888.00	\$ -
OAKCT	0010	OAK CT	END (NE) (PRV DW)	FAIRVIEW ST	241	18	4 338	R - Residential/Local	A - AC	54	11,45	\$ -	\$ 8,676.00	\$ -
OAKPL	0010	OAK PL	FAIRVIEW DR	END (NE) (PRV DW)	317	18	5 706	R - Residential/Local	A - AC	79	25,45	\$ 2,853.00	\$ -	\$ -

Section 10, Item B.

Street ID	Section ID	Road Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	PCI Range			
											Remaining Life	PM Estimated Cost (\$0.5/SF)	69-50 CM Estimated Cost (\$2/SF)	49-0 Reconstruct Estimated Cost (\$15/SF)
OLDVLCRD	0010	OLD VALLEGITO RD	DEPOT RD	END (N)(GATE)	521	15	7,815	R - Residential/Local	A - AC	79	25,45	\$ 3,907.50	\$ -	\$ -
OLVAPL	0010	OLMA PL	SMITH FLAT RD	END (NE)	116	24	2,784	R - Residential/Local	A - AC	72	21,25	\$ 1,392.00	\$ -	\$ -
PRLNATER	0010	PERLINA TERRACE	CDS (SW)	SMITH FLAT RD	260	21	5,460	R - Residential/Local	A - AC	34	3,33	\$ -	\$ -	\$ 81,900.00
PLTKNBCT	0010	PILOT KNOB CT	END (S)	GREENSTONE WY	94	18	1,692	R - Residential/Local	A - AC	58	13,17	\$ -	\$ 3,384.00	\$ -
PINEST	0200	PINE ST	BUSH ST	HWY 49 (MAIN ST)	151	24	3,624	R - Residential/Local	A - AC	73	21,89	\$ 1,812.00	\$ -	\$ -
PNRMNCT	0010	PIONEER MINE CT	END (SE)	TRIPLE LODE DR	160	18	2,880	R - Residential/Local	A - AC	50	9,86	\$ -	\$ 5,760.00	\$ -
PLACERAV	0010	PLACER AV	END (W) (PRV DW)	TUOLUMNE AV	498	21	10,458	R - Residential/Local	A - AC	78	24,91	\$ 5,229.00	\$ -	\$ -
PRSPCTCT	0010	PROSPECT CT	MILL RD	CDS (NE)	324	18	5,832	R - Residential/Local	A - AC	42	6,40	\$ -	\$ -	\$ 87,480.00
QRTZMNC T	0010	QUARTZ MINE CT	SELKIRK RANCH RD	END (E)	152	18	2,736	R - Residential/Local	A - AC	42	6,40	\$ -	\$ -	\$ 41,040.00
RAGGIOCT	0010	RAGGIO CT	CDS (SW)	SMITH FLAT RD	433	21	9,093	R - Residential/Local	A - AC	37	4,31	\$ -	\$ -	\$ 136,395.00
RAMRNLN	0010	RAMORINI LN	END (W)	HWY 49 (MAIN ST)	566	22	12,452	R - Residential/Local	A - AC	72	21,25	\$ 6,226.00	\$ -	\$ -
RSBRRYLN	0010	RASBERRY LN	HWY 49 (MAIN ST)	SUMMIT RD	409	20	8,180	R - Residential/Local	A - AC	42	6,40	\$ -	\$ -	\$ 122,700.00
RSBRRYLN	0020	RASBERRY LN	SUMMIT RD	END (N)(PARKING LOT)	363	12	4,356	R - Residential/Local	A - AC	61	14,96	\$ -	\$ 8,712.00	\$ -
RCKFRGLP	0010	ROCK FORGE LP	SELKIRK RANCH RD (S)	SELKIRK RANCH RD (N)	719	27	19,413	R - Residential/Local	A - AC	33	2,85	\$ -	\$ -	\$ 291,195.00
RLLRCHRD	0010	ROLLERI RANCH RD	MURPHYS GRADE RD	END (BLOCKED)	920	20	18,400	R - Residential/Local	A - AC	55	12,02	\$ -	\$ 36,800.00	\$ -
RSBUSHCT	0010	ROSEBUSH CT	SMOKEHOUSE CT	END (N)	296	16	4,736	R - Residential/Local	A - AC	68	18,70	\$ -	\$ 9,472.00	\$ -
SAMSWY	0010	SAMS WY	UTICA LN	HWY 49 (MAIN ST)	214	15	3,210	R - Residential/Local	A - AC	43	6,94	\$ -	\$ -	\$ 48,150.00
SANJANAV	0010	SAN JOAQUIN AV	END (NE)(GATE)	STANISLAUS AV	1,012	27	27,324	R - Residential/Local	A - AC	76	23,75	\$ 13,662.00	\$ -	\$ -
SLATECR	0010	SLATE CR	RASBERRY LN (SW)	RASBERRY LN (NE)	449	18	8,082	R - Residential/Local	A - AC	22	0,00	\$ -	\$ -	\$ 121,230.00
SMKHUSCT	0010	SMOKEHOUSE CT	GRINDING ROCK RD	END (NE)	256	16	4,096	R - Residential/Local	A - AC	18	0,00	\$ -	\$ -	\$ 61,440.00
SONORAST	0010	SONORA ST	MARTINA ST	MOUNTAIN VIEW	810	12	9,720	R - Residential/Local	A - AC	72	21,25	\$ 4,860.00	\$ -	\$ -
SONORAST	0020	SONORA ST	MOUNTAIN VIEW	HWY 49 (MAIN ST)	308	8	2,464	R - Residential/Local	A - AC	59	13,76	\$ -	\$ 4,928.00	\$ -
SPRNGHRD	0010	SPRINGHOUSE RD	CDS (W)	SELKIRK RANCH RD	1,255	24	30,120	R - Residential/Local	A - AC	34	3,33	\$ -	\$ -	\$ 451,800.00
SPYGLSCR	0010	SPYGLASS CR	MCCAULEY RANCH RD (S)	MCCAULEY RANCH RD (S)	1,256	12	15,072	R - Residential/Local	A - AC	82	27,22	\$ 7,536.00	\$ -	\$ -
STELTECT	0010	STELTE CT	KURT DR	CDS (E)	371	27	10,017	R - Residential/Local	A - AC	70	19,97	\$ 5,008.50	\$ -	\$ -
STCKTNRD	0010	STOCKTON RD	END (SW)(GATE)	ANGELS OAKS RD	3,094	21	64,974	R - Residential/Local	A - AC	60	14,36	\$ -	\$ 129,948.00	\$ -
STCKTNRD	0020	STOCKTON RD	ANGELS OAKS RD	FOUNDRY LN	1,203	24	28,872	R - Residential/Local	A - AC	79	25,45	\$ 14,436.00	\$ -	\$ -
STCKTNRD	0030	STOCKTON RD	FOUNDRY LN	MONTE VERDA ST (NE)	894	24	21,456	R - Residential/Local	A - AC	70	19,97	\$ 10,728.00	\$ -	\$ -
STCKTNRD	0040	STOCKTON RD	MONTE VERDA ST (NE)	HWY 49 (MAIN ST)	792	27	21,384	R - Residential/Local	A - AC	61	14,96	\$ -	\$ 42,768.00	\$ -
STNCRJCT	0010	STONE CORRAL CT	SELKIRK RANCH RD	CDS (N)	222	21	4,662	R - Residential/Local	A - AC	37	4,31	\$ -	\$ -	\$ 69,930.00
SUMMITRD	0020	SUMMIT RD	RASBERRY LN	BRET HARTE RD	771	18	13,878	R - Residential/Local	A - AC	73	21,89	\$ 6,939.00	\$ -	\$ -
SUZINNECT	0100	SUZANNE CT	END (S) (PRV DW)	CDS (N)	472	12	5,664	R - Residential/Local	A - AC	0	0,00	\$ -	\$ -	\$ 84,960.00
TRPLDDR	0010	TRIPLE LODE DR	SELKIRK RANCH RD (S)	SELKIRK RANCH RD (N)	605	18	10,890	R - Residential/Local	A - AC	32	2,38	\$ -	\$ -	\$ 163,350.00
TULUMNAV	0010	TUOLUMNE AV	GOLD CLIFF RD	AMADOR AV	927	21	19,467	R - Residential/Local	A - AC	77	24,34	\$ 9,733.50	\$ -	\$ -
TULUMNAV	0020	TUOLUMNE AV	AMADOR AV	EMERGENCY ACCESS (SIERRA AV)	822	21	17,262	R - Residential/Local	A - AC	80	26,43	\$ 8,631.00	\$ -	\$ -
TULUMNAV	0030	TUOLUMNE AV	EMERGENCY ACCESS (SIERRA AV)	AMADOR AV	936	21	19,656	R - Residential/Local	A - AC	82	27,22	\$ 9,828.00	\$ -	\$ -
UNKRD027	0010	UNKRD0027	BRET HARTE RD	PURDY RD	173	12	2,076	R - Residential/Local	A - AC	68	18,70	\$ -	\$ 4,152.00	\$ -
WWTPLANT	0010	WASTE WATER TREATMENT PLANT	END (SW)	CENTENNIAL LN	745	12	8,940	R - Residential/Local	A - AC	0	0,00	\$ -	\$ -	\$ 134,100.00

Total:	\$ 435,564.00	\$ 797,282.00	\$ 6,430,860.00
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Bust Street Extension – City Council Meeting January 20, 2026, Item 11E Attachment “C”



**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-15**

**RESOLUTION AUTHORIZING THE ADDITION OF BUSH STREET EXTENSION TO THE FY 2025/26  
CANDIDATE STREETS LIST WITHIN THE FIVE-YEAR PAVEMENT MANAGEMENT PLAN**

**WHEREAS**, Bush Street Extension is a small cul-de-sac which proceeds north off of Mark Twain Road, west of State Route 49 in the City of Angels; and

**WHEREAS**, Bush Street Extension was removed as part of a roadway upgrade project more than 20 years ago, and a portion of Bush Street Extension was never repaved; and

**WHEREAS**, on October 7, 2025, the City Council approved the five (5) year Pavement Management Plan; and

**WHEREAS**, Mark Twain Road is included as a Candidate Street in FY25/26 of the Pavement Management Plan; and

**WHEREAS**, the City Engineer’s estimate to fully restore the road is \$20,000 to \$30,000; and

**WHEREAS**, the City recently received repurposed matching funds from Calaveras Council of Governments (CCOG) in the amount of \$40,000 which could be used for this project; and

**WHEREAS**, This funding can only be used for pavement and sidewalk improvements and would be an appropriate use of funds for this project.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby Authorize the Addition of the Bush Street Extension to the FY 2025/26 Candidate Streets List within the Five-Year Pavement Management Plan

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**



**CITY HALL**

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

**DATE:** January 20, 2026  
**TO:** City Council  
**FROM:** Dave Richard, Water/Wastewater Engineer  
**RE:** **RESOLUTION 26-18 - AGREEMENT 26-02** - Authorize The City Administrator To Execute A Construction Contract For The Water Meter Replacement Project Phase 1 And Phase 2 (Cip Wdp-3) Project With Moyle Excavation, Inc., In The Amount Of \$795,257 And Authorize The City Administrator To Approve Supplemental Work And Change Orders Not To Exceed \$39,750 (Five Percent Of The Construction Contract Amount)

**RECOMMENDATION**

It is recommended that the City Council consider the following pertaining to the Water Meter Replacement Project Phase 1 and Phase 2 Project:

- 1) Authorize the City Administrator to execute a construction contract with Moyle Excavation, Inc., in the amount of \$795,257; and
- 2) Authorize the City Administrator to approve supplemental work and change orders not-to-exceed \$39,750 (five percent of the construction contract amount).

**BACKGROUND**

The City of Angels (City) retained Consultant to prepare plans and specifications for the replacement of 1,822 residential water meters with automatic meter reading units within the City. The City is furnishing the meters, and the Contractor is being retained to provide connection materials and labor for installation. The duration of the construction contract is 270 calendar days.

**BID ANALYSIS**

On December 2, 2025, the City Council authorized the release of construction documents for bidding the Water Meter Replacement Project Phase 1 and Phase 2 Project. The Project was advertised for bidding and six bids were received and opened on January 8, 2026. One bid (by Utilities One) was non-responsive. The bid item summary for the five responsive bids is included as an attachment with the results presented in Table 1 as follows:

**Table 1 – Bids Received**

Ford Construction	\$1,812,830
Moyle Excavation, Inc	\$795,257
Njirich and Sons	\$1,257,225
Phoenix Water Solutions	\$798,743
R Sutton Enterprises	\$1,082,900



The opinion of probable construction cost (excluding the City-furnished meters) for the Project is \$2,40,000.

After review of the bids received, staff has determined that Moyle Excavation, Inc., is the lowest responsible bidder submitting the lowest responsive bid.

As specified in the construction contract, the contractor must execute and return the contract, along with other specified requirements, within 10 calendar days following receipt of the Notice of Award. Construction is expected to start in February and be complete within 270 days from the Notice to Proceed.

**FINANCIAL IMPACT**

The Water Meter Replacement Project Phase 1 and Phase 2 Project is an approved Water and Wastewater Capital Improvements Project. The funding budget was established previously as \$2,400,000.

**ATTACHMENTS**

Attachment “A” – Bid Tabulation Summary  
Attachment “B” – Agreement

**Links to:**

- [Conformed Set](#)
- [Project Specs](#)
- [Ford Construction Bid](#)
- [Moyle Bid](#)
- [Njrich Bid](#)
- [Phoenix Water Solutions Bid](#)
- [Sutton Bid](#)



CITY OF ANGELS  
 WATER METER REPLACEMENT PROJECT PHASE 1 AND PHASE 2  
 BID TABULATION SUMMARY  
 January 8, 2026

			Ford Construction		Utilities One*		Phoenix Water Solutions		Njirich & Sons		Moyle Excavation		R. Sutton Enterprires		
Bid Item	Unit	Bidder: Approx Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
<b>BASE BID</b>															
1	Mobilization/Demobilization	LS	1	\$ 82,820.00	\$ 82,820.00	\$ -	\$ -	\$ 59,400.00	\$ 59,400.00	\$ 41,000.00	\$ 41,000.00	\$ 97,692.00	\$ 97,692.00	\$ 25,000.00	\$ 25,000.00
2	Phase 1, Level 1 Water Meter Replacement	EA	553	\$ 400.00	\$ 221,200.00	\$ -	\$ -	\$ 76.78	\$ 42,459.34	\$ 175.00	\$ 96,775.00	\$ 300.50	\$ 166,176.50	\$ 300.00	\$ 165,900.00
3	Phase 1, Level 2 Water Meter Replacement	EA	380	\$ 600.00	\$ 228,000.00	\$ -	\$ -	\$ 99.19	\$ 37,692.20	\$ 500.00	\$ 190,000.00	\$ 300.50	\$ 114,190.00	\$ 550.00	\$ 209,000.00
4	Phase 1, Level 3 Water Meter Replacement	EA	75	\$ 1,980.00	\$ 148,500.00	\$ -	\$ -	\$ 1,116.11	\$ 83,708.25	\$ 1,500.00	\$ 112,500.00	\$ 567.50	\$ 42,562.50	\$ 950.00	\$ 71,250.00
5	Phase 2, Level 1 Water Meter Replacement	EA	223	\$ 450.00	\$ 100,350.00	\$ -	\$ -	\$ 76.78	\$ 17,121.94	\$ 150.00	\$ 33,450.00	\$ 300.50	\$ 67,011.50	\$ 300.00	\$ 66,900.00
6	Phase 2, Level 2 Water Meter Replacement	EA	104	\$ 650.00	\$ 67,600.00	\$ -	\$ -	\$ 99.19	\$ 10,315.76	\$ 500.00	\$ 52,000.00	\$ 300.50	\$ 31,252.00	\$ 550.00	\$ 57,200.00
7	Phase 2, Level 3 Water Meter Replacement	EA	487	\$ 1,980.00	\$ 964,260.00	\$ -	\$ -	\$ 1,116.11	\$ 543,545.57	\$ 1,500.00	\$ 730,500.00	\$ 567.50	\$ 276,372.50	\$ 950.00	\$ 462,650.00
<b>Total Base Bid</b>				<b>\$ 1,812,730.00</b>		<b>\$ -</b>		<b>\$ 794,243.06</b>		<b>\$ 1,256,225.00</b>		<b>\$ 795,257.00</b>		<b>\$ 1,057,900.00</b>	
<b>ADDITIVE BID</b>															
A-1	Remobilization/Demobilization	LS	1	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
<b>Total Additive Bid</b>				<b>\$ 100.00</b>		<b>\$ -</b>		<b>\$ 4,500.00</b>		<b>\$ 1,000.00</b>		<b>\$ -</b>		<b>\$ 25,000.00</b>	
<b>TOTAL BID</b>				<b>\$ 1,812,830</b>		<b>\$ -</b>		<b>\$ 798,743.06</b>		<b>\$ 1,257,225</b>		<b>\$ 795,257</b>		<b>\$ 1,082,900</b>	

**CONSTRUCTION SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF ANGELS  
AND MOYLE EXCAVATION, INC.**

**Project No. WDP-3**

**Water Meter Replacement Project Phase 1 and Phase 2**

**THIS CONSTRUCTION SERVICES AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF ANGELS, a California municipal corporation (“City”), and **MOYLE EXCAVATION, INC.**, a California corporation (“Contractor”), on this \_\_\_\_ day of January, 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**

City seeks a duly qualified and licensed construction firm experienced in the construction of water distribution improvement projects for the performance of the **Water Meter Replacement Project Phase 1 and Phase 2** (the “Project”).

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

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

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

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

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

F. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on January 20, 2026, at a duly noticed meeting of the City Council of the City of Angels Camp, this

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

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

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

**AGREEMENT**

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

- i. Notice to Bidders, Request for Proposal and Instructions to Bidders and addenda;
- ii. Contractor’s Bid or Proposal accepted by City and related documents and addenda;
- iii. Contract Documents and Technical Specifications of the City of Angels for the Water Meter Replacement Project Phase 1 and Phase 2;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental written agreements or “change orders” amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Angels Camp Standard Specifications and Drawings.

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

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

**3. Scope of Work.**

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

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

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for, and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Water Meter Replacement Project Phase 1 and Phase 2." The equipment, apparatus, facilities, labor, and materials shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent. Contractor is responsible for researching and complying with all local codes, agencies, and jurisdictions that regulate and govern the work. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work. Contractor shall protect existing facilities and personal property.

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

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

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Seven Hundred Ninety-five Thousand Two Hundred Fifty-seven) (\$795,257.00) (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 two-hundred seventy (270) working days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

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

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

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

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

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

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

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

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

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

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to One Thousand Dollars (\$1,000.00) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting

from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

**6. Termination.**

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

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

(c) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Public Works and Payment of Prevailing Wage:**

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

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

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

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

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

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

constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

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

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

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

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

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

**17. Indemnification:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.
- (b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.
- (c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

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

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

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

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

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

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

With courtesy copies to: **White Brenner LLP  
Attn: Douglas L. WhiteCity Attorney  
1607 T Street  
Sacramento, CA 95811**

If to Contractor: **Moyle Excavation, Inc.  
Attn: Josh Moyle, Vice President  
10065B Pulpit Rock Road  
Jamestown, CA 95327**

If to Contractor’s Sureties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**28. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number (WDP-3) on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

**CITY OF ANGELS, a municipal corporation**

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

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

Steve Williams, Interim City Administrator

\_\_\_\_\_  
Print Name

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

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

\_\_\_\_\_

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

For City Attorney

DIR Registration Number:

\_\_\_\_\_

Attach Contractor's Seal Here

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

**EXHIBIT B  
PAYMENT BY FORCE ACCOUNT**

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

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

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

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

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

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

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

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

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

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

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

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

The City Engineer determines rental costs:

- 1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
  
- 2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit 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
- 2. Oil
- 3. Lubrication
- 4. Supplies
- 5. Small tools that are not consumed by use
- 6. Necessary attachments
- 7. Repairs and maintenance
- 8. Depreciation
- 9. Storage
- 10. Insurance
- 11. Incidentals

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

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

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

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

**Equipment Rental Hours**

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

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

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

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

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

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

**EXHIBIT C**  
**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

**EXHIBIT D  
PERFORMANCE BOND**

**EXHIBIT E  
PAYMENT BOND**

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-18**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT FOR THE WATER METER REPLACEMENT PROJECT PHASE 1 AND PHASE 2 (CIP WDP-3) PROJECT WITH MOYLE EXCAVATION, INC., IN THE AMOUNT OF \$795,257 AND AUTHORIZE THE CITY ADMINISTRATOR TO APPROVE SUPPLEMENTAL WORK AND CHANGE ORDERS NOT TO EXCEED \$39,750 (FIVE PERCENT OF THE CONSTRUCTION CONTRACT AMOUNT)**

**WHEREAS**, the City of Angels (“City”) has identified the replacement of residential water meters with automatic meter reading units as a necessary capital improvement to improve operational efficiency and system reliability; and

**WHEREAS**, the Water Meter Replacement Project Phase 1 and Phase 2 (CIP WDP-3) includes the replacement of approximately 1,822 residential water meters throughout the City; and

**WHEREAS**, the City Council authorized the release of construction documents for bidding on December 2, 2025; and

**WHEREAS**, the Project was advertised for public bidding and six (6) bids were received and opened on January 8, 2026; and

**WHEREAS**, after review of the bids received, staff determined that Moyle Excavation, Inc. submitted the lowest responsive and responsible bid in the amount of Seven Hundred Ninety-Five Thousand Two Hundred Fifty-Seven Dollars (\$795,257); and

**WHEREAS**, the total project budget for the Water Meter Replacement Project Phase 1 and Phase 2 was previously established in the amount of \$2,400,000; and

**WHEREAS**, the proposed Construction Services Agreement provides for a construction duration of 270 calendar days from issuance of the Notice to Proceed; and

**WHEREAS**, the Agreement further authorizes the City Administrator to approve supplemental work and change orders not-to-exceed Five Percent (5%) of the construction contract amount, or Thirty-Nine Thousand Seven Hundred Fifty Dollars (\$39,750), to address unforeseen conditions and maintain project continuity; and

**WHEREAS**, execution of the Agreement is consistent with the City’s adopted Capital Improvement Program and complies with applicable provisions of the California Public Contract Code.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby authorize the City Administrator To Execute A Construction Contract For The Water Meter Replacement Project Phase 1 And Phase 2 (Cip Wdp-3) Project With Moyle Excavation, Inc., In The Amount Of \$795,257 And Authorize The City Administrator To Approve Supplemental Work And Change Orders Not To Exceed \$39,750 (Five Percent Of The Construction Contract Amount)

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

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

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**



**CITY HALL**

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

**DATE:** January 20, 2026

**TO:** City Council

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

**RE:** **RESOLUTION 26-19 - AGREEMENT 26-03** – Approving Dewberry Task Order 31 for Water Meter Replacement Project Phase 1 And Phase 2 (Cip Wdp-3) – Construction Management/Inspection/Engineering Services During Construction

**RECOMMENDATION:**

It is recommended that the City Council execute Task Order No. 31 with Dewberry Engineers Inc. (Consultant) for a not to exceed amount of \$222,500 for construction oversight/engineering services during construction for the Water Meter Replacement Project Phase 1 and Phase 2.

**BACKGROUND:**

The City of Angels (City) retained Consultant to prepare plans and specifications for the replacement of 1,822 residential water meters with automatic meter reading units within the City. The City is furnishing the meters, and a Contractor is being retained to provide connection materials and labor for installation. The duration of the construction contract is 270 calendar days.

**DISCUSSION:**

The Project was bid January 8, 2026. The project was awarded to Moyle Excavation for the 270 calendar day Project for a contract amount of \$795,257. The Project is anticipated to commence February 2, 2026. The Contractor is authorized to utilize three construction crews on a daily basis for the Project, and the City does not have adequate staff to provide oversight and inspection for multiple construction crews. Consultant and UNICO, under contract with Consultant, will be augmenting City staff and will provide engineering and field inspection services during construction.

**FISCAL IMPACT:**

Costs for engineering services during construction are \$222,500.

**ATTACHMENT:**

Attachment “A” – Agreement 26-03 – Dewberry Task Order No. 31  
Attachment “B” Resolution 26-19



**TASK ORDER NO. 31  
TO CONTRACT FOR PROFESSIONAL SERVICES WITH  
DEWBERRY ENGINEERS INC.**

**WATER METER REPLACEMENT PROJECT PHASE 1 AND PHASE 2  
CONSTRUCTION MANAGEMENT/INSPECTION/  
ENGINEERING SERVICES DURING CONSTRUCTION  
SCOPE OF SERVICES AND FEE ESTIMATE  
January 2026**

The City of Angels (City) retained Dewberry Engineers Inc. (Consultant) to prepare plans and specifications for the replacement of 1,822 residential water meters with automatic meter reading units within the City. The City is furnishing the meters, and a Contractor is being retained to provide connection materials and labor for installation.

On December 2, 2025, the City Council authorized the release of construction documents for bidding the Water Meter Replacement Project Phase 1 and Phase 2 (Project). The Project was advertised for bidding and five bids were received and opened on January 8, 2026. The Project is scheduled to be awarded to Moyle Excavation (Contractor), for the 270 calendar day Project. The Contractor will be providing the City with all required documents. The Construction Services Agreement will then be executed and a Notice to Proceed (NTP) will be issued. The NTP is anticipated to occur February 2, 2026.

The City has requested assistance from Consultant to provide construction oversight/inspection and engineering services during construction. A scope of services and fee estimate for the desired assistance are summarized below.

**SCOPE OF SERVICES**

The scope of services is divided into the following tasks:

- Task 1 – Construction Oversight and Field Inspection
- Task 2 – Office Engineering

Each is detailed below.

**TASK 1 – CONSTRUCTION OVERSIGHT AND FIELD INSPECTION**

Completion of the Project is anticipated within 270 calendar days. The Contractor is authorized to utilize three construction crews on a daily basis for the Project, and the City does not have adequate staff to provide oversight and inspection for multiple construction crews. Consultant and UNICO will be augmenting City staff and will provide field inspection services during construction (1,000 regular hours are budgeted). Specific activities are detailed below.

**1.1 Field Inspection**

Construction Manager/Inspectors (CM/I) will inspect constructed facilities at key milestones or prior to burial and observe all tests required to be performed by the Contractor as referenced in the Contract Documents. The CM/I will monitor the Contractor’s performance from the perspective of

quality, cost, and schedule and will enforce the requirements of applicable Contract Documents. Weekly inspection reports of the Contractor’s construction activities will be completed and filed to be ultimately transmitted to the City at the end of the Project. Any special situations will be documented by photograph or video, and unacceptable testing and/or defective work will be documented until it is repaired to the CM/P’s satisfaction and quality of work in accordance with the Contract Documents.

Inspection reports will contain the following information:

- The quantity, classification, and summary of activity of each of the Contractor’s employees working on-site
- Materials deliveries
- Discussions with the Contractor
- Quantity, type, and summary of Contractor’s equipment on site, both working and idle
- Weather conditions
- Problems, issues addressed, and changes

Any other information necessary to create a satisfactory record of the week’s activities at the Project site in accordance with standard inspection practice will also be noted.

**1.2 Meetings**

Periodic tailgate meetings/progress meetings will be conducted between CM, Contractor, City, Consultant, and any appropriate agencies related to the Project. CM staff will meet with interested property owners during the periods of construction as needed and document any discussions for inclusion into the Project record. A total of 30 meetings is anticipated for budgeting purposes.

**1.3 Closeout**

After the Project is substantially complete, a walkthrough will be scheduled with the CM team, Contractor, City, Consultant, and any other appropriate parties and a “punch list” will be prepared of incomplete or unsatisfactory items. The punch list will be submitted to the Contractor for completion.

**TASK 2 – OFFICE ENGINEERING**

Consultant will receive Contractor RFIs and shop drawings requiring review and response. Responses for up to ten RFIs are budgeted. Responses for up to five Contractor submittals or resubmittals to assure conformance with contract documents is budgeted. If change orders are necessary, Consultant will develop the appropriate documentation. The Consultant will attend up to 30 construction meetings.

Consultant will prepare and submit a monthly invoice which will include a brief Project status report which will include updates of Project progress; percent of work completed; percent of funds expended, including change orders; and any community relations issues.

Once all work is satisfactorily complete, Consultant will deliver a statement to the City indicating that to the best of their knowledge and belief, after diligent investigation, including satisfaction of its other obligations under the agreement, the Project has been completed in accordance with the Contract Documents and will recommend acceptance.

Consultant will meet with CM to discuss Contractor as-built mark-ups. The Consultant will prepare one set of record drawings and submit the PDF and CAD files to the City Engineer. Submittal of record drawings to the City Consultant is estimated to occur 30 days after construction completion.

**FEE ESTIMATE**

The estimated fee to complete the tasks described above is \$222,500 summarized as follows:

Task 1 – Construction Oversight and Field Inspection	\$195,000
Task 2 – Office Engineering	\$27,500

Dewberry Engineers Inc.

Approved by:



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Dave Richard, P.E.  
Principal Engineer

Steve Williams  
Interim City Administrator

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-19**

**RESOLUTION AUTHORIZING AGREEMENT 26-03 – APPROVING DEWBERRY TASK ORDER 31 FOR WATER METER REPLACEMENT PROJECT PHASE 1 AND PHASE 2 (CIP WDP-3) – CONSTRUCTION MANAGEMENT/INSPECTION/ENGINEERING SERVICES DURING CONSTRUCTION**

**WHEREAS**, the City of Angels (“City”) entered into an Agreement for Professional Consulting Services with Dewberry Engineers Inc. (“Dewberry”), effective July 6, 2022, as subsequently extended on June 20, 2025, to provide professional engineering services on an as-needed basis; and

**WHEREAS**, the City is undertaking the Water Meter Replacement Project Phase 1 and Phase 2 (CIP WDP-3), which consists of replacing approximately 1,822 residential water meters with automatic meter reading units; and

**WHEREAS**, on December 2, 2025, the City Council authorized the release of construction documents for bidding, and on January 8, 2026, bids were received for the Project, with Moyle Excavation identified as the lowest responsive bidder for a 270-calendar-day construction period; and

**WHEREAS**, construction is anticipated to commence on or about February 2, 2026, and the Contractor is authorized to utilize up to three construction crews simultaneously; and

**WHEREAS**, the City does not have sufficient staff resources to provide full-time construction oversight and inspection for multiple concurrent construction crews; and

**WHEREAS**, Dewberry, together with its subconsultant UNICO, has proposed Task Order No. 31 to provide construction management, field inspection, and office engineering services during construction, as detailed in the Task Order Scope of Services; and

**WHEREAS**, Funding for these services is available within the Water Meter Replacement Project budget.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby Authorize Agreement 26-03 – Approving Dewberry Task Order 31 For Water Meter Replacement Project Phase 1 And Phase 2 (Cip Wdp-3) – Construction Management/Inspection/Engineering Services During Construction.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**



**CITY HALL**

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

**DATE:** January 20, 2026  
**TO:** City Council  
**FROM:** Steve Williams, Interim City Administrator  
**RE:** RESOLUTION 26-20 – Agreement 26-04 and 26-05 Approving Amendment 1 and Amendment 2 to Dewberry Task Order 19 - Habitat for Humanity Onsite and Offsite Improvements – Construction Management/Inspection/Engineering Services During Construction

**RECOMMENDATION:**

It is recommended that the City Council execute Amendment 1 and Amendment 2 to Task Order No. 19 with Dewberry Engineers Inc. (Consultant) for not to exceed amounts of \$32,500 and \$68,000, respectively.

**BACKGROUND:**

Amendment 1 to Task Order 19 is for redesign of the sewer pump station electrical systems, instrumentation, and SCADA resulting from Developer requested value engineering changes.

Amendment 2 to Task Order 19 is for extended construction oversight and inspection services. Budgeting for inspection services for the Eureka Oaks subdivision (Project) assumed completion in November 2025. The construction is now anticipated to be completed near the end of March 2026. In addition to extended office engineering and field inspection services during the five month extension, Consultant provides value engineering assistance to the Developer related to modifications of the Project civil plans.

**DISCUSSION:**

Habitat for Humanity (H4H) received approvals from the City of Angels (City) for the construction of the Project. Onsite improvements include underground wet utilities (water, sewer, and storm drain), wastewater pump station, curb/gutter, streets, detention basins, park, and surface improvements. Offsite improvements include waterline improvements along SR 49. Onsite water, sewer, storm drain, curb/gutter, streets, and surface improvements were designed by Land and Structure (Project Civil Engineer). Onsite wastewater pump station and offsite waterline improvements were designed by Consultant. The City has requested assistance from Consultant in construction oversight of the Project including construction management, inspection, and engineering services during construction to confirm construction was completed in accordance with the approved plans. Inspection services is being furnished by UNICO under contract to Consultant.



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**FISCAL IMPACT:**

Costs for completion of the tasks under Amendment 1, Pump Station Redesign of Electrical Systems, is \$32,500.

Costs for completion of the tasks under Amendment 2, Extended Engineering Services during Construction, is \$68,000.

**ATTACHMENT:**

- Attachment “A” – Amendment 1 to Dewberry Task Order 19
- Attachment “B” – Amendment 2 to Dewberry Task Order 19.
- Attachment “C” – Resolution 26-20



**AMENDMENT 1 TO TASK ORDER NO. 19  
CITY OF ANGELS CONTRACT FOR PROFESSIONAL SERVICES DATED 7/6/2022  
HABITAT FOR HUMANITY ONSITE AND OFFSITE IMPROVEMENTS  
PUMP STATION REDESIGN OF ELECTRICAL SYSTEMS  
SCOPE OF SERVICES AND FEE ESTIMATE  
December 2025**

The City of Angels (City) retained Dewberry Engineers Inc. (Consultant) to provide construction period assistance for the Habitat for Humanity (Developer) Eureka Oaks onsite and offsite improvements. This amendment to Task Order 19 is for redesign of the sewer pump station electrical systems resulting from Developer requested value engineering changes. Consultant shall retain the services of EETS, Inc. (EETS), who provided the initial design services for the pump station, for the revised electrical components of the project. The scope of services and fee estimate to provide this assistance is as follows.

**SCOPE OF SERVICES**

Tasks to redesign and provide construction period services for the modified sewer pump station electrical systems are as follows:

1. A redesign of the pump station will require an update of all construction drawings for the pump station. This includes drawings that were previously updated to expedite pricing and procurement for the contractor, but now require revision to reflect the approved equipment and changes resulting from contractor RFIs, as well as sheets that were not previously updated (i.e., cable and conduit schedule, plan drawing, and electrical details). This scope includes coordination with the contractor to accommodate design preferences. This task assumes one iteration of drawing preparation.
2. Consistent with the redesigned project, EETS will review contractor submittals, including but not limited to cable and conduit, pull boxes, electrical testing, sun shield, grounding, and instrumentation. This task assumes 10 submittals or resubmittals.
3. EETS will respond to five RFIs from the contractor.
4. Drawings will be updated upon completion based on contractor mark-ups to incorporate the revised project into the final as-built drawings.
5. Coordination with vendors is necessary to confirm that submitted equipment meets the revised design, as the original specification language is no longer applicable.

**FEE ESTIMATE**

The budget for assistance on this amendment is \$32,250.00.

Dewberry Engineers Inc.



Dave Richard, P.E.  
Principal Engineer

Approved by:

\_\_\_\_\_

Steve Williams  
Interim City Administrator

**AMENDMENT 2 TO TASK ORDER NO. 19  
CITY OF ANGELS CONTRACT FOR PROFESSIONAL SERVICES DATED 7/6/2022  
HABITAT FOR HUMANITY ONSITE AND OFFSITE IMPROVEMENTS  
EXTENDED ENGINEERING SERVICES DURING CONSTRUCTION  
SCOPE OF SERVICES AND FEE ESTIMATE  
January 2026**

The City of Angels (City) retained Dewberry Engineers Inc. (Consultant) to provide construction oversight for the Habitat for Humanity (Developer) Eureka Oaks subdivision onsite and offsite improvements including water, sewer, and storm drain infrastructure; grading; streets, curb, gutter, and sidewalk; fencing; and other surface features. This Amendment 2 to Task Order 19 is for extended construction oversight through subdivision completion and acceptance. The scope of services and fee estimate to provide this assistance is as follows.

**SCOPE OF SERVICES**

Consultant will provide inspection services including documentation of successful testing of constructed infrastructure through subdivision completion. The initial level of effort for oversight and inspection was budgeted assuming subdivision completion in November 2025. Construction, including the sewer pump station, is now anticipated to be completed in March 2026. Assistance under this Amendment includes:

1. Field inspection services by UNICO including the preparation of daily reports, witnessing field tests, developing punch lists, coordinating with City staff for final acceptance, and project closeout activities.
2. Value engineering assistance to the Developer related to design modifications of the approved civil plans for subsequent construction by Moyle Excavation.

**FEE ESTIMATE**

The budget for assistance on this amendment is \$68,000.

Dewberry Engineers Inc.



\_\_\_\_\_  
Dave Richard, P.E.  
Principal Engineer

Approved by:

\_\_\_\_\_  
Steve Williams  
Interim City Administrator

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-20**

**RESOLUTION AUTHORIZING AGREEMENT 26-04 AND 26-05 APPROVING AMENDMENT 1 AND AMENDMENT 2 TO DEWBERRY TASK ORDER 19 - HABITAT FOR HUMANITY ONSITE AND OFFSITE IMPROVEMENTS – CONSTRUCTION MANAGEMENT/INSPECTION/ENGINEERING SERVICES DURING CONSTRUCTION**

**WHEREAS**, the City of Angels (“City”) entered into an Agreement for Professional Consulting Services with Dewberry Engineers Inc. (“Consultant”) effective July 6, 2022, as subsequently extended on June 20, 2025; and

**WHEREAS**, Task Order No. 19 under the Agreement provides for construction management, inspection, and engineering services during construction for the Habitat for Humanity Eureka Oaks onsite and offsite improvements project; and

**WHEREAS**, Habitat for Humanity received City approvals for construction of onsite improvements including water, sewer, storm drain, wastewater pump station, streets, curb and gutter, detention basins, park, and surface improvements, as well as offsite waterline improvements along State Route 49; and

**WHEREAS, Amendment No. 1** to Task Order No. 19 provides for redesign of the sewer pump station electrical systems, instrumentation, and SCADA resulting from developer-requested value engineering changes, including updated construction drawings, review of contractor submittals, responses to RFIs, coordination with vendors, and preparation of record drawings, at a not-to-exceed cost of **\$32,500**; and

**WHEREAS, Amendment No. 2** to Task Order No. 19 provides for extended engineering and inspection services during construction due to project completion extending from the originally anticipated November 2025 date to March 2026, including continued field inspection services by UNICO, project documentation, testing, punch list development, coordination for final acceptance, and value engineering assistance, at a not-to-exceed cost of **\$68,000**; and

**WHEREAS**, the City Council finds that approval of Amendment No. 1 and Amendment No. 2 is necessary and in the best interest of the City to ensure the project is completed in accordance with approved plans, specifications, and applicable standards.; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby Authorizing Agreement 26-04 And 26-05 Approving Amendment 1 and Amendment 2 to Dewberry Task Order 19 - Habitat for Humanity Onsite and Offsite Improvements – Construction Management/Inspection/Engineering Services During Construction

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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





# MEMORANDUM

## City of Angels City Council

**Date:** January 20, 2026

**To:** City of Angels City Council

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

**Re:** PLANNING COMMISSION APPOINTMENT

**Recommendation:**

Review one application and appoint one to the Planning Commissioner.

**Background:**

Staff ran Planning Commissioner recruitment (Calaveras Enterprise, City website) and received one application for City Council review.

The Planning Commission is made up of five (5) City of Angels residents. Commissioners work with the City’s Community Development Department on short and long-range planning projects and special projects as directed by the City Council. Planning Commission meetings and duties are established in and governed by the City of Angels Municipal Code Chapter 17.85 and include:

**17.85.020 Duties.**

*Duties of the planning commission shall be as follows:*

- A. *To develop and maintain a comprehensive, long-term general plan for the physical development of the city of Angels planning area as provided by the California Planning and Zoning Law;*
- B. *To develop such specific plans as may be necessary or desirable;*
- C. *To take action upon or make recommendations to the city council regarding general plan amendments, rezonings, annexations, subdivision or parcel maps, development agreements, conditional use permits, administrative conditional use permits, site development permits, administrative site plan reviews, variances and other related matters referred by the city council;*
- D. *To carry out the duties specified by law; to conduct studies and report on matters referred for action by the city council; and 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.*

Unless appealed, the decision of the Planning Commission is final for conditional use permits, site development permits, and variances. The Planning Commission hears appeals of the Planning Director’s decisions, including appeals of any administrative conditional use permits or site plan reviews. The Commission also makes findings of architectural conformity in the Historical Commercial zoning district (including signs).

The Planning Commission holds the initial public hearing and makes recommendations to the City Council (most commonly) for municipal code amendments, rezonings and general plan amendments.

The Planning Commission meets the second Thursday of every month commencing at 5:00 p.m.

**Discussion:**

Commissioner terms are for three years, unless the Commissioner is appointed by the City Council to fill an unexpired term created by a vacated seat.

Commissioner Daniel Whitford was appointed in June 2024 and resigned after becoming employed by the City. Mr. Whitford’s term expires in June 2027. The candidate filling his position will have to reapply in 2027.

**Financial Impact:**

\$50 stipend for meeting attendance.

**Attachments:**

- 1. Application: Gretel Tiscornia



**CITY OF ANGELS**  
APPLICATION FOR  
PLANNING COMMISSION APPOINTMENT

Name: Gretel Tiscornia

Address: 292 Blair Mine Rd Angels Camp, Ca. 95222

Phone Number: 2094710589 Email Address: Pickledporchcafe@yahoo.co

Years of Residency in Angels Camp? 15 Registered Voter? Yes Yes No       

What experience, knowledge and insight in City Planning and/or Civic Participation can you provide to the Commission?

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I have experience with City Council and I own 2 businesses downtown.

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From a City Planning aspect, what three things do you believe the City is doing well?

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Improving the infrastructure of the waste water, beautification of the city and when finished, the sidewalks.

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From a City Planning aspect, what three areas does the City need to improve on the most?

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Keeping a City administrator, staffing police officers which is hard and being business friendly.

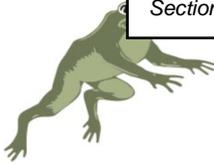
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# CITY OF ANGELS CAMP Planning Commissioner Overview



**Primary Commissioner Responsibilities:**

- Develop and maintain a comprehensive, long-term General Plan for the physical development of the City of Angels planning area as provided by the California Planning and Zone Law;
- Develop such specific plans as may be necessary or desirable;
- Take action upon or make recommendations to the City Council regarding General Plan changes, rezoning, annexations, subdivision tentative maps, development agreements, use permits, variances and other related matters referred by the City Council;
- To carry out the duties specified by law; to conduct studies and report on matters referred for action by the City Council; and generally to assist and advise the City Council and the public in matters pertaining to planning so as to protect and promote public health, safety, comfort, convenience and general welfare.

**Commission Structure:**

The Commission is made up of five (5) residents residing in the City of Angels City Limits and works with the City's Community Development Planning Department, it's Planning Director and staff. When required, additional City staff support is provided by the Fire Marshall, City Engineer, Chief of Police, City Attorney and Public-Works.

**Commissioner Term:**

The Commissioner's term is for three (3) years unless the Commissioner has been appointed by the City Council to fill the remaining term of a vacated seat, A Commissioner may reapply when their term is completed.

**Meeting Schedule:**

The Planning Commission meets the second Thursday of the month at 6:00 PM at the Angels Fire House 1404 Vallecito Road, Angels Camps CA. There may be additional meetings or workshops if required, Commissioners may be asked by the Planning Commission Chair to participate in additional committees defined in the Planning Commission Procedures Section 17,85,040, Committees.

**Commissioner Obligation:**

Members will be required to attend the scheduled meetings, be willing to partake in achieving the Commission goals and requirements, and adhere to the City of Angels Ordinance: Planning Commission Procedures, Chapter 17.85. A Commissioner must be willing to spend anywhere from two to twelve (2 to 12) hours of research and review time before the monthly meeting. Review time is dependent of the number of items on the agenda and the type of application. Missing three (3) consecutive meetings without an acceptable excuse, may be grounds for the Planning Commission to recommend the removal of that member from the Commission. Commissioners must take the Ethics Traning Class, fill out a Statement of Economic Interests.



# MEMORANDUM

## City of Angels City Council

**Date:** January 20, 2026

**To:** City Council Members

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

**RE:** Resolution 26-08 Authorizing a revised Permanent Local Housing Allocation (PLHA) application and approving a REVISED PLHA 5-year Plan

**Recommendation:**

Approve Resolution 26-08 Authorizing a revised Permanent Local Housing Allocation (PLHA) application and approving a REVISED PLHA 5-year Plan.

**Background:**

On September 3, 2024, the City Council authorized staff to pursue PLHA funding. At that meeting, Sierra Hope and Habitat for Humanity asked the city to secure and make available the City’s formula allocation available through California’s Permanent Local Housing Allocation (PLHA) program. The City received an allocation and, through a competitive process, awarded \$240,656 pursuant to Resolution 25-90 on December 2, 20225 to the Eureka Oaks Subdivision for constructing work force housing. To facilitate the release of funding to the Eureka Oaks/Habitat for Humanity Calaveras County, the attached amendments are required.

The current five-year plan makes funds available for the following eligible activities:

- Predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing
- Predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory dwelling units (ADUs)
- Capitalized reserves for services connected to the preservation and creation of new Permanent supportive housing.
- Assisting persons who are experiencing or at-risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing

Under the revised five-year plan, only the following activity will be funded consistent with the Eureka Oaks Subdivision grant awarded by the City Council:

- Predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory dwelling units (ADUs)

**Discussion**

**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 will be able to distribute the already-allocated \$298,855 to assist in home construction at Eureka Oaks. The City will use up to 5% of this allocation for administration.

**Attachments**

Resolution 26-08 with Attachment A – REVISED PLHA Five-Year Plan

Resolution No. 26-08

City of Angels City Council

**AUTHORIZING RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL**

**AUTHORIZING THE REVISED APPLICATION AND ADOPTING THE REVISED 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 hereby consents to, adopts, and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$296 million 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 (SB2)).
- B. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 12/29/2023 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. \$298,855 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 2019-2023 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 for-sale housing projects or units with for-sale housing projects, 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)(6)(A), (B), and (C).
10. (N/A) 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 SB2 Guidelines published by the Department.
12. The City Administrator is authorized to execute the PLHA Program Application, the Mayor is authorized to execute the PLHA Standard Agreement and any subsequent amendments or modifications thereto. The City Administrator is authorized to execute 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 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

ABSTENSIONS:

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, Michelle Gonzalez, does hereby attest and certify that the foregoing Resolution and **Attachment A**, the PLHA Plan, is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Angels 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 full force and effect as of the date hereof.

ATTEST: \_\_\_\_\_  
Michelle Gonzalez, City Clerk  
City of Angels

## 5-YEAR Permanent Local Housing Allocation Plan (Amended)

### **§302(c)(4)(A) Describe the 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 at or below 60 percent 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) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent 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) Provide a description of 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.



**CITY HALL**

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

**DATE:** January 20, 2026

**TO:** City Council

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

**RE:** **RESOLUTION 26-14a** – Affirm Resolution 25-53, Approved on July 15, 2025, Authorizing a Lease Agreement at 2600 South Main Street, Angels Camp, California

**or**

**RESOLUTION 26-14b** – Authorizing Modifications to the Lease Agreement Approved on July 15, 2025, through Resolution 25-53, at 2600 South Main Street, Angels Camp, California.

**RECOMMENDATION:**

Authorize Modifications to the Lease Agreement approved on July 15, 2025, through Resolution 25-53, at 2600 South Main Street, Angels Camp, California.

**BACKGROUND:**

During the May 6, 2025, regular meeting, the City Council approved for staff to begin a Request for Proposal process for the five-year leasing of City-owned property known as the “Spray Field Facility” at 2600 South Main Street.

The City uses the “Spray Field Facility” for disposal of recycled water and wishes to maintain the vegetation and grasses in a state to facilitate the disposal. The City deemed it best to allow another party the right to graze cattle and/or goats on a portion of the “Spray Field Facility” via a Grazing Lease Agreement.

Staff issued and posted a Request for Proposal (RFP) (**Attachment “A”**) in May 2025 for the five-year lease of the City-owned property known as the “Spray Field” Facility. The acceptance of proposals closed on June 20, 2025.

The City received one (1) response to the RFP (**Attachment “B”**): Mr. Jason Brixey and Mrs. Jodie Brixey of JHeart Ranch, who were the previous five-year lessee of the “Spray Field Facility.” In their response to the RFP, Mr. and Mrs. Brixey increased the price of their bid from their current annual lease payment of \$7,500 to \$10,500.

On July 15, 2025, City Council awarded the bid and authorized a Lease Agreement (**Attachment “C”**) per Resolution 25-53.

The agreement has not been executed.

Mr. and Mrs. Brixey approached the City requesting modification to the agreement before it is executed.



**DISCUSSION:**

Mr. and Mrs. Brixey requests City Council consideration of the following four (4) modifications to the Lease Agreement:

- 1. Section 2 – Term.** Change of Effective Date from July 1, 2025, to January 1, 2026.  
Primarily due to the delay in the execution of the agreement, Mr. and Mrs. Brixey requests that the agreement be modified to commence on January 1, 2026, and end on December 31, 2030.

It should be noted that Mr. and Mrs. Brixey were awarded the last five-year Lease Agreement which concluded on June 30, 2025. Although the agreement expired, and the new agreement was not executed, the cattle from the prior agreement have remained on the property with no lapse in possession or use.

Staff is **neutral** on this request.

- 2. Section 2 – Term.** First Right of Refusal for an extension beyond five (5) years.  
Mr. and Mrs. Brixey requests the addition of language to the agreement, which would afford them first right of refusal for an additional five (5) year agreement beyond the current end date.

Staff recommends **denying** this request. Staff prefers not to commit future staff members and City Councils to any language that would limit the options at the conclusion of this agreement.

- 3. Section 4 – Fee.** Reduce the fee from \$10,500 to \$7,500 per year during the term.  
This reason for this request has two primary reasons.

First Mr. and Mrs. Brixey were the only bidders, and their last Lease Agreement was \$7,500 per year during the term.

Second, the RFP indicated “220 acres, mostly dry land, with 66 acres used for treated effluent disposal.” A separate agreement with Pacific Gas and Electric (PG&E) authorizes PG&E to use fifteen (15) of the sixty-six (66) acres, thereby reducing the number of acres used for treated effluent disposal to fifty-one (51). Mr. and Mrs. Brixey refer to these as “Irrigated” acres. PG&E’s use of the area reduces the number of “Irrigated” acres for their cattle to graze.

Staff recommends **approving** this amendment to the agreement.

- 4. Section 5.1 – Use.** Lessee shall remove any dead animals from the Property...  
Mr. and Mrs. Brixey request the option to transport their dead cattle to a location on the property, specified by the City, in lieu of removing dead animals from the property.

Staff recommends **approving** this amendment to the agreement.

The City attorney has reviewed this staff report.

**FISCAL IMPACT:**

Potential loss of revenue if the fee is reduced from \$10,500 to \$7,500 per year.

**ATTACHMENTS:**

Attachment “A” – 2025 Request for Proposal  
Attachment “B” – 2025 Brixey Proposal  
Attachment “C” – Unsigned Agreement approved July 15, 2025





**CITY HALL**

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

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

**Proposals Due: June 20, 2025, 3:00 pm, City Hall 200 Monte Verda, Ste B, Angels Camp. In person or by mail or email [coa@angelscamp.gov](mailto:coa@angelscamp.gov).**

**I. LOCATION**

2600 South Main Street, Angels Camp, California

**II. PROPERTY DESCRIPTION**

Approximately 220 acres, mostly dry land, with:

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

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

**III. RESTRICTIONS AND CONDITIONS**

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

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

#### IV. PARCELS AVAILABLE FOR RENT

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

#### V. SITE VISITS

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

#### VI. SUBMISSION PROCEDURES

Proposals must be:

- Submitted in writing to: City of Angels, 200 Monte Verda, Ste B., Angels Camp, CA 95222 or by mail PO Box 667, Angels Camp, CA 95222 or by email [COA@angelscamp.gov](mailto:COA@angelscamp.gov) or through Public Purchase online.
- Received no later than June 20, 2025, 3:00 pm
- Sealed and clearly marked "Pasture for Rent Proposal"
- Signed by the owner/proposer or an authorized representative

#### VII. PREPARATION OF PROPOSALS

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

#### VIII. EVALUATION AND AWARD

Proposals will be evaluated based on:

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

The City reserves the right to:

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

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

**The City's decision shall be final.**





Jason and Jodie Brixey  
PO Box 250 (mailing)  
Altaville, CA 95221  
209-556-7056

Attn: City of Angels Camp Pasture Rent

To Whom It May Concern:

I first would like to thank the City of Angels Camp for allowing us the use of the spray field property for the past 5 years. The City of Angels Camp and the Chief Plant Operator, Chris O'Flinn has been so great to work with. Our home address is 3255 Whittle Rd, Angels Camp. Our ranch borders the water treatment spray field on the south side, as well as the neighboring 2 properties that we rent from other owners to graze cattle on. We maintain 3 ranches on 3 sides of your property. The location of our home allows fence mending, property protection, and maintaining and fixing irrigation lines very easy. Not to mention the urgency and our ability to fix broken lines on a more routine basis.

**Bid:**

Our proposal is to lease all 11 APN's for the purpose of grazing beef cattle. Starting in July Of 2025, I would like to exercise a 5 yr lease. I plan on increasing the price of our bid from \$7,500 to \$10,500 for both the dry land portion and the 66 acres under sprinkler. I would also like the option to extend the lease once the terms of the agreement have been met.

In the event that our bid either matches or is lower than another we would like the ability to amend our bid. I feel this would be a fare exercise given our track record as good tenants.

We will work closely with the City Chief Plant Operator, to make sure that the irrigation is working properly. All perimeter fencing will be maintained by Jason and Jodie Brixey.

I understand that some of the property will be taken for the City of Angels Camp Police Department as well as PG&E. I have no issue with the sharing of the

property, and I plan on working with both parties to insure there is a healthy working relationship.

Thank you for the opportunity to bid on your property and we look forward to working with the City of Angels Camp again.



Jason Brixey  
J Heart Ranch (physical)  
3255 Whittle Rd,  
Angels Camp, CA 95222

**GRAZING LEASE AGREEMENT**

This **Grazing Lease Agreement** (Agreement) is made and entered into on **July 1, 2025**, by and between the **City of Angels** (City) and **Jason and Jodie Brixey, doing business as JHeart Ranch** (Lessee). City and Lessee may each be referred to as a "Party" or collectively as the "Parties". There are no other parties to this Agreement. This Agreement is entered into with reference to the following facts and intentions:

**RECITALS**

A. The City is the owner of certain real property and improvements (Property) located in the City of Angels, generally described as the assessor parcel numbers in the following table.

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

- B. The City uses the land for disposal of recycled water and desires to maintain the vegetation and grasses in a state to facilitate the disposal.
- C. Lessee is in the business of raising cattle and requires the use of pasture land to graze cattle.
- D. Lessee desires to receive from the City and the City agrees to provide Lessee, the right to graze cattle and goats on a portion of the Property pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, based on the mutual terms, covenants and conditions recited herein and made a material part hereof, the Parties agree as follows:

1. **Grazing Right.** City grants Lessee the right to graze cattle and goats on Property. Other than as expressly provided in this Agreement, Lessee shall not have any other rights with respect to the Property and improvements located on the Property.
2. **Term.** The term of this Agreement shall commence on **July 1, 2025** (Commencement Date) and end on **June 30, 2030** (Termination Date), unless adjusted pursuant to the provisions of this Agreement.
3. **Possession.** City shall be deemed to have delivered possession of the Property to Lessee and Lessee shall be deemed to have taken possession of the Property as of the Commencement Date subject to the terms and conditions of this Agreement.
4. **Fee.** Lessee agrees to pay the City the sum of **Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00)** per year during the Term (Fee), which shall be paid annually in advance throughout the Term of the Agreement. Lessee shall pay the Fee to City at or near the commencement date and on successive anniversaries of the commencement date. In the event the due date falls on a Saturday, Sunday, or holiday observed by City, the Fee shall be due the business day immediately prior.

**5. Use of Property.**

**5.1 Use.** The Property shall be used for grazing cattle and for no other use without the express written consent of the City. The City expressly disclaims any representation or warranty or any liability or damage as to quality or quantity of grass growing on the Property at anytime during the Term. Lessee covenants and agrees to conduct its operations, as allowed by this Agreement, in a good and ranching-like manner according to the industry practices for cattle ranching operations. Lessee shall be responsible for keeping its cattle within the Property and shall promptly return any cattle that leave the Property. The City reserves the right to require Lessee to move or remove the cattle within/from the Property due to overgrazing or if the cattle or goats otherwise cause harm to the Property, as determined in the City's sole discretion. Lessee shall not allow other animals, including horses, on the Property without the prior written consent of the City, (which may be separately negotiated with the City). Lessee shall move any dead animals from the Property within 72 hours upon discovery.

**5.2 Other Facilities.** Lessee shall notify City of its desire to use the property for purposes other than previously discussed and Lessee shall receive City's prior written consent.

**5.3 Compliance of Law.** Lessee shall, at Lessee's sole cost and expense, comply with all applicable local, state and federal statutes, ordinances, rules, regulations, orders and requirements in effect that relate to the use of the Property by Lessee. Lessee shall not use or allow the use of the Property in any manner that would tend to create waste or a nuisance or which would tend to disturb the City's use of the Property.

**5.4 City Operations.** Lessee acknowledges that this Agreement only entitles Lessee to use the Property for grazing. Lessee further acknowledges and understands that the City will be utilizing the Property for other uses, as City deems necessary. Lessee may be required to move cattle from one portion of the Property to another portion of the Property while the City performs work in the Property.

**5.5 Other Restrictions.** Lessee shall not store any equipment, trucks or trailers on the Property without the prior written consent of the City. Lessee shall not use or allow firearms, drugs or alcohol on the Property at any time, the violation of which shall entitle the City to immediately terminate this Agreement without any prior written notice.

**5.6 Certificate of Ownership of Livestock, Grazing Operation.** On or before July 1 of each year, Lessee shall certify in writing on a form designated by the City, that Lessee has not caused an assignment of the Property, is the sole owner of or holds an ownership interest in the livestock or goats grazed on the Property during the prior twelve (12) months, and that Lessee is the sole or majority interest owner/operator of the livestock grazing operation utilizing the Property during the prior 12 months.

**6. Maintenance and Operation/Surrender.**

**6.1 Condition of Property.** Lessee accepts the Property in its present condition, and Lessee agrees that it will, at all times during the Term, keep all improvements, grasses, and weeds located within the Property in good condition, repair, and maintained so that the height of unwanted vegetation is less than 24 inches, reasonable use, wear and damage by fire, act of God, or the elements excepted, at its own expense, and without any expense whatsoever to the City. Lessee further agrees, on the last day of the Term or earlier termination of this Agreement, to surrender the Property in the same condition as when received, reasonable use, wear and damage by fire, act of God or the elements excepted, and to remove all of Lessee's personal property from the Property.

**6.2 Fertilizers and Chemicals.** Lessee shall not apply any fertilizers, herbicides, insecticides or other chemicals on the Property without the City's prior written consent. The application of such fertilizers, herbicides, insecticides, sprays and chemicals, if consented to by the City, shall be applied in accordance with applicable federal, state and local laws, statutes, ordinances and regulations.

**6.3 Toxic or Hazardous Materials.** Lessee shall not cause or permit any hazardous or toxic materials to be brought upon, kept or used in or about the Property by Lessee, its agents, employees, invitees or authorized representatives, without the prior written consent of the City, which consent shall not be unreasonably withheld, so long as Lessee demonstrates to the City's reasonable satisfaction that such toxic materials, and the quantities thereof, are necessary or useful to Lessee's operations and use of the Property and such materials will be used, kept and stored in a manner that complies with all toxic substance laws. Lessee shall, at its sole cost, comply with all federal, state and local laws, statutes, ordinances, codes, regulations and orders relating to receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release and disposal of any toxic or hazardous materials.

**6.4 Irrigation.** A portion of the Property will be irrigated using recycled water.

**7. Right of Entry.** The City and its authorized representatives may enter the Property at any time for the purpose of inspecting the Property and Lessee's use of and operations on the Property. Lessee covenants and agrees that the City may enter the Property at any time to make any necessary repairs to the Property and perform any work desired by the City that does not unreasonably interfere with Lessee's use of the Property or that the City may deem necessary to prevent waste or deterioration in connection with Lessee's use of the Property.

**8. Alterations and Improvements.** Lessee shall not make any alterations or improvements to the Property without the prior written consent of the City. Any alterations or improvements to the Property shall be done in a good and workmanlike manner and diligently prosecuted until completion. Upon termination of this Agreement, such alterations and improvements shall be considered improvements to the Property and shall not be removed by Lessee and will become part of the Property unless the City requests Lessee to remove all or any portion of such improvements, in which case the Lessee shall restore the Property to its former condition, at Lessee's sole cost and expense. Lessee shall pay all costs and expenses of any such alterations or improvements on the Property. Lessee will keep the Property free and clear of all mechanics' liens and other liens on account of such work done for Lessee.

**9. Taxes.** Lessee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations, as well as its trade fixtures and other personal property in, on or upon the Property.

**10. Indemnity and Liability.**

**10.1** To the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents and contractors, from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' fees, paralegal and legal fees and costs, which arise out of, relate to or result from, Lessee's use of the Property or from this Agreement. In the event any action or proceeding is brought against the City, Lessee, upon notice from the City, shall defend the same at Lessee's sole cost and expense by legal counsel approved by the City. Lessee, as a material part of the consideration to the City, assumes all risk of damage to the Property or injury to persons in, upon or about the Property from any cause whatsoever except that which is caused by the failure of the City to observe any of the terms and conditions of this Agreement and such failure has persisted for an unreasonable period of time after written notice of such failure, and Lessee waives all of its claims with respect thereof against the City.

**10.2 Exemption from Liability.** The City shall not be liable for injury to Lessee's business or any loss of income or for damage to the property of Lessee, Lessee's employees, invitees, customers or any other person in or about the Property, nor shall the City be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, explosion, electricity, gas, water, rain, or from any other cause, whether such damage or injury results from conditions arising upon the Property or the Property, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible.

**11. Insurance.**

**11.1 Commercial General Liability Insurance.** The Lessee shall, at its sole cost and expense, maintain in effect at all times during the Term, commercial general liability insurance which shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants or by anyone directly or indirectly employed by the insured. The amount of insurance should not be less than Two Million Dollars (\$2,000,000) combined single limit per occurrence coverage applying to bodily and personal injury and property damage. The commercial general liability insurance coverage shall also include the following provisions and/or endorsements.

a. Cross liability and severability of interest.

b. The insurer shall waive and all transfer rights of recovery (subrogation) it may have against the name and/or additional insureds for claims and/or losses.

**11.2 Business Automobile Liability Insurance.** The Lessee shall, at its sole cost and expense, maintain in effect at all times during the Term, business automobile liability insurance which shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance should not be less than One Million Dollars (\$1,000,000) combined single limit per accident coverage applying to bodily and personal injury and property damage. Coverage shall insure all owned, non-owned and hired automobiles.

**11.3 Endorsements.** The insurance coverages required by this Agreement shall include the following provisions and endorsements:

a. The City of Angels and its elected officials, officers and employees will be a named or an additional insured regarding liability.

b. Written notice shall be given to the City at least thirty (30) days prior to termination, suspension, voiding, cancellation or reduction of coverage in the policy, except that if cancellation is for nonpayment of premiums, written notice shall be given to the City at least ten (10) calendar days prior to cancellation.

c. The insurance shall be primary as with respect to the interest of the named and/or additional insureds, any other insurance maintained by the named and/or additional insureds is excess and not contributing insurance.

d. The insurance, subject to all its other terms and conditions, applies to the liability assumed by the Lessee under this Agreement.

**12. Default.**

**12.1 Definition of Default.** The occurrence of one or more of the following events shall constitute a material default and breach of this Agreement by Lessee:

a. Agreement Fee Default. Failure by Lessee to make, as and when due, any payment of Agreement Fee payable by Lessee where such failure has continued for a period of ten (10) days after written notice from the City to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under section 1161 of the Code of Civil Procedure of California.

b. Abandonment. The abandonment or vacation of the Property by Lessee. Abandonment is defined to include, without limitation, any absence of Lessee from the Property for five (5) days or longer while in default of any provision of this Agreement. Notwithstanding anything to the contrary, so long as Lessee is current with payment of all Agreement Fees and other monetary obligations, there can be no abandonment.

c. **Breach of Contract.** Failure by Lessee to observe or perform any express or implied nonmonetary covenants, promises, agreements or provisions of this Agreement, whether or not observed or performed, where such failure has continued for a period of thirty (30) days after written notice from the City to Lessee specifying the particulars of such failure; provided, however, that such notice shall be in lieu of and not in addition to any notice required under section 1161 of the Code of Civil Procedure.

Section 10, Item 1.

d. **Bankruptcy and Insolvency.** The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee judged bankrupt or a petition for reorganization or arrangements under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located on the Property, or of Lessee's interest in this Agreement, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial procedure substantially all of Lessee's assets located on the Property or of Lessee's interest in this Agreement, where such procedure is not discharged within thirty (30) days.

**12.2 Remedies Upon Default.** If Lessee breaches this Agreement, the City shall have an immediate right of reentry, with or without notice, and the right to take possession of all animals and personal property. The City, at its election, shall become the owner of all animals of which it has so take possession and, except where it elects to proceed under the following paragraph, will be obligated to compensate Lessee for them.

If the City elects to reenter as provided above, or to take possession under legal proceedings or under any notice provided by law: (a) City may terminate this Agreement; (b) City may from time to time, without terminating this Agreement, re-issue the entire or any part of the Property for such terms (which may extend beyond the Term of this Agreement), and at such agreement fee and other conditions as the City in its sole discretion deems advisable. On each subsequent agreement, Lessee shall be immediately liable to pay the City the expenses of the new agreement and any making or alterations or repairs incurred by the City and all other indebtedness, except Fee due under the Agreement; (c) the City, or its agents or assigns, or receiver appointed at its instance may: (i) perform any of these duties under this Agreement and such things as maintaining the Property and growing and managing the cattle located on the Property; (ii) charge the proceeds of the cattle with all reasonable costs of maintenance and husbandry; and (iii) divide the remainder of the proceeds with the Lessee in the same proportion as the cattle would have been divided between the City and Lessee if Lessee had faithfully performed under this Agreement. If the cost exceeds the proceeds from the cattle, Lessee shall be responsible for payment of any such deficiency; or (iv) City may exercise all other rights that are available to it under any federal, state or local law, statute, or regulation if Lessee breaches or defaults any of its obligations under this Agreement.

**13. Holding Over.** If the Lessee has not vacated the premises at the end of the Term, the Lessee will accrue charges in the amount of \$150 per day beginning on the fifth day after the end of the contract term. All other terms and conditions remain the same as specified in this Agreement. City's receipt of any hold over amounts pursuant to this section shall not constitute an extension of the Term nor shall it constitute a waiver of Lessee's wrongful holding over and shall not prejudice any other rights or remedies available to City under this Agreement or applicable provisions of law.

**14. Damage or Destruction.** In the event the Property is damaged by fire, flood or other perils through no fault of Lessee, the Agreement Fee shall be abated in proportion to the area of the Property that Lessee can no longer utilize as contemplated under this Agreement, unless caused in whole or part by Lessee, in which event the Agreement fee shall not be abated. If more than fifty (50) percent of the Property is damaged or destroyed such that Lessee may no longer use it for its intended purposes, Lessee may elect to terminate this Agreement, unless caused in whole or part by Lessee, in which event Lessee shall not have the right to terminate this Agreement.

Other than as provided above in this paragraph, Lessee shall not be entitled to any compensation or damages from the City for loss of use of all or any portion of the Property regardless of the cause.

**15. General Provisions.**

**15.1 Recitals.** The recitals stated at the beginning of this Agreement of any or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the re any, shall be deemed a part of this Agreement. Section 10, Item I.

**15.2 Notices.** All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the Party to whom the notice is directed at the address of such Party as follows:

<b>To: City</b>	City of Angels PO Box 667 584 S. Main Street Angels Camp, CA 95222
<b>To: Lessee</b>	Jason and Jodie Brixey PO Box 250 Altaville, CA 95221

Any communication given by mail shall be deemed delivered two (2) business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either Party may change its address by giving the other Party written notice of its new address.

**15.3 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**15.4 Assignability.** Lessee shall not assign this Agreement, or any rights to it, and shall not sublet the entire or any part of the Property or any right or privilege appurtenant to the Property or permit or transfer interest therein without first obtaining the written consent of the City, which may be withheld by the City in its sole and absolute discretion. Any assignment or subletting without the City's consent shall be void and shall, at the City's option, terminate this agreement. No interest of Lessee in this Agreement shall be assignable by operation law without the City's prior written consent.

**15.5 Waiver.** No waiver by any Party of any of the provisions shall be effective unless explicitly stated in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement, and in any documents delivered or to be delivered pursuant to this Agreement. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**15.6 Severability.** If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

**15.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**15.8 Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California to the extent California Law is applicable to the States, with venue proper only in the County of Calaveras, State of California. Section 10, Item 1.

**15.9 Attorneys' Fees.** If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

**15.10 Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all the terms and conditions of this Agreement.

**15.11 Construction.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party, as each Party had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

**15.12 Several Obligations.** Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

**15.13 Authority.** The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

**15.14 Entire Agreement.** This Agreement contains the entire understanding and Agreement of the Parties, and supersedes all prior agreements and understandings, oral and written, between the Parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral Agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year  
the place first written above.

Section 10, Item 1.

**CITY**

City of Angels

**LESSEE**

Jason and Jodie Brixey / JHeart Ranch

By: \_\_\_\_\_  
Pamela Caronongan, City Administrator

By: \_\_\_\_\_  
Jason Brixey

By: \_\_\_\_\_  
Jodie Brixey

**ATTEST:**

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

**APPROVED AS TO FORM:**



By: \_\_\_\_\_  
For: Douglas White, City Attorney

**RESOLUTION 25-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS TO APPROVE THE AWARD OF A FIVE-YEAR (5-YEAR) GRAZING LEASE AGREEMENT TO JHEART RANCH, WITH AN ANNUAL LEASE PAYMENT OF \$10,500 PER YEAR PAID TO THE CITY FOR LEASE OF THE “SPRAY FIELD FACILITY” FROM FISCAL YEAR (FY) 2025-2026 THROUGH FY 2029-2030**

**WHEREAS**, during the May 6, 2025 regular meeting, the City Council authorized staff to begin a Request for Proposal (RFP) process for the five-year (5-year) leasing of City-owned property known as the “Spray Field Facility”; and

**WHEREAS**, the “Spray Field Facility” that is subject for leasing comprise of the following Assessor Parcel Numbers (APNs):

Assessor Parcel Numbers (APNs)			
64-07-33	64-07-03	64-07-60	64-07-59
64-03-26	64-05-01	64-65-41	64-05-22
64-05-12	64-05-26	64-04-05	

**WHEREAS**, the City uses the “Spray Field Facility” for disposal of recycled water and wishes to maintain the vegetation and grasses in a state to facilitate the disposal. The City deemed it best to allow another party the right to graze cattle and goats on a portion of the “Spray Field Facility” via a Grazing Lease Agreement; and

**WHEREAS**, staff issued and posted an RFP in May 2025, and the acceptance of proposals to lease the “Spray Field Facility” closed on June 20, 2025; and

**WHEREAS**, the City received one (1) response to the RFP – Mr. Jason Brixey and Mrs. Jodie Brixie of JHeart Ranch, with the proposal to lease the Property from the City at \$10,500 per year; and

**WHEREAS**, prior to the RFP, JHeart Ranch was already leasing the Property from the City and wishes to continue the landlord-lessee relationship with the City via the Grazing Lease Agreement; and

**WHEREAS**, the Beginning Term Date of the Grazing Lease Agreement is July 1, 2025; and

**WHEREAS**, the Ending Term Date of the Grazing Lease Agreement is June 30, 2030.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Angels, the City Council approves the awarding of the five-year (5-year) Grazing Lease Agreement to Jason Brixey and Jody Brixey of JHeart Ranch for an annual lease payment of \$10,500 per year paid to the City from Fiscal Year (FY) 2025-2026 to FY 2029-2030; with this Resolution being adopted by the following roll call vote:

**AYES** :  
**NOES** :  
**ABSENT** :  
**ABSTAIN** :

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

**ATTEST:**

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



**HOME OF THE JUMPING FROG**



CITY ADMINISTRATION

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

**DDATE: July 1, 2025**

**TO: City Council**

**FROM: Pam Caronongan, City Administrator**

**RE: ADOPT RESOLUTION NO. 25-53 THEREBY APPROVING THE AWARD OF A FIVE-YEAR (5-YEAR) GRAZING LEASE AGREEMENT TO JHEART RANCH, WITH AN ANNUAL LEASE PAYMENT OF \$10,500 PER YEAR PAID TO THE CITY FROM FISCAL YEAR (FY) 2025-2026 THROUGH FY 2029-2030**

**RECOMMENDATION**

Staff recommends the City Council to:

1. Discuss, consider, and approve the award of a five-year (5-year) Grazing Lease Agreement to Jason Brixey and Jodie Brixey of JHeart Ranch for an annual lease payment of \$10,500 per year paid to the City from Fiscal Year (FY) 2025-2026 to FY 2029-2030; and
2. Adopt **Resolution No. 25-53** memorializing the approval of the award of the above-mentioned Grazing Lease Agreement with a Beginning Term Date of July 1, 2025, an Ending Term Date of June 30, 2030; and
3. Authorize the City Administrator to execute the Grazing Lease Agreement and supporting documentation related to the lease.

**BACKGROUND**

During the May 6, 2025 regular meeting, the City Council approved for staff to begin a Request for Proposal process for the five-year leasing of City-owned property known as the “Spray Field Facility” which comprises of the following Assessor Parcel Numbers (APNs):

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



The City uses the “Spray Field Facility” for disposal of recycled water and wishes to maintain the vegetation and grasses in a state to facilitate the disposal. The City deemed it best to allow another party the right to graze cattle and goats on a portion of the “Spray Field Facility” via a Grazing Lease Agreement.

Staff issued and posted a Request for Proposal in May 2025 for the five-year lease of the City-owned property known as the “Spray Field” Facility. The acceptance of proposals closed on June 20, 2025.

The City received one (1) response to the RFP: Mr. Jason Brixey and Mrs. Jodie Brixey of JHeart Ranch, who were the previous five-year lessee of the “Spray Field Facility.” In their response to the RFP, Mr. and Mrs. Brixey increased the price of their bid from their current annual lease payment of \$7,500 to \$10,500.

**FISCAL IMPACT**

The City will be receiving annual lease payments of \$10,500 per year beginning FY 2025-2026 through 2029-2030, which totals to \$52,500 for the five-year lease period.

In addition, this new Grazing Lease Agreement will provide an additional \$15,000 of rental / lease revenue to the City (\$52,500 – \$37,500 original 5-year lease payment).

**ENVIRONMENTAL CONSIDERATION**

The above-mentioned action is exempt from California Environmental Quality Act (CEQA) review via CEQA Guidelines 15061(b)(3) since said action is not a “project,” and that the activity does not cause a direct change, indirect change, or significant effect on the environment.

**ATTACHMENT**

1. Draft Resolution No. 25-53
2. Draft Grazing Agreement
3. Response to RFP from Jason and Jodie Brixey – JHeart Ranch



**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-14a**

**RESOLUTION AFFIRMING RESOLUTION 25-53, APPROVED ON JULY 15, 2025, AUTHORIZING  
A LEASE AGREEMENT AT 2600 SOUTH MAIN STREET, ANGELS CAMP, CALIFORNIA**

**WHEREAS**, the City Council approved a five-year Lease Agreement at 2600 South Main Street on July 15, 2025; and

**WHEREAS**, the agreement has not been executed; and

**WHEREAS**, the lessees requested modifications to the agreement prior to it being executed; and

**WHEREAS**, the City Council considered and denied those modification requests

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby affirm Resolution 25-53, approved on July 15, 2025, Authorizing a Lease Agreement at 2600 South Main Street, Angels Camp, California.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**

CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-14b

RESOLUTION AUTHORIZING MODIFICATIONS TO THE LEASE AGREEMENT APPROVED ON  
JULY 15, 2025, THROUGH RESOLUTION 25-53, AT 2600 SOUTH MAIN STREET,  
ANGELS CAMP, CALIFORNIA

WHEREAS, the City Council approved a five-year Lease Agreement at 2600 South Main Street on July 15, 2025; and

WHEREAS, the agreement has not been executed; and

WHEREAS, the lessees requested modifications to the agreement prior to it being executed; and

WHEREAS, the City Council considered and approved or denied those modification requests as follows:

1. **Section 2 – Term.** Change of Effective Date from July 1, 2025, to January 1, 2026  
*(Approved or Denied)*
2. **Section 2 – Term.** First Right of Refusal for an extension beyond five (5) years
3. *(Approved or Denied)*
4. **Section 4 – Fee.** Reduce the fee from \$10,500 to \$7,500 per year during the term.  
*(Approved or Denied)*
5. **Section 5.1 – Use.** Lessee shall remove any dead animals from the Property...  
*(Approved or Denied)*

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Angels does hereby Authorize Modifications to the Lease Agreement Approved on July 15, 2025, through Resolution 25-53, at 2600 South Main Street, Angels Camp, California.

PASSED AND ADOPTED this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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



HOME OF THE JUMPING FROG



**CITY HALL**

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

**DATE:** January 20, 2026

**TO:** City Council

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

**RE:** **RESOLUTION 26-16 – Agreement 26-07** - Approving the Transfer of Ownership of Canine Valkyire to Officer Jodi McDearmid for the Amount of One Dollar (\$1.00), Subject to the Execution of a Release of Liability and Transfer Agreement

**RECOMMENDATION:**  
Approve Resolution 26-16

**BACKGROUND:**

Officer Jodi McDearmid has submitted her resignation from the Angels Camp Police Department. As part of her separation, Officer McDearmid has requested to retain custody and ownership of her assigned Police Canine (K-9) upon the K-9's retirement from service.

The Police K-9 is a Belgian Malinois, female, currently nine (9) years old, who entered service with the Angels Camp Police Department in 2019. The K-9 was originally acquired by the City for \$1.00 from the Angels Camp Police K-9 Association.

The K-9 and Officer McDearmid completed their initial and ongoing training through Top Dog K-9 Training in Ripon, California, under the direction of retired Modesto Police Captain Ron Cloward, a California POST-recognized K-9 training expert. The City paid for the initial training and required maintenance training to maintain California POST certification.

The K-9 and handler were certified in Human Tracking, Narcotics Detection, and Patrol Apprehension, making the K-9 a dual-purpose police service animal.

**DISCUSSION:**

Upon Officer McDearmid's separation, the K-9 will be retired from law enforcement service and will not be reassigned for use by State Parks or any other agency. She has agreed to purchase the retired K-9 for \$1.00, consistent with the City's original acquisition cost.

It is common practice for law enforcement agencies to transfer ownership of retired K-9s to their handlers due to the established bond, familiarity, and best interests of the animal. As part of the transfer, Officer McDearmid will assume full responsibility for the K-9's care, medical needs, and liability, and will execute a Release of Liability and Transfer Agreement releasing the City from any future claims or responsibility.



**FISCAL IMPACT:**

There is no fiscal impact to the City. The K-9 will be transferred for a nominal fee of \$1.00, and all future costs associated with care and ownership will be borne by Officer McDearmid..

**ATTACHMENTS:**

Attachment “A” – Release of Liability and Transfer of Ownership Agreement

Attachment “B” – Resolution 26-16



**RELEASE OF LIABILITY AND K-9 TRANSFER AGREEMENT**

This **Release of Liability and K-9 Transfer Agreement** (“Agreement”) is entered into by and between the **City of Angels** (“City”) and **Officer Jodi McDearmid** (“Transferee”).

**1. Transfer of Ownership**

The City hereby transfers all right, title, and interest in a retired Police K-9 Valkyire, described as a Belgian Malinois, female, nine (9) years old, to Officer Jodi McDearmid for the consideration of one dollar (\$1.00), receipt of which is hereby acknowledged.

**2. Condition of K-9**

Officer McDearmid acknowledges that the K-9 is being transferred “as-is” and “with all faults,” and that the City makes no warranties, express or implied, regarding the K-9’s health, temperament, or future behavior.

**3. Assumption of Responsibility**

Upon transfer, Officer McDearmid assumes full responsibility for the care, control, medical treatment, and maintenance of the K-9, including all liabilities associated with ownership of a retired K-9.

**4. Release and Indemnification**

Officer McDearmid releases, waives, discharges, and covenants not to sue the City of Angels Camp, its officers, employees, and agents from any and all claims, demands, actions, or causes of action arising out of or related to the ownership, care, or conduct of the K-9 after the date of transfer.

Officer McDearmid agrees to indemnify and hold harmless the City from any liability, damages, or costs, including attorney’s fees, arising from the K-9 after transfer of ownership.

**5. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the transfer of the K-9 and supersedes all prior discussions or agreements.

**6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates set forth below.

**CITY OF ANGELS**

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

Interim City Administrator

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

**OFFICER JODI MCDEARMID**

Signature: \_\_\_\_\_

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

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-16**

**RESOLUTION AUTHORIZING AGREEMENT 26-07 FOR THE TRANSFER OF OWNERSHIP OF CANINE VALKYIRE TO OFFICER JODI MCDEARMID FOR THE AMOUNT OF ONE DOLLAR (\$1.00), SUBJECT TO THE EXECUTION OF A RELEASE OF LIABILITY AND TRANSFER AGREEMENT**

**WHEREAS**, Officer Jodi McDearmid has submitted her resignation from the Angels Camp Police Department; and

**WHEREAS**, Officer McDearmid was the assigned handler of a Police K-9, a Belgian Malinois, female, nine (9) years old, who entered service in 2019; and

**WHEREAS**, the City of Angels acquired the Police K-9 for the nominal amount of one dollar (\$1.00) from the Angels Camp Police K-9 Association; and

**WHEREAS**, the City paid for the K-9’s initial and maintenance training to maintain California POST certification, including certifications in Human Tracking, Narcotics Detection, and Patrol Apprehension; and

**WHEREAS**, the Police K-9 is being retired from law enforcement service and will not be reassigned to another agency; and

**WHEREAS**, Officer McDearmid has requested to purchase and retain the retired K-9 and has agreed to assume all responsibility and liability associated with ownership; and

**WHEREAS**, it is in the best interest of the City and the retired K-9 to transfer ownership to Officer McDearmid

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby Approve the Transfer of Ownership of Canine Valkyire to Officer Jodi McDearmid for the Amount of One Dollar (\$1.00), Subject to the Execution of a Release of Liability and Transfer Agreement.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**



**CITY HALL**

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

**DATE:** January 20, 2026  
**TO:** City Council  
**FROM:** Steve Williams, Interim City Administrator  
**RE:** RESOLUTION 26-21 – Agreement 26-06 - Approving Amendment #1 to the Employment Agreement with Interim Chief of Police Joel Broumas

**RECOMMENDATION:**

Approve Resolution 26-21 – Agreement 26-06. Approve Amendment #1 to the Employment Agreement with Interim Chief of Police Joel Broumas.

**BACKGROUND:**

On January 6, 2026, the City Council approved Resolution No. 26-04, authorizing the appointment of Joel Broumas as Interim Chief of Police pending recruitment of a permanent Police Chief. An Employment Agreement was subsequently executed with an effective date of January 6, 2026.

Following execution of the Agreement, the City received correspondence from the California Commission on Peace Officer Standards and Training (POST) dated December 30, 2025, advising that Mr. Broumas’ request for exemption from the POST requalification requirement was denied due to a break in service exceeding three years. As a result, Mr. Broumas’ POST certificate remains inactive unless and until a POST-certified requalification course is completed.

On January 8, 2026, staff contacted the Executive Director of the Commission on Peace Officer Standards and Training (POST) by telephone to seek clarification. The POST Executive Director advised that while he would not recertify Mr. Broumas to POST peace officer standards, he directed staff to California Penal Code section 832.3(a), which permits the appointment of an individual to the position of Chief of Police without reactivating peace officer authority under POST standards.

**DISCUSSION:**

The City of Angels requires the services of an experienced police executive to provide administrative leadership and oversight of the Police Department during the recruitment and selection process for a permanent Chief of Police. The position to be filled during this interim period is administrative in nature and does not necessarily include enforcement responsibilities or the exercise of active peace officer authority.

Under California Penal Code section 832.3(a), a police chief appointed after January 1, 1999, may serve in that capacity provided required POST training is completed within two (2) years of appointment. Additionally, where an individual is not exercising peace officer powers, the position may be structured as an administrative appointment.



Amendment #1 clarifies that:

- The Interim Chief of Police will provide administrative and executive oversight of the Police Department.
- The Interim Chief will not exercise peace officer powers (including arrest authority, service of warrants, or carrying a concealed firearm without a permit) while POST certification remains inactive.
- If the interim appointment extends beyond six (6) months, the Interim Chief will be required to complete the POST requalification course.
- Section 6 of the Agreement is amended to allow mileage reimbursement or use of the City fuel pump in lieu of assignment of a City vehicle.

All other terms and conditions of the original Employment Agreement remain unchanged.

This amendment ensures the City remains compliant with POST regulations and state law while maintaining continuity of leadership within the Police Department during the recruitment process.

The Amendment has been prepared by the City Attorney.

**FISCAL IMPACT:**

There is no additional fiscal impact associated with approval of Amendment #1. Compensation and benefits remain unchanged from the original Employment Agreement.

**ATTACHMENT:**

1. Amendment #1 to the Employment Agreement – Interim Chief of Police
2. Resolution 26-21



**AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT  
INTERIM CHIEF OF POLICE**

**THIS AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT** (“Amendment”) is made and entered into by and between the City of Angels, a California municipal corporation (“City”) and Joel Broumas, an individual (“Employee”). City and Employee may individually be referred to herein as “Party” or collectively as “Parties.” There are no other parties to this Amendment.

**RECITALS**

**WHEREAS**, on January 6, 2026, the City Council approved Resolution 26-04 authorizing the temporary, limited-term appointment of Employee as the Interim Chief of Police.

**WHEREAS**, the City Council appointed the Employee as Interim Police Chief pending a recruitment for a permanent employee to fill the position and given the current staffing challenges within the Police Department.

**WHEREAS**, on January 7, 2026, the Interim City Administrator was notified that the California Commission on Peace Officer Standards and Training (“POST”) denied reactivating Employee’s POST Certification, because Employee had been retired for over three years.

**WHEREAS**, the Penal Code and California regulations require that after a three-year break in service from a peace officer position an individual must complete a requalification course of one hundred and sixty (160) hours to exercise peace officer powers. Peace officer powers include but are not limited to exercising the powers of arrest, serving warrants and carrying concealed weapons without a permit.

**WHEREAS**, Penal Code section 832.3(a), provides that a police chief appointed after January 1, 1999, may be appointed to the position as long as the individual completes the POST training within two (2) years of appointment and the current Interim Appointment is expected to last no more than six (6) months, therefore Employee may serve as the Interim Police Chief without reactivating his POST certificate.

**WHEREAS**, the Interim Police Chief will provide administrative oversight over the Police Department and will not exercise other peace officer powers, therefore he can remain employed as the Interim Police Chief pending the recruitment and eventual hiring of a permanent Police Chief while his POST certificate remains inactive.

**WHEREAS**, however in the event the Employee remains in the Interim position longer than six (6) months, he will be required to complete the POST requalification course.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, City and Employee amend the agreement as follows:

**Section 3.3 is amended as follows:**

**Section 3. Appointment of Interim Chief of Police, Duties, and Term.**

**3.3. Duties.** Employee shall serve as Interim Chief of Police under the terms of this Agreement and Amendment #1 and shall be vested with the powers, duties, and responsibilities set forth in City Chief of Police Job Description, the City Ordinances, Personnel Policy, Rules, and Regulations (as may be amended from time to time) and under applicable California law, except that Employee will not exercise peace officer powers while his POST certificate remains inactive. Only upon reactivating his POST certificate will Employee be able to exercise police powers. Employee shall further perform the functions and duties specified under the laws of the State of California, the Municipal Code, the then current ordinances and resolutions of the City, and such other duties and functions as the City Council or City Administrator may from time-to-time assign. In the event the Employee remains in the Interim position longer than six (6) months, he will be required to complete the POST requalification course.

**Section 6 is amended as follows:**

**Section 6. Vehicle and Equipment.**

City will -reimburse Employee at the standard mileage rate for personal use of his vehicle for official duties or Employee may use the City gas pump to refuel his personal vehicle when performing work within the course and scope of employment.

The City will also provide Employee with one Class “B” uniform and two Class “C” uniforms, all gear and equipment necessary for Employee to perform his duties, as determined by City. Such equipment is provided solely for official business and remains the property of the City

All other terms and conditions of the original Agreement remain in full force and effect to the extent they are not inconsistent with this Amendment #1.

**IN WITNESS THEREOF**, this Amendment #1 to the Agreement has been entered into by and between City and Employee as of January 20, 2026.

*Signatures on the following page.*

**CITY:**

City of Angels Camp, a California  
Municipal Corporation

**EMPLOYEE:**

Joel Broumas

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

\_\_\_\_\_  
Joel Broumas  
Interim Chief of Police

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

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

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

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

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 26-21**

**RESOLUTION APPROVING AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT WITH  
INTERIM CHIEF OF POLICE JOEL BROUMAS**

**WHEREAS**, on January 6, 2026, the City Council approved Resolution No. 26-04 authorizing the appointment of Joel Broumas as Interim Chief of Police; and

**WHEREAS**, the City and Mr. Broumas entered into an Employment Agreement effective January 6, 2026; and

**WHEREAS**, The California Commission on Peace Officer Standards and Training (POST) denied reactivation of Mr. Broumas’ POST certification due to a break in service exceeding three years; and

**WHEREAS**, California Penal Code section 832.3(a) allows a police chief appointed after January 1, 1999, to serve provided required POST training is completed within two years of appointment; and

**WHEREAS**, the City Council desires to clarify the duties, limitations, and operational structure of the Interim Chief of Police position to ensure compliance with state law and POST regulations; and

**WHEREAS**, Amendment #1 to the Employment Agreement modifies Sections 3.3 and 6 of the Agreement to clarify that the Interim Chief of Police will not exercise peace officer powers while POST certification remains inactive and revises vehicle use provisions; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby Approve Amendment #1 to the Employment Agreement with Interim Chief of Police Joel Broumas.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caroline Schirato, Mayor

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



**HOME OF THE JUMPING FROG**



# January

# 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 HOLIDAY	2	3
4	5	6 CITY COUNCIL MEETING	7	8	9	10
11	12	13	14 COG TAC IRWMA	15	16	17
18	19 HOLIDAY	20 CITY COUNCIL MEETING	21 <u>CPPA</u> LEAGUE OF CITIES CONFERENCE	22 LEAGUE OF CITIES CONFERENCE	23 LEAGUE OF CITIES CONFERENCE	24
25	26 <u>LAFCO</u>	27 <u>UWPA</u>	28	29	30	31

## ASSIGNMENTS

<p><b>CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT (CSEDD):</b> R: SCOTT A: BROGLIO</p> <p><b>CALAVERAS COUNCIL OF GOVERNMENTS (COG):</b> R: BEHIEL &amp; CHIMENTE A: BROGLIO</p> <p><b>CALAVERAS PUBLIC POWER AGENCY (CPPA):</b> R: CHIMENTE A: BROGLIO</p> <p><b>LOCAL AGENCY FORMATION COMMISSION (LAFCO):</b> R: BEHIEL &amp; SCOTT A: CHIMENTE</p> <p><b>SOLID WASTE TASK FORCE:</b> R: BROGLIO A: CHIMENTE</p> <p><b>UTICA WATER &amp; POWER AUTHORITY (UWPA):</b> R: BROGLIO &amp; SCHIRATO A: CHIMENTE</p>
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<p>COG Technical Advisory Committee (COG TAC) City Engineer / City Administrator</p> <p>Integrated Regional Water Management (IRWMA) City Planner / City Administrator</p>
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# February

# 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 CITY COUNCIL MEETING	4 <u>COG</u>	5	6	7
8	9	10	11 COG TAC IRWMA	12 PLANNING COMMITTEE	13	14
15	16 HOLIDAY	17 CITY COUNCIL MEETING	18	19 <u>CSEDD</u>	20	21
22	23	24 <u>UWPA</u>	25	26	27	28

## ASSIGNMENTS

<p><b>CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT (CSEDD):</b> R: SCOTT A: BROGLIO</p> <p><b>CALAVERAS COUNCIL OF GOVERNMENTS (COG):</b> R: BEHIEL &amp; CHIMENTE A: BROGLIO</p> <p><b>CALAVERAS PUBLIC POWER AGENCY (CPPA):</b> R: CHIMENTE A: BROGLIO</p> <p><b>LOCAL AGENCY FORMATION COMMISSION (LAFCO):</b> R: BEHIEL &amp; SCOTT A: CHIMENTE</p> <p><b>SOLID WASTE TASK FORCE:</b> R: BROGLIO A: CHIMENTE</p> <p><b>UTICA WATER &amp; POWER AUTHORITY (UWPA):</b> R: BROGLIO &amp; SCHIRATO A: CHIMENTE</p>
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<p>COG Technical Advisory Committee (COG TAC) City Engineer / City Administrator</p> <p>Integrated Regional Water Management (IRWMA) City Planner / City Administrator</p>
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