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

CITY OF ANGELS
CITY COUNCIL AGENDA
November 2, 2021

THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT https://meet.google.com/bfn-ezik-fue AND VIA TELECONFERENCE BY CALLING +1 630-634-5291 (PIN: 858 431 338#) AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

Mayor	Alvin Broglio	**Vice Mayor**	Jennifer Davis-Herndon
Council Members	Gretel Tiscornia, Isabel Moncada, Caroline Schirato		

City Administrator Melissa Eads **City Attorney** Doug White

5:00 p.m. 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. THREAT TO PUBLIC SERVICES OR FACILITIES (Gov. Code Section 54957)
      Consultation with: Douglas L. White, City Attorney
   B. Conference with Labor Negotiators (Gov't Code Section 54957.6)
      Agency Designated Representative: Melissa Eads, City Administrator and Douglas L. White, Attorney
      Employee Organization: City of Angels Employee's Association (Miscellaneous), City of Angels Firefighters Association, Angels Police Officers Association, City of Angels Employee's Association (Exempt)
   C. SURPLUS PROPERTY – City Hall (Property Negotiation)
   D. Conference with Legal Counsel – Initiation of Litigation (Gov. Code Section 54956.9 (d)(4))

6:00 p.m. REGULAR MEETING

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **REPORT OUT OF CLOSED SESSION**
   A. THREAT TO PUBLIC SERVICES OR FACILITIES (Gov. Code Section 54957)
      Consultation with: Douglas L. White, City Attorney
   B. Conference with Labor Negotiators (Gov't Code Section 54957.6)
      Agency Designated Representative: Melissa Eads, City Administrator and Douglas L. White, Attorney
      Employee Organization: City of Angels Employee's Association (Miscellaneous), City of Angels Firefighters Association, Angels Police Officers Association, City of Angels Employee's Association (Exempt)

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

C. SURPLUS PROPERTY – City Hall (Property Negotiation)
D. Conference with Legal Counsel – Initiation of Litigation (Gov. Code Section 54956.9 (d)(4))

4. **APPROVAL OF THE AGENDA**

5. **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.

6. **CONSENT AGENDA**
A. APPROVAL OF OCTOBER 19, 2021 DRAFT MINUTES
B. Approval of Resolution No. 21-44, Adopting the Labor Agreements Between the City of Angels and the Police Officers Association for a Term of Three (3) Years- Melissa Eads, City Administrator
C. Approval of Resolution No. 21-50, Adopting the Labor Agreements Between the City of Angels and the Miscellaneous Bargaining Unit for a Term of Three (3) Years- Melissa Eads, City Administrator
D. Approval Resolution No. 21-46, Adopting the Contract Extension with Interwest Consulting Services for a Period of Three (3) Months Expiring March 31, 2022, with Direction to Issue a Request for Proposals for Consideration of a Contract Building Official and Inspection Services with an Additional Task for Code Enforcement Services- Melissa Eads, City Administrator.
E. Authorization to Execute the Letter of Engagement with Citygate and Associates for Completion of Strategic Planning and Reevaluation of the City Financial and Organizational Assessment Completed in 2018 with Direction to Execute a Professional Services Agreement in an Amount Not to Exceed $60,000. - Melissa Eads, City Administrator.

7. **REGULAR AGENDA**
A. Approval of Resolution No. 21-37, The City of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories, Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan, and Recommended Greenhouse Gas Emission Reduction Thresholds for the City of Angels in Compliance with State Law- Amy Augustine, Planning Director.

I. Receive Staff Report
II. Open Public Hearing
III. Receive Public Comment
IV. Close Public Hearing

B. Approval of Resolution No. 21-47, Amending the General Plan to Incorporate, by Reference, the Adopted Calaveras County Multi-Jurisdictional Hazard Mitigation Plan into the General Plan Safety Element. The Document is Available on the City's Website www.angelscamp.gov- Amy Augustine, Planning Director

I. Receive Staff Report
II. Open Public Hearing
III. Receive Public Comment
IV. Close Public Hearing

C. Approval of the Reallocation of Capital Improvement Funds within Fiscal Year 2021-2022 Budget for the Murphys Grade Road Water Line Replacement- Dave Richards, City Engineer.

D. Approval of the Reallocation of Capital Improvement Funds within the Fiscal Year 2021-2022 Budget for Road Rehabilitation- Jennifer Maxwell, City Engineer.
E. Approval of the City of Angels Speed Survey with Direction to Adopt Proposed Speed Limit Changes as Identified- Rebecca Neilon, City Engineer.
F. Approval of Resolution No. 21-48, Amending the General Plan Land Use Tables 1-5 (General Plan and Zoning Consistency), and 1-9 (Density, Intensity and Design Standards), and Associated Test for Consistency with Angels Municipal Code- Amy Augustine, Planning Director

I. Receive Staff Report
II. Open Public Hearing
III. Receive Public Comment
IV. Close Public Hearing

G. Introduce and waive the 1st Reading, hold a public hearing, and set November 16, 2021 for the 2nd meeting; Ordinance No. 515 Updating Angels Municipal Code Chapters 17.09 (Definitions) and 17.61 (Accessory Dwelling Units), for Compliance with State Law – Amy Augustine, Planning Director

I. Receive Staff Report
II. Open Public Hearing
III. Receive Public Comment
IV. Close Public Hearing

8. **COUNCIL REPORTS**

9. **CONSOLIDATED REPORTS**

10. **ADJOURNMENT**

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

City of Angels Council Meeting

NOVEMBER 2, 2021 **CONSENT AGENDA - A**

APPROVAL OF OCTOBER 19, 2021 DRAFT MINUTES

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

DRAFT MINUTES OF THE MEETING OF, CITY OF ANGELS, CITY COUNCIL
Tuesday, October 19, 2021

THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT https://meet.google.com/bfn-ezik-fue AND VIA TELECONFERENCE BY CALLING +1 630-634-5291 (PIN: 858 431 338#) AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

Mayor	Alvin Broglio **- PRESENT**
Vice Mayor	Jennifer Davis-Herndon **- PRESENT**
Council Members	Gretel Tiscornia, Isabel Moncada, Caroline Schirato **- PRESENT**

City Administrator Melissa Eads **City Attorney** Doug White

5:00 P.M. CLOSED SESSION

1. ROLL CALL **– (NOTED ABOVE)**

2. PUBLIC COMMENT **- NONE**

3. ADJOURN TO CLOSED SESSION
   A. SURPLUS PROPERTY– City Hall (Property Negotiation) Amy Augustine, Planning Director
   B. THREAT TO PUBLIC SERVICES OR FACILITIES (Gov. Code Section 54957), Consultation with Doug L White, City Attorney
   C. Conference with Labor Negotiators (Gov't Code Section 54957.6)
      Agency Designated Representative: Melissa Eads, City Administrator and Douglas L. White, Attorney
      Employee Organization: City of Angels Employee's Association (Miscellaneous), City of Angels Firefighters Association, Angels Police Officers Association, City of Angels Employee's Association (Exempt)
   D. Conference with Legal Counsel – Initiation of Litigation (Gov. Code section 54956.9 (d)(4)) One (1) Potential Case

6:00 P.M. REGULAR MEETING

1. ROLL CALL **– (NOTED ABOVE)**
2. PLEDGE OF ALLEGIANCE
3. REPORT OUT OF CLOSED SESSION
   A. SURPLUS PROPERTY– City Hall (Property Negotiation) Amy Augustine, Planning Director
   B. THREAT TO PUBLIC SERVICES OR FACILITIES (Gov. Code Section 54957), Consultation with Doug L White, City Attorney
   C. Conference with Labor Negotiators (Gov't Code Section 54957.6)
      Agency Designated Representative: Melissa Eads, City Administrator and Douglas L. White, Attorney
      Employee Organization: City of Angels Employee's Association (Miscellaneous), City of Angels Firefighters Association, Angels Police Officers Association, City of Angels Employee's Association (Exempt)

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

D. Conference with Legal Counsel – Initiation of Litigation (Gov. Code section 54956.9 (d)(4)) One (1) Potential Case
CONTINUE AFTER THE REGULAR MEETING

CITY CLERK MENTIONED ITEMS THAT WERE MISSED ON THE AGENDA:
PUBLIC COMMENT, THERE WERE NONE
APPROVAL OF THE AGENDA, ACTION: MOTION TO APPROVE THE AGENDA BY VICE MAYOR HERNDON, SECOND BY COUNCIL MEMBER MONCADA, AND PASSED 5 -0

4. CONSENT AGENDA
   A. APPROVAL OF OCTOBER 5, 2021 DRAFT MINUTES
   B. Approval of a FY 2021/2022 Fire Department Budget Adjustment from the Balance of the Unrestricted General Fund in the Amount of $13,000 for Surveying Services and $13,750 for Geotechnical Engineering Study for Planning and Design of Future Fire Station at 200 Monte Verda St, Payable to Calpo Hom and Dong Architects – John Rohrabaugh, Fire Chief
   C. Approval of a Contract Award with John Allen Construction Inc. with a Not to Exceed Amount of $19,224 for Sidewalk Repairs in the Historic Downtown District as Approved in the FY 2021/2022 Adopted Budget- Melissa Raggio, Director Administrative Services
   D. Approval of Task Order No. 11 Between the City of Angels and Dewberry Drake Haglan with a Not to Exceed Amount of $15,000 to Conduct Outreach for the Greenhorn Creek Landscape and Lighting District (LLD) Necessary to Facilitate a Proposition 218 Hearing as Approved in the Fiscal Year 2020/2021 Adopted Budget – Rebecca Neilon, City Engineer
   E. Approval of the Application for Fee Waiver for Conditional Use Permit 698 Easy Street (Middleton Swimming Pool), in the Amount of $2,036.67 – Amy Augustine, Planning Director
   F. Approval of Resolution No. 21-42, Application for Rural Recreation and Tourism Program Grant Funds in the Amount of $3 Million to Fund Utica Park Improvements and Construction of New Facilities – Amy Augustine, Planning Director
   ITEMS PULLED – B AND C
   ACTION: MOTION TO APPROVE ITEMS A, D, E, AND F ON THE AGENDA BY VICE MAYOR HERNDON, SECOND BY MAYOR BROGLIO, AND PASSED 5-0
   DISCUSSION ITEM B, NO PUBLIC COMMENT, MOTION TO APPROVE BY COUNCIL MEMBER SCHIRATO, SECOND BY MAYOR BROGLIO, AND PASSED 5-0
   DISCUSSION ITEM C, NO PUBLIC COMMENT, ITEM WAS PULLED COMPLETELY TO BE BROUGHT TO ANOTHER MEETING

5. REGULAR AGENDA
   A. Presentation of the Fiscal Year 2020/2021 Year End Financial Report Presented by Terry Shea with Rodgers, Anderson, Malody & Scott LLP
   DISCUSSION ON FISCAL YEAR 2020/2021, COUNCIL ASKED VARIOUS BUDGET QUESTIONS, NO PUBLIC COMMENT
   B. Discussion of the Calaveras County Redistricting Boundaries with Direction to Submit a Letter of Support for a City Preferred Alternative – Amy Augustine
   DISCUSSION ON REDISTRICTING WITH COUNCIL, COUNCIL APPOINTED AMY AUGUSTING TO REPRESENT THE CITY

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

C. Approval of Resolution No. 21-45 Proclaiming a Local Emergency and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Angels Camp, Pursuant to Assembly Bill 361 and the Ralph M. brown Act. – Melissa Eads, City Administrator
DISCUSSION, PUBLIC COMMENT FROM TRINA REGARDING ACCOMIDATIONS, STAFF TO WORK OUT DETAILS.
ACTION: MOTION TO APPROVE BY COUNCIL MEMBER MONCADA, SECOND BY COUNCIL MEMBER SCHIRATO, AND PASSED 5-0

6. COUNCIL REPORTS – **ALL COUNCIL PROVIDED THEIR REPORTS**

7. CORRESPONDENTS

   A. MidAmerica Administrative & Retirement Solutions. Inc. Health Reimbursement Arrangement
   B. Bret Harte Thank you
   NO ACTION, NO COMMENTS ON THE CORRESPONDENTS

8. CALENDAR **– CLERK PROVIDED THE CALENDAR VIA EMAIL, STAFF DISCUSSED THE DECEMBER 21 COUNCIL MEETING AND IT WAS DECIDED TO CANCEL THE MEETING**

9. ADJOURNMENT – **BACK TO CLOSED SESSION, REPORT OUT OF CLOSED SESSION, DIRECTION GIVEN TO STAFF. COUNCIL MEMBER MONCADA LEFT THE MEETING AT 8:00PM. MOTION TO ADJOURN THE MEETING AT 8:31PM BY VICE MAYOR HERNDON, SECOND BY MAYOR BROGLIO**

_____ _____

Alvin Broglio, Mayor **Rose Beristianos, City Clerk**

City of Angels Council Meeting

NOVEMBER 2, 2021 **CONSENT AGENDA - B**

Approval of Resolution No. 21-44, Adopting the Labor Agreements Between the City of Angels and the Police Officers Association for a Term of Three (3) Years- Melissa Eads, City Administrator

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

DATE: November 2, 2021

TO: City Council

FROM: Melissa Eads, City Administrator

RE: **APPROVE RESOLUTION NO. 21-44. A RESOLUTION APPROVING THE 2021 MOU NEGOTIATION BETWEEN ANGELS CAMP POLICE OFFICERS ASSOCIATION AND THE CITY OF ANGELS**

RECOMMENDATION

Staff recommends adoption of Resolution No. 21-44 approving a Memorandum of Understanding Between the City and Angels Camp Police Officer's Association (CAPOA) for a three-year period beginning July 1, 2021 and continuing until June 30, 2024

BACKGROUND

Having met and conferred in good faith with the City of Angels Camp Police Officer's Association (CAPOA) and discussions centering on wages healthcare benefits and other various important items, an agreement has been reached.

FINANCIAL IMPACT

Moving employees to market year one (1) fiscal impact would be $41,514.66 which includes anticipated Overtime, Call Out Time, Holiday Payout, Leave Payout and CalPERs Health Ins. Three (3) year impact is $127,544

ATTACHMENTS

Memorandum of Understanding
Resolution 21-44

MEMORANDUM

OF

UNDERSTANDING

Between

City of Angels

And

Angels Camp Police Officers Association

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

SECTION	TITLE	PAGE
Article I	Recognition	3
Article II	No Discrimination	3
Article III	Authorized Representatives	3
Article IV	Hours of Work	5
Article V	Overtime	5
Article VI	Leaves	6
Article VII	Additional Pays	10
Article VIII	Corporal Designation	12
Article IX	Uniforms	12
Article X	Salary	13
Article XI	Benefits & Insurance Plans	16
Article XII	Retirement	18
Article XIII	Grievance Procedure	18
Article XIV	Disciplinary Action	19
Article XV	Management Rights/ Responsibilities	22
Article XVI	Association Responsibility	22
Article XVII	Scope of Agreement	23
Article XVIII	Separability	23
Article XIX	Term of Agreement	23

MEMORANDUM OF UNDERSTANDING

CITY OF ANGELS CAMP POLICE OFFICERS ASSOCIATION

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by the CITY OF ANGELS, hereafter referred to as CITY, and the Angels Camp Police Officers Association, hereinafter referred to as ASSOCIATION; and has its purpose the promotion of harmonious labor relations between the CITY and the ASSOCIATION; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I – RECOGNITION

CITY recognizes ASSOCIATION as the recognized representative for the purpose of meeting and conferring on matters within the scope of representation for all full-time employees in the classification of Police Sergeant, Corporal, and Police Officer.

ARTICLE II – NO DISCRIMINATION

SECTION 2.01: EMPLOYMENT

The City and Association agree that there shall be no unlawful discrimination against, and/or harassment of employees or job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, or breastfeeding) gender, gender identity, gender expression, sexual orientation, age (40 or over), religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law. The term "employee" shall mean all workers covered by this Agreement.

SECTION 2.02: ASSOCIATION AFFILIATION

CITY and ASSOCIATION agree to protect the rights of all employees to exercise their free choice to join, or refrain from joining, ASSOCIATION.

SECTION 2.03: ASSOCIATION RESPONSIBILITIES

ASSOCIATION recognizes its responsibilities as representative for the purpose of their meeting and conferring and agrees to represent all probationary and regular full-time employees in the unit without discrimination, interference, restraint or coercion.

SECTION 2.04 PERSONNEL POLICY RULES

ASSOCIATION recognizes and agrees that the CITY's Personnel Policy Rules and Regulations, as may be amended from time to time after meeting and conferring with the ASSOCIATION, and/or the policies of the Angels Camp Police Department shall apply to employees covered by this Agreement, to the extent that they are not in conflict with any provision herein.

ARTICLE III – AUTHORIZED REPRESENTATIVES

SECTION 3.01: AUTHORIZED REPRESENTATIVES

For the purpose of administering the terms and provisions of the various ordinances, resolutions, rules, and regulations adopted with this Memorandum of Understanding, CITY'S principal authorized agent

shall be the City Council or other duly authorized representative, except where a particular management representative is otherwise designated; ASSOCIATION'S principal authorized agent shall be the president, and/or employee or affiliated representative designated by a majority of other employees.

SECTION 3.02: ATTENDANCE AT MEETING BY EMPLOYEES

When requested by the CITY, persons who are representatives of the ASSOCIATION shall be given reasonable time off with pay to attend meetings with CITY representatives. The use of official time for this purpose shall be reasonable and shall not interfere with the performances of CITY services as determined by the CITY. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two persons. Such employee/association representatives shall submit a request for excused absence to the Police Chief, in a manner satisfactory to the Police Chief, at least two working days prior to the scheduled meeting, whenever possible.

SECTION 3.03: USE OF CITY FACILITIES

The ASSOCIATION shall be allowed by the CITY to use bulletin boards for communications having to do with official association business, such as times and places of meetings, etc. In addition, employees will be allowed to use CITY facilities for meetings of the ASSOCIATION. Solicitation for membership or other internal association business shall be conducted during off-duty hours of all employees concerned. Prearrangement for contact must be made with the Police Chief if conducted during the duty period of the employees, and sufficient reason why this cannot be done during off-duty hours.

SECTION 3.04: PAYMENT OF ASSOCIATION DUES

A. Payment of dues shall be by payroll deduction. Upon receipt of written certification by the ASSOCIATION that an employee has signed a deduction authorization, the CITY will deduct the appropriate dues or fees from the employee's pay, as established and will remit such dues or fees to the ASSOCIATION. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following CITY's receipt of the written certification of authorization, provided that the written authorization is provided to the CITY before 5:00 p.m. the Friday before the end of the pay period. Should a dispute arise about the existence or terms of any employee's authorization to deduct dues or fees, the ASSOCIATION will provide a copy of the individual authorization at issue to the CITY.

B. If an employee requests to cancel or change the deduction, the request must be directed to the ASSOCIATION and not to the CITY. Deductions will continue unless the ASSOCIATION provides the CITY written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the ASSOCIATION that the employee has revoked or modified the deduction authorization for dues or fees as long as the written authorization is provided before 5:00 p.m. the Friday before the end of the pay period. Neither the CITY nor the ASSOCIATION will discriminate against any unit member because of the exercise of their statutory rights.

C. In accordance with Government Code section 1157.12, ASSOCIATION agrees to hold the CITY harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the CITY for or on account of any deduction made from the wages of such employees pursuant to this section.

ARTICLE IV – HOURS OF WORK

SECTION 4.01: WORK WEEK DEFINED
The normal workdays will be either a twelve (12) hour period, or other scheduled workdays approved by the Chief of Police. The department has adopted the thirteen, twenty-eight day work period under the FAIR LABOR STANDARDS ACT (FLSA). The work period is not related to the pay period.

SECTION 4.02: SHIFT
A shift cannot exceed 16 hours without a full eight-hour break except under extreme emergency conditions.

SECTION 4.03: SCHEDULES
Employees shall work a basic schedule prepared by the Police Chief, or the Chief's designee, and posted on the department bulletin board and/or electronically. The schedule will, at a minimum cover the work period of twenty-eight days. Each officer will be assigned a shift for a period of no less than three months, or more than six months. Subject to Section 4.06, selection of shifts shall initially be by seniority within classifications, and in such a manner as to provide for the maximum rotation of shifts among all personnel. Any rotation of shift changing will also generally be done by seniority within classifications. In addition, where appropriate, the on-call duty officer shall be identified.

SECTION 4.04: MEAL PERIODS
All sworn employees shall normally be allowed a meal period not to exceed 60 minutes, which shall generally be scheduled in the middle of the work shift. Meal periods are considered as fully compensated hours worked, and employees may be required to respond and perform duties, as and if necessary.

SECTION 4.05: REST PERIODS
Employees shall be granted a reasonable rest period or "coffee break", which should be limited to 15 minutes during each four hours of regular work. Rest periods should not coincide with meals, or be within one hour of beginning or finishing the workday. Rest periods not taken are waived and do not accrue. Rest periods will be scheduled by the senior officer on duty.

SECTION 4.06: MODIFICATION OF SCHEDULES
Within the basic categories of workday, work week, work period, work shift, rest period, and meal period, the Police Chief shall have the discretion to modify schedules to best meet the needs of the CITY. When changes are necessitated by special events or emergency conditions, the Police Chief shall give employees as much advance notice as is reasonably possible under the circumstances.

ARTICLE V – OVERTIME

SECTIONS 5.01: OVERTIME

A. Definition – Overtime is defined as assigned and authorized time worked beyond the established norm of 84 hours in a work period of fourteen (14) days.

B. When to Use Overtime – No overtime shall be worked except in case of an emergency/special event/special assignment as directed by the Chief of Police. Exception: Police report writing may be completed after the end of the regularly scheduled shift only if that officer has been

unable to complete the report during the shift and only if that officer will be off the two days immediately following.

C. Authorized for Overtime – All overtime must be authorized by the Police Chief or his designated representative (Sgt/Supervisor). If prior authorization is not possible because of emergency conditions, a confirming authorization will be sought as soon as possible.

D. Computation of Compensatory Time Off (CTO) – For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday, vacation, sick leave, or other authorized compensatory time off (CTO) shall be considered as time worked by the employee.

E. Overtime Rate – Except as otherwise provided in the MOU, compensation for assigned and authorized overtime work for all members of the unit shall be at a rate equivalent to one and one half times the straight hourly rate.

F. Frequency of O.T. Pay – Overtime will normally be paid on the paycheck encompassing the pay period in which overtime was earned.

SECTION 5.02: COURT TIME

Court time is defined as that time during which any member of the unit is subpoenaed to appear in court, at any time other than such time when the member is on a regular work shift. Any member who reports to court shall receive a minimum of three hours at the one and one half rate (CTO) or three hours minimum at the one and one half rate (paid).

SECTION 5.03: COMPENSATORY TIME OFF (CTO)

CTO accrual will be capped at 84 hours annually and accrued at the rate of time and one half. The City may cash out CTO at straight time amount at the end of each fiscal year as funds are available.

ARTICLE VI – LEAVES

SECTION 6.01: HOLIDAY

A. HOLIDAYS – Employee authorized holidays are as follows:

HOLIDAY	DAY/DATE
1. New Year's Day	January 1
2. Martin Luther King	3rd Monday in January
3. Washington's Birthday	3rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	1st Monday in September
7. Columbus Day	2nd Monday in October
8. Veterans Days	November 11
9. Thanksgiving	Fourth Thursday in November
10. Day after Thanksgiving	Friday following Thanksgiving day
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. Floating Day	(In Lieu of Election Day)
14. Juneteenth	June 19

B. Holidays Falling on Saturday or Sunday – When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday. If a holiday falls within an employee's vacation leave, that day shall be deemed a holiday and not a vacation day.

C. Thanksgiving and Christmas – Members of this unit shall receive 1.5 times his/her hourly rate for all hours worked, whenever he/she works the hours between 12 midnight the night before Thanksgiving or Christmas Day and 12 midnight Thanksgiving or Christmas Day. This will be in addition to the Holiday Pay.

D. Holiday Pay – Members of this unit are entitled to 14 paid holidays. Members of this unit shall receive a lump sum for holidays twice a year, on the 30th of November and the 30th of June. Such payments will be a check separate from the employee's normal paycheck.

SECTION 6.02: VACATION

Accrual- All full-time employees shall be entitled to annual vacation leave with pay according to the number of years of continuous employment, based on the following scale. Accrual in the first year starts at day one of employment until completion of each year, and so on.

A. First through Fifth Years of Continuous Employment

In the first through completion of the fifth year of continuous employment, eligible employees accrue vacation at rate which results in a total of 84 hours of paid vacation per year. The accrual rate is 84 hours / 26 pay periods at 3.23 hours per paycheck. An employee with less than one year of service may take vacation for time earned at the time of the request.

B. Sixth through Tenth Years of Continuous Employment

In the sixth through tenth years of continuous employment, eligible employees accrue vacation at a rate which results in a total of 126 hours of paid vacation per year. The accrual rate is 126 hours / 26 pay periods at 4.85 hours per paycheck.

C. Eleven Years and Beyond of Continuous Employment-

In the 11th year of continuous employment, eight additional paid vacation hours are accrued in each additional year of continuous employment until a maximum of 166 hours is reached at 15 years as set forth in the following chart:

11 years	134 hours
12 years	142 hours
13 years	150 hours
14 years	158 hours
15 years and beyond	166 hours

Employees should request to schedule vacation days as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

Vacation accrues to and will be capped at a maximum of 1.5 % of the employee's annual accrual. Once that maximum amount is reached, no further vacation will accrue until some vacation time is used to reduce the employee's balance below the maximum annual accrual. Employees who have accruals in excess of the applicable cap as of the effective date of this Agreement, will continue to accrue vacation for one year from the effective date of this Agreement in order to allow the employee time to use vacation and reduce their accrual below the applicable cap. If the employee's accrual is not reduced below the applicable cap with the one-year period, the employee will cease to accrue additional vacation at that time until such time as their accrued vacation time falls below the maximum cap. Employees are responsible to keep track of accrued vacation time.

C. In Lieu Pay-In the event an employee has made at least three written requests for vacation during a fiscal year (July 1 to June 30) and has been turned down due to specific needs of the CITY, the employee may request and receive pay in lieu of vacation time requested, which will be deducted from the employee's vacation bank. Employees must present documentation of the denied requests to the Administrative Services Officer in order to receive in lieu pay under this section.

D. The CITY may, in its discretion, schedule vacation time for employees in accord with its business needs, or to buy back unused accrued vacation time in December at the end of each calendar year during the period this MOU is in effect. Additionally, employees may request to cash out up to forty (40) hours of accrued vacation time each calendar year. Such requests will be granted provided, in the CITY Administrator's sole discretion, CITY's business needs and financial abilities allow. It is the intent of the CITY that employees use vacation time for its intended purpose. Should the CITY Administrator determine a cash out request will not be granted, a written notice explaining the need to deny the request shall be provided to the ASSOCIATION within seven calendar days of the decision.

SECTION 6.03: SICK LEAVE

A. Eligibility- Employees with accumulated sick leave may be granted sick leave for the following:

1. Preventative care, illness or physical incapacity of the employee;

2. Enforcement quarantine of the employee in accordance with community health regulations;

3. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act;

4. Medical, vision and dental office appointments which cannot be scheduled at other than work hours;

5. For diagnosis, care or treatment of a medical condition or preventative treatment for an employee's family member in accordance with California Paid Sick Leave laws; or

6. To obtain relief or services related to bring a victim of domestic violence, sexual assault or stalking in accordance with California Paid Sick Leave laws.

B. Accrual and Use of Sick Leave - Sick leave pay shall be calculated using the effective pay period. All regular employees shall be granted 8.45 hours of accrued sick leave for each full month of service, which results in 101.4 hours per year of paid sick leave. Employees are not eligible to draw on this sick leave until they have completed ninety (90) days of service for the CITY.

C. Doctors Certificate-After 3 days off, employees will be required to file a physician's certificate with the Police Chief stating the cause of the absence, and that the employee is fit to work prior to returning to duty.

D. Cap on Accrual/Unused Sick Leave- Unused sick leave shall be accumulated from year to year. Employees who are employed as of the effective date of the Agreement may accrue sick leave to a maximum of six months' pay. Based upon the current pay period, a total of 1,064 hours may be accumulated for compensation.

E. Retirement Service Credit-An employee retiring under the City's PERS contract may apply all of the employee's accrued and unused sick leave at the time of retirement as service credits under PERS.

F. Family Care Sick Leave -– Employees may use ½ of their accumulated sick leave to attend to illnesses in the immediate family in accordance with California Kin Care Laws.

SECTION 6.04: BEREAVEMENT LEAVE

A. Benefit – Members of this unit shall be authorized to take a maximum of three (3) days within California and five days (5) out of state to attend to the death of a member of the immediate family. The immediate family includes mother, father, loco parentis, siblings, spouse (mother/father/siblings of spouse) or children.

B. Additional Leave Application – Additional consideration may be given to special cases as determined by the Police Chief. CTO/Vacation time may be approved in conjunction with bereavement leave if it does not unduly disrupt the department schedule.

SECTION 6.05: LEAVES OF ABSENCES

Leaves of absence will be administered in accordance with state and federal law and CITY policies as set forth in the Personnel Policy Rules and Regulations, as may be amended from time to time.

A. Leave Without Pay – A regular employee may request from the Police Chief a leave of absence "without pay" up to maximum of one year for the following reasons:

1. Prolonged illness.

2. To attend school or college, or to enter training to improve the quality of service.

3. Jury/Witness Duty. Time off for jury/witness duty will be granted as required by law and in accordance with City policy. In such cases, the employee shall be paid their regular salary. Any jury/witness fees the employee may receive from the Court shall be remitted to the CITY, except pay for travel and meals.

B. Military Leave – Military leave will be granted in accordance with State and Federal Law.

C. Notification of Absence – An employee who is absent from duty for any reason shall report the reason thereof to his supervisor or the Police Chief within 24 hours, unless prevented from doing so, as prescribed in the department rules and regulations.

D. Absence Without Leave (AWOL) – All unauthorized and unreported absences shall be considered as absence without leave and deduction of pay shall be made for each period of such absence. Voluntary absence without leave for three (3) consecutive days shall be considered as an automatic resignation from CITY service.

ARTICLE VII – ADDITIONAL PAYS

SECTION 7.01: STAND-BY PAY

A. Definition – When the Police Chief or his/her designee determines that there is a strong possibility that additional resources may be needed to address a potential threat to the safety of the community, he/she may place all or part of the off-duty personnel on Standby. When placed on Standby, personnel will remain ready for duty and able to respond back to the CITY, arriving within the CITY limits within one hour.

B. Compensation – An employee assigned to standby duty shall receive two hours pay at straight time for each standby assignment.

SECTION 7.02: ON-CALL PAY

A. Definition – On call status applies to Police Officers or Police Officers II who are assigned to the Detective Bureau and are placed On-Call to remain available to respond back to the City to address activities related to the Detective Bureau. Additionally, On-Call status applied to Sergeants who are off-duty but remain available to respond to administrative inquiries from on-duty personnel in the absence of on-duty Sergeant.

B. Detective – On call pay of 10.00 per day shall be provided for detective on duty.

C. Sergeants – Effective July 1, 2008, On Call pay of $36.00 per day shall be provided for the Sergeant assigned to be On-Call by the Police Chief. If the Sergeant is required to respond back to the City for any reason, the four-hour minimum Emergency Call-Out pay shall apply. Any activity other than a response back to the City shall be considered to be covered under the On-Call compensation. The Police Chief shall provide a monthly schedule identifying the individual who is On-Call each day.

SECTION 7.03: CALL BACK PAY

That time when a member is called back to the department in order to complete a report or duty which is required because of another agency's needs. Such time is payable at the regular overtime rate with no minimum, for the actual hours worked, however, this will only be required when the correction or duty cannot reasonably wait for the next regular duty shift.

SECTION 7.04: LONGEVITY PAY

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

SECTION 7.05: ASSIGNMENT PAY

A. Field Training Officer (FTO) – Employee will receive 2.5% special assignment FTO pay while actually training new officers, or reserve officers at the direction of the Police Chief. The City will provide at no cost to the officer regular POST required FTO training updates.

B. Detective Special Assignment Pay – Employee will receive 2.5% special assignment investigative pay while actually performing special investigation duties at the direction of the Police Chief.

C. Special Assignment Pay Cap – Collectively there is a 5% cap for the total aggregate of all special assignment pay. The five percent (5%) cap will be calculated as an equivalency with respect to Assignment Pay for Field Training Officer.

SECTION 7.06: CANINE OFFICER

The parties agree that seven (7) hours per pay period is hereby recognized as the amount of time required for kennel care (feeding and grooming) of police canines. The CITY agrees to reimburse the Canine Officer for seven hours per pay period at the rate of one and one-half times the officer's hourly rate for kennel care.

SECTION 7.07: BILINGUAL PAY

Employees who are proficient in languages designated by the CITY may be eligible for bilingual pay. Employees who have passed a CITY approved bilingual proficiency test in a designated language may be designated as eligible for Bilingual pay by their Department Head. Upon approval by the CITY Administrator, the employee shall receive a monthly stipend in the amount of fifty dollars ($50.00) per month. Employees must regularly use their bilingual skills in the course and scope of their employment to remain eligible for bilingual pay.

SECTION 7.08: NIGHT-TIME SHIFT DIFFERENTIAL

Effective the first full pay period following October 1, 2008, members who work a majority of their regularly assigned shift between the hours of 6:00 p.m. and 6:00 a.m., shall receive a nighttime shift differential of 2.5% times their base hourly rate for all hours worked in the shift.

SECTION 7.09: SERGEANT MANAGERIAL DUTIES

Any Sergeant assigned to managerial duties will receive a two- and one-half percent (2.5%) pay increase while performing those duties.

SECTION 7.10: CELL PHONE REIMBURSEMENT

CITY shall issue Cell Phones to the Sergeant and Detective. In addition, the CITY shall provide a bank of cell phones available for patrol.

SECTION 7.11:

To the extent, in the City Administrator's sole discretion, business needs and financial resources permit, the following shall be the minimum staffing level:

Four (4) patrol officers and two (2) sergeants.

The City Administrator shall give the Association written notice setting forth the reasons for any staffing reduction below the minimum level at least seven calendar days prior to the effective date of the reduction.

ARTICLE VIII – CORPORAL DESIGNATION

SECTION 8.01: MINIMUM SERVICE REQUIREMENTS

A. P.O.S.T. Intermediate Certified – Five years as a law enforcement officer as defined by Penal Code 830.1, not on probation, with a P.O.S.T. Intermediate Certificate or

B. Non P.O.S.T. Intermediate Certified – Five years as a law enforcement officer as defined by Penal Code 830.1 with the City of Angels Police Department. Hours worked Full Time Equivalent (FTE) as a Reserve Police Officer with the City of Angels, as defined by 830.6, shall be counted towards meeting the five-year requirement.

SECTION 8.02: REVIEW PANEL

A Review panel consisting of one Corporal and two Sergeants shall review application and interview applicant and make a recommendation to the Police Chief or his/her designee for promotion to Corporal. In the event that no Corporal is available to review applications and interview applicants for recommendation to the Chief of Police a third Sergeant shall be used. Sergeants may be selected from outside agencies to assist to review applications and interview applicants.

SECTION 8.03: P.O.S.T. INTERMEDIATE CERTIFICATE PAY

The classification of Corporal shall be eligible to receive the P.O.S.T. Intermediate Certificate incentive pay.

SECTION 8.04: SALARY STEP UPON DESIGNATION AS CORPORAL

Upon being designated as Corporal, the member shall be placed at a step in the Corporal salary schedule that ensures no loss of his/her salary and incentive compensation at time of certification. The officer's anniversary date shall not be affected by this added designation.

SECTION 8.05: MINIMUM AND CONTINUING PERFORMANCE REQUIREMENTS

The Department Policy and Procedures Manual will set forth minimum performance requirement for designation as Corporal, which correspond to the former Police Officer II classification.

ARTICLE IX – UNIFORMS

SECTION 9.01: UNIFORM ALLOWANCE

Full time Police Officers are entitled to Uniform Allowance of $1000 per year. Members of this unit shall receive a lump sum for uniforms twice a year on the 30th of November and the 30th of June. Payments shall be prorated, starting the first full month after beginning FTE. The Uniform Allowance shall be taxed as required by law; however, employees may submit valid receipts for uniform purchases prior to the allowance being paid to eliminate taxation of this benefit. If receipts are submitted and the amount is provided as a reimbursement to the employee, PERS pension contributions will not be calculated on the reimbursement amount. Uniforms and/or safety equipment destroyed or damaged beyond reasonable use while on duty and in line of duty shall be replaced by the CITY at CITY expense.

SECTION 9.02: SAFETY EQUIPMENT

The CITY shall provide safety equipment as specified in Government Code section 50081:

1. Issued firearm

2. Leather triple threat holster

3. Leather duty belts, including Sam Brown

4. Leather ammunition pouch

5. Expandable baton and leather pouch

6. Handcuffs – 2 pair and leather pouch

7. Raincoat

8. Flashlight

9. Utility Jacket

10. Protective Vest

11. OC spray and pouch

12. Four belt keepers

13. Initial issue two uniforms; pants and shirts long or short sleeved

ARTICLE X - SALARY

SECTION 10.01: COMPENSATION SCHEDULE

A. Pay Plan – The CITY and the ASSOCIATION agree that the pay plan for classifications shall be as reflected in Appendix A to this MOU.

B. Authentication – This appendix will be separately dated/signed. The pay scale shown in Appendix A is hereby incorporated in and made part of its Memorandum of Understanding.

C. Payment of Salaries and Wages – Payment of salaries and wages for all bargaining unit employees will be paid on a fourteen (14) days basis. This will be a total of 26 paychecks per year. Overtime and other pay will be paid on paycheck encompassing the pay period in which the overtime and other pay was earned.

D. Compensation Study-The CITY agrees to conduct a comprehensive compensation study prior to expiration of the term of this MOU in preparation for negotiations in 2024.

E. Essential Employee Bonus- In recognition of bargaining unit employees' service to the CITY and its citizens during the challenges presented by the public health pandemic, the CITY will provide a one-time bonus in the amount of $2,500.00 to employees who have been continuously employed by the CITY less than five (5) years as of the date this Agreement takes effect. The CITY shall provide a one-time bonus of $5,000.00 to employees who have been continuously employed by the CITY for five (5) or more years as of the date this Agreement takes effect. The bonus shall be payable the first full pay period following ratification and approval of the MOU.

F**.** COVID-19 Vaccine Bonus-The CITY shall provide a one-time bonus in the amount of $500.00 to all employees who have been fully vaccinated against COVID-19. Employees who have received a COVID-19 booster vaccination will receive an additional one-time bonus in the amount of $500.00. The bonuses shall be contingent on: 1) ratification and approval of this MOU and 2) documentation that the vaccination(s) have been received being presented to the Administrative Services Officer. Vaccine bonuses shall be payable the first full pay period after ratification and approval have occurred and documentation has been presented.

SECTION 10.02: BEGINNING SALARIES

Except as otherwise herein provided, the entrance salary for a new employee shall be minimum salary for the class to which he/she is appointed. Experience and training may be considered in the salary schedule. In any event, such salary may not be more the maximum salary for the class to which employee is appointed.

SECTION 10.03: MERIT INCREASES

A. First Increase – After the completion of twelve (12) months of full-time satisfactory service; maintaining a "Satisfactory" overall rating on the yearly evaluation and upon the recommendation from the Police Chief, the employee may be advanced to the next step in the salary range for his/her classification.

B. Unsatisfactory Service – It shall be the responsibility of the Police Chief to report service that is less than satisfactory to the City Administrator.

C. Documentary Records – Documentary records and/or appraisal reports must be maintained and discussed with the employees at least once every year, and more often if considered desirable by the CITY.

D. Advancement – After the completion of twelve (12) months of full-time satisfactory service in any step of the appropriate salary range, the employee may be advanced to the next step of that salary range, upon the recommendation of the Police Chief. Designation as a Corporal II shall not impact the timing of advancement from one step to another. If, in the opinion of the Police Chief, the employee does not warrant a step increase, the Police Chief shall advise the CITY in writing one month prior to the effective date of the step advance that the employee has not achieved the level of performance required. The Police Chief shall be specific as to why a salary increase should be withheld and shall be documented in the employee's yearly evaluation.

E. Salary anniversary Date – Each employee shall be considered for salary step increases annually, according to that employee's anniversary date, or his/her revised salary anniversary date, until the top step has been reached. Designation as a Corporal shall not result in the changing of an Officer's anniversary date. Salary increases, if awarded, will be paid the next completed pay cycle following the anniversary date. Changes in the employee's salary because of promotion or demotion or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee. Salary range adjustments for a classification will not set a revised salary anniversary date.

SECTION 10.04: SENIORITY

Seniority among non-exempt employees shall be measured from such employee's initial appointment to full time CITY service, by rank, but shall not include any period during which such employee was on

leave without pay except for military service. Any employee who is re-employed after terminated voluntary or discharged by the CITY, or demoted or voluntarily, accepting lower rank, shall lose his seniority and his seniority shall then be measured from the date of his or her most recent appointment.

SECTION 10.05: PROBATIONARY PERIOD

The probationary period for newly hired Police Officers shall be one year.

SECTION 10.06: LAYOFFS

The City Council may lay off any employee, by seniority from lowest rank, pursuant to this section whenever it becomes necessary because of lack of funds or whenever it is deemed advisable in the interest of economy to reduce. Such reductions must be based upon economy reductions.

SECTION 10.07: SEVERANCE PAY

Final payroll checks issued as a result of resignation or layoff from CITY employment will be paid no later than the next regularly scheduled payday. If terminated for cause, accrued wages shall be paid no later than the next regular working day.

SECTION 10.08: CERTIFICATES, LICENSES & EDUCATION

A. Certificates and licenses – CITY shall pay tuition and books subject to prior approval by the Police Chief.

B. Tuition, Books & Materials – CITY shall reimburse employee's expense for tuition, books and materials upon demonstration of the satisfactory completion of the course for approved courses relating to their respective jobs. Approval must be granted in writing prior to the Total employee enrolling in the course. The approval shall be the City Administrator his/her designee.

Employees who obtain degrees, licenses, certifications, permits and/or successfully complete continuing education courses in their related field may be entitled to an incentive compensation to be added to their base salary. No incentive pay will be provided for employees who complete work that is required or can reasonability be construed as being required to fulfill the requirements of their position. At no time will the maximum allowable incentive compensation exceed 10%, Due to the broad range of credentials available relative to the many categories of employment the City Administrator shall use his/her discretion with input from the Police Chief to determine the appropriate incentive compensation. Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Request shall include a curriculum or description of studies or scope of testing. Employees already possessing such credential shall submit in writing their request in the same manner as above. Incentive pay guidelines are as follows:

General guidelines:

60 units or equivalent or an A.A. degree = 2%

120 units or equivalent or B.S. degree = 3%

180 units or equivalent or Masters 4%

Professional Credentials = 5% (such as but not limited to FBI academy, SLI)

International or National Certification = .5 to 4%

State Certification = .5 to 2% (such as but not limited to EMT)

Certification, Permit or License = .5 to 1%

POST Intermediate 3.5% (Police Officer only)

POST Advanced 3.5% (cumulative with other P.O.S.T. cert)

POST Supervisory 2.5 (cumulative with other P.O.S.T. cert)

POST Management 1% (cumulative with other P.O.S.T. cert)

All percentages are accumulative and capped at 10%

ARTICLE XI - BENEFITS AND INSURANCE PLANS

SECTION 11.01: MEDICAL INSURANCE
Medical care and prescription drug benefits shall be provided to CITY employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).

For all active and retired employees enrolled in a CalPERS PEMHCA Medical Plan the CITY shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The CITY will pay the required adjusted amount.

The CITY shall, contribute to employee health care coverage the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee, as follows:

Employee only: Total monthly premium for the lowest premium available PERS plan.

Employee plus one: Total monthly premium for the lowest premium available PERS plan for Employee only, plus 75% of the additional monthly premium for one dependent.

Family: Total monthly premium for the lowest premium available PERS plan for Employee only, plus 75% of the additional monthly premium for a family.

SECTION 11.02: EMPLOYEE PLAN OPTION
An employee may choose a different eligible PERS health care plan, however, the employee will be responsible for any additional premium cost above the maximum paid by the CITY for the corresponding tier of the PERS Select Plan.

SECTION 11.03: ALTERNATIVE INSURANCE
Employees with proof of alternate insurance may opt out of CITY health insurance coverage as set forth in this section and, in lieu, receive a cash payment of two hundred and fifty dollars ($250) per month.

In no event will employees receive more than $250 paid as salary if they waive all medical coverage.

SECTION 11.04: DENTAL INSURANCE
Dental care benefits shall be provided to CITY employees.

The CITY shall contribute 100% of the employee only premium.

For employees opting for employee plus one or employee plus family, the CITY shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

SECTION 11.05: VISION INSURANCE
Vision care benefits shall be provided to CITY employees The CITY shall contribute 100% of the employee only premium.

For employees opting for employee plus one or employee plus family, the CITY shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

SECTION 11.06: LIFE INSURANCE AND LONG TERM DISABILITY
The CITY shall contribute the full cost towards a CITY sponsored long-term disability and group term life insurance program Employees are responsible for the payment of any costs in excess of the maximum CITY contribution.

The CITY will provide Long Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) day wait period (equivalent to 720 work hours).

Group term life insurance coverage shall be $15,000 for natural death and $30,000 accidental death for employee only.

SECTION 11.07: RETIREE HEALTH INSURANCE
For employees hired prior to October 1, 2008, who have a minimum of five years of service with the CITY, the CITY shall contribute on a monthly basis an amount equal to fifty percent (50%) of the current premium contribution for employee only minus the PEMHCA MEC amount in Section 11.01.

For employees hired after October 1, 2008, who have a minimum of ten years of service with the CITY, the CITY shall contribute on a monthly basis an amount equal to fifty percent (50%) of the current premium contribution for employee only minus the PEMHCA MEC amount in Section 11.01.

Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the CITY's contribution will be zero and it will be an irrevocable election.

SECTION 11.08: RE-OPENER
If during the term of this contract, the CITY negotiates a change in the contribution rates relative to the health benefits insurance plan with the other non-exempt employees of the CITY, the CITY will re-open the contract for the express purpose of negotiating these changes with the ASSOCIATION.

ARTICLE XII RETIREMENT

SECTION 12.01: PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S)
Participation in PERS requires a payment of a percentage of the employee's gross salary. PERS for classic members of the Safety Police unit shall be 3%@ 50. Employee is required to contribute the 9% employee contribution on a pre-tax basis. Employer will pay 100% of the employer contribution.

Tier #2 – Employees hired after January 1, 2013.

Pursuant to Assembly Bill (AB) 340 and the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and final compensation period, as well as new contribution rates for new employees (Member) hired on or after January 1, 2013 who meet the definition of a new member as per PEPRA will fall in the Benefit Formula of 2.7%@ age 57. Employee is required to contribute 100% of the employee contribution on a pre-tax basis. Employer will pay 100% of the employer contribution.

SECTION 12.02: SOCIAL SECURITY
Social Security is paid by both CITY and Employees, each to pay their proportionate share as stipulated by the State of California.

ARTICLE XIII – GRIEVANCE PROCEDURE

SECTION 13.01: PURPOSE
This procedure is established in order to provide adequate opportunities for the CITY employees to bring forth their view relating to any unfair or improper aspect for their employment situation and to seek correction. The procedure set forth shall apply to all employee grievances.

SECTION 13.02: INFORMAL PROCESS
In any instance of grievance, the employee concerned shall first make efforts to resolve such grievance with his/her Police Chief, through Chain of Command.

SECTION 13.03: FORMAL – STEP ONE

A. Employee Responsibility – in the event that such efforts are not productive of a settlement satisfactory to the employee, within 5 days he may submit his complaint in writing to the Police Chief, through the Chain of Command.

B. CITY Responsibility – Upon receipt of written statement, the Police Chief shall make such investigation as required and reply in writing to the employee within ten (10) working days after receipt of the statement from the employee.

SECTION 13.04: FORMAL-STEP TWO

A. Employee Responsibility – If the employee wishes to discuss the grievance further, he shall, within three (3) days of the receipt of the reply from Police Chief, submit a written request for meeting with the City Administrator.

B. CITY Responsibility – The requested meeting will be held by City Administrator at the earliest day possible but not later than 10 working days after the request; at which time the employee, the Police Chief and any other person deemed pertinent to grievance and invited by the City Administrator, may be present. The conclusion determined at the meeting shall be communicated to the employee with three (3) working days following the meeting.

SECTION 13.05: FORMAL-STEP THREE

If the employee is still not satisfied with the findings or if it is felt by the City Administrator that Council determination is necessary, either the employee or the City Administrator may request an audience with the Personnel Committee of the City Council within 10 working days. Such meeting shall take place within 15 working days, after receipt by the committee of such written request. The Committee may:

1. Designate further study into the matter and arrive at a determination within thirty (30) calendar days.
2. Recommend changes to take place over a designated period of time, to be commenced within 30 days.
3. Refer the matter to the City Council.

SECTION 13.06: FORMAL–STEP FOUR

If the employee is still not satisfied with the finding, or if it is felt by the Personnel Committee that Council determination is necessary, either the employee or the Committee may request an audience with the City Council within 10 working days. Such meeting shall take place within 15 working days, after receipt by the Council of such written request. The Council may:

A. Designate further study into the matter and arrive at a determination within thirty (30) calendar days.
B. Recommend changes to take place over a designated period of time, to be commenced within thirty (30) days.
C. Make an immediate determination, in which case the decision of the Council is final.

ARTICLE XIV – DISCIPLINARY ACTION

SECTION 14.01: AUTHORIZATION

Any regular employee, except an elective official, may be reprimanded, suspended, demoted to a lower classification, dismissed, or temporary reduction in pay in lieu of suspension, by the appropriate appoint authority by an order in writing, stating specifically in ordinary and concise language the facts or omissions upon which such action is based. The appointing authority is defined as the person or group having lawful authority to appoint or remove person from position in the CITY service. Prior to a suspension of more than one (1) work day, demotion or dismissal, the appointing authority must contact and discuss such action with the Personnel Committee and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.

SECTION 14.02: GROUNDS

Each of the following constitutes cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list:

1. Fraud in securing appointment; Providing false information, withholding information, or deliberate incomplete or inaccurate information furnished as a basis for selection for employment.

2. Inefficiency; The inability to perform, to an acceptable standard, a job which the employee received training.

3. Inefficiency; The inability to perform, to acceptable standard, a job with a minimum of time expended, in contrast to other employees.

4. Inexcusable Neglect of Duty; The failure to complete or attend properly to a required task.

5. Insubordination; Deliberate defiance of orders, disregard for authority, or disrespect to a superior.

6. Threat of assault of Supervisor or Other Employee.

7. Dishonesty; Any act, either in omission or commission, which affects the ability to trust an employee.

8. Falsifying Records; The presentation of any information known to be false or inaccurate, on any document represented to be true or accurate.

9. Drunkenness on Duty; The consumption of alcoholic beverages while on duty is in a status where the employee is expected to exercise peace officer powers.

10. Intemperance; The frequent excessive use of alcohol, to the point of legal intoxication that would tend to bring discredit to the department.

11. Addiction; to the use of narcotics or habit-forming drugs.

12. Inexcusable absence without leave; Absenteeism and tardiness.

13. Conviction of a felony; conviction of a misdemeanor involving moral turpitude/theft

14. Discourteous treatment of the public; or other employees (insubordination)

15. Obscene or immoral conduct before a member of the public; Conduct which violates legal standards of morality/sexuality, whether prosecuted or not.

16. Political Activity, which is in violation of federal, state or local laws and regulations.

17. Violation of orders; Violation of orders, regulations or Directives.

18. Any other Failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service.

19. Refusal to take and subscribe to any oath; Or affirmation which is required by law in connection with employment.

SECTION 14.03: RIGHT OF APPEAL

Any regular employee not on probation, who is served notice of suspension, demotion or dismissal, has a right to appeal such actions. The appropriate steps in the appeal process are as follows:

1. Any regular employee, not on probation, who is served notice of suspension, demotion or dismissal may appeal such action by filing notice with the Police Chief within seven (7) calendar days after service of such a notice on the employee. Said employee may file notice of appeal in fewer than seven (7) calendar days.

2. The Police Chief may amend, modify or revoke any or all of the charges, including the disciplinary action.

3. Regardless of whether the employee responds to charges to the Police Chief, the employee has a right to file with the City Administrator within the above mentioned time limitations, a written appeal from the action.

4. If the employee fails to appeal within the time specified, the disciplinary action of the Police Chief shall be final.

5. In the event of suspension of a regular employee without pay, any hearing held in regard to the matter shall be held before the Police Chief/City Administrator.

6. In the event of an appeal of demotion or dismissal of regular employee, the City Council shall, at its option, designate a hearing officer to hear the matter.

7. The hearing officer so designated shall be a duly licensed Attorney admitted to practice in this state for at least 10 years, and shall not be from the office of the City Attorney. The attorney shall be a member of the American Arbitration Association.

8. The hearing officer designated by the City Council shall, within a reasonable length of time, not exceeding thirty (30) days, hold a hearing and shall notify the parties of the time and place thereof, and shall provide written decision within 10 days to all parties.

SECTION 14.04: HEARING

The following rules shall apply to any hearing conducted under the provisions of this chapter:

1. The hearing shall be public, except that if the employee requests that the matter be heard privately, it shall be so heard.

2. The hearing shall be conducted in accordance with section 11513 of the Government Code.

3. The provisions of section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this chapter, and shall provide the exclusive right to and method of discovery, except that time limitations will be those established by the hearing officer. In those cases where the City Council rehears the matter, as provided by section 14.04.4 of this chapter, the City Council shall establish such time limitations.

4. All costs related to the hearing directed to be incurred by the CITY and all fees of the hearing officer will be shared equally by the parties, except that in the event of the employee is fully reinstated, such costs and fees will be borne by the City. Other costs, including attorney's fees, shall be borne by the party who incurs said costs.

5. Probationary employees may be dismissed without a hearing.

SECTION 14.05: RESOLUTION OF APPEAL PROCEDURE

The Hearing Officer and City Council shall have the following responsibilities:

1. The hearing officer shall within ten working days after the hearing, make a finding as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and shall also make written recommendation as to the appropriate disposition of the case.

2. Written findings and recommendations shall be forwarded by the hearing officer to the City Administrator, the affected Police Chief and employee. These findings and recommendations must be presented to the City Council at its next meeting.

3. In all other instances, the City Council will take the findings and recommendations of the hearing officer under advisement and will render a decision within twenty (20) days after the presentation of said findings and recommendations to the City Council.

4. The City Council may:

a. Follow the recommendation of hearing officer; or

b. Reinstate the employee; or

c. Order disciplinary action which it judges to be appropriate based on the evidence; or

d. Rehear the matter under the provisions of Section 14.01. In such case the City Council's decision shall be transmitted to all interested parties.

5. All of the records in the matter shall be remanded to the City Clerk for filling and will be available to either party on demand.

ARTICLE XV – MANAGEMENT RIGHTS/RESPONSIBILITIES

Except in the extent that the rights, powers, and authority of CITY are specifically limited by the provisions of this Memorandum of Understanding, CITY retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of federal legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions and boards, set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; take all necessary actions to carry out this mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. The agreement is not intended to be construed to modify the provisions of the Municipal Code relating to Civil service or personnel administration. City shall continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion.

ARTICLE XVI – ASSOCIATION RESPONSIBILITY

ASSOCIATION agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the CITY. In the event that any concerted action as described above occurs, ASSOCIATION will notify its members that such activity is a violation of this Memorandum of Understanding and ASSOCIATION will notify its members that such concerted action shall cease, and the members shall return to work or be subject to disciplinary action.

ARTICLE XVII – SCOPE OF AGREEMENT

SECTION 17.01: FULL UNDERSTANDING

For the term of this agreement, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties, provided, however, that nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

SECTION 17.02: FORMAL REPRESENTATION

Negotiations will be conducted by the designated negotiator(s) of the City of Angels, and by representative(s) from the City of Angels Camp Police Officers Association.

SECTION 17.03: EXTENSION/CONTINUATION

Should agreement not be reached by the effective end of date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

ARTICLE XVIII – SEPARABILITY

SECTION 18.01: NULLIFICATION

In the event that any provision of this MOU is declared by Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

ARTICLE XIX – TERM OF AGREEMENT

SECTION 19.01: EXPIRATION

This agreement is for a three-year period. Each year, not less than sixty (60) days prior to the anniversary date, this agreement may be reviewed by representatives of both parties. Any specific anniversary date, this agreement may be reviewed by representatives of both parties. Any specific changes may be made by amendment if both parties agree. If changes are needed both parties shall signify continued agreement by signature/date. All provisions not specifically changed by amendment remain in effect. Any amendments and the signature page shall be attached to original MOU.

SECTION 19.02 TERM

The term of this agreement is three years beginning July 1, 2021, and ending June 30, 2024. Upon ratification and approval by the City Council, the terms and conditions of this MOU shall be retroactive to July 1, 2021.

Angels Police Officers Association

Date:_____ By:_____ Title:_____

Date:_____ By:_____ Title:_____

City of Angels

Date:_____ By:_____ Title:_____

Date:_____ By:_____ Title:_____

For Fiscal Year July 1, 2021 through June 30, 2024:

		Step A	Step B	Step C	Step D	Step E
Police Officer	Hourly Base	$ 28.40	$ 29.82	$ 31.31	$ 32.88	$ 34.52
	Monthly	$ 5,168.80	$ 5,427.24	$ 5,698.42	$ 5,984.16	$ 6,282.64
	Annual	$ 62,025.60	$ 65,126.88	$ 68,381.04	$ 71,809.92	$ 75,391.68
Corporal	Hourly Base	$ 29.84	$ 31.33	$ 32.90	$ 34.54	$ 36.27
	Monthly	$ 5,430.88	$ 5,702.06	$ 5,987.80	$ 6,286.28	$ 6,601.14
	Annual	$ 65,170.56	$ 68,424.72	$ 71,853.60	$ 75,435.36	$ 79,213.68
Sergeant	Hourly Base	$ 33.76	$ 35.45	$ 37.22	$ 39.08	$ 41.03
	Monthly	$ 6,144.32	$ 6,451.90	$ 6,774.04	$ 7,112.56	$ 7,467.46
	Annual	$ 73,731.84	$ 77,422.80	$ 81,288.48	$ 85,350.72	$ 89,609.52

Note: Schedule is based upon 2184 hours.

Appendix A

Compensation Schedule

CITY OF ANGELS
CITY COUNCIL

Resolution #21-44

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS, ADOPTING THE ANGELS CAMP POLICE OFFICERS ASSOCIATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the Angels Camp Police Officers Association members have met and conferred; and

WHEREAS, the Association has approved the attached 3-year Memorandum of Understanding expiring on June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approve the Memorandum of Understanding between the City and the Angels Camp Police Officers Association as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 2nd day of November 2021, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Alvin Broglio
Mayor

ATTEST:

_____
Rose Beristianos
City Clerk

City of Angels Council Meeting

NOVEMBER 2, 2021 **CONSENT AGENDA - C**

Approval of Resolution No. 21-50, Adopting the Labor Agreements Between the City of Angels and the Miscellaneous Bargaining Unit for a Term of Three (3) Years- Melissa Eads, City Administrator

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

DATE: November 2, 2021

TO: City Council

FROM: Melissa Eads, City Administrator

RE: **APPROVE RESOLUTION NO. 21-50. A RESOLUTION APPROVING THE 2021 MOU NEGOTIATION BETWEEN CITY OF ANGELS EMPLOYEES ASSOCIATION (NON-EXEMPT) AND THE CITY OF ANGELS**

RECOMMENDATION

Staff recommends adoption of Resolution No. 21-50 approving a Memorandum of Understanding Between the City of Angels Employees Association (CAEA) for a three-year period beginning July 1, 2021 and continuing until June 30, 2024

BACKGROUND

Having met and conferred in good faith with City of Angels Employees Association (CAEA) and discussions centering on wages, healthcare benefits and other various important items, an agreement has been reached.

FINANCIAL IMPACT

Moving employees to market year one (1) fiscal impact would be $68,760 which includes anticipated Overtime, Call Out Time, Holiday Payout, Leave Payout and CalPERs Health Ins. Three (3) year impact is $206,280

ATTACHMENTS

Memorandum of Understanding
Resolution 21-50

MEMORANDUM OF UNDERSTANDING
Between
CITY OF ANGELS
and the
CITY of ANGELS EMPLOYEE'S ASSOCIATION
Approved by City Council

TABLE OF CONTENTS

TITLE	PAGE
Participants	1
Term	1
Definition of City	1
Employee and Association Rights	1
No Discrimination	4
Salaries	4
Probationary Periods	6
Performance Evaluations	6
Overtime/On-Call/Call-Out	6
Holidays	8
Vacation Allowance	9
Sick Leave	10
Leaves of Absence	11
Benefits and Insurance Plans	12
Retirement Benefits	15
Incentives and Special Pays	15
Grievance Procedure	19
Disciplinary Action	20
Disciplinary Action-Hearing	23
Lay Offs	24
Management Rights/Responsibilities	24
Association Responsibility	25
Scope of Agreement	25
Separability	25

MEMORANDUM OF UNDERSTANDING
Between
CITY OF ANGELS
and the
CITY of ANGELS EMPLOYEE'S ASSOCIATION
Approved by City Council

1. PARTICIPANTS

1.1 This agreement is entered into between the City of Angels and the City of Angels Employee's Association, having met and conferred in good faith pursuant to Government Code Section 3500 et seq. Designated representatives have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to wages hours and other terms and conditions of employment.

2. TERM

2.1 This agreement is for a three-year period. The effective date shall be the first day of the first payroll period following ratification and approval of this Agreement. Nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

2.2 Should a successor agreement not be reached by the effective end date of this MOU; this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

3. DEFINITION OF CITY

3.1 The City Council or the person or persons duly authorized by the City Council as the representative of the City of Angels, shall hereinafter be referred to as "City".

4. EMPLOYEE AND ASSOCIATION RIGHTS

4.1 Association Membership: All employees not formally recognized as part of another association (e.g., management (exempt), safety, etc.) may voluntarily participate in the employee association.

4.2 Use of City Facilities: The Association shall be allowed by the City to use bulletin boards for communications having to do with official Association business, such as times and places of meeting, etc. Solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Pre-arrangement for contact must be made with the individual department heads if conducted during the duty period of the employees, and sufficient reason given why this cannot be done during off duty hours.

4.3 Attendance at Meetings: For meetings between the City and the Association, employee representatives of the Association shall be given reasonable time off with pay to attend meetings with City representatives. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two per recognized bargaining unit. Such employee/Association representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory to the department head, at least two working days prior to the scheduled meeting, whenever possible.

4.4 Seniority

4.4.1 Seniority among represented employees shall be measured from such employee's initial appointment to City service, in each job classification, but shall not include any period during which such employee was on leave without pay.

4.4.2 Any employee who is re-employed after being terminated voluntarily or discharged by the City, shall lose his/her seniority and his/her seniority shall then be measured from the date of his/her most recent appointment.

4.5 Payment of Association Dues

4.5.1 Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Association that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and will remit such dues or fees to the Association. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following City's receipt of the written certification of authorization, provided that the written authorization is provided to the City before 5:00 p.m. the Friday before the end of the pay period. Should a dispute arise about the existence or terms of any employee's authorization to deduct dues or fees, the Association will provide a copy of the individual authorization at issue to the City.

4.5.2 If an employee requests to cancel or change the deduction, the request must be directed to the Association and not to the City. Deductions will continue unless the Association provides the City written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees as long as the written authorization is provided before 5:00 p.m. the Friday before the

end of the pay period. Neither the City nor the Association will discriminate against any unit member because of the exercise of their statutory rights.

4.5.3 In accordance with Government Code section 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this section.

4.6 Association shall be allowed to participate in initial orientation for new employees under the conditions established in this section.

4.6.1 The City shall provide the Association with ten (10) days advance notice prior to any new employee orientation when practicable. The Association and employer jointly recognize that the City is a small employer, therefore, employee orientation frequently occurs with much less time than ten days between acceptance of an employment offer and new employee orientation. While the City will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.

4.6.2 The Association may elect to participate in new employee orientation and shall be allotted reasonable time, not to exceed twenty (20) minutes to present information about the Association and Association membership.

4.6.3 Association presentations or other participation in orientation shall be by a member of the Association's Board of Directors. If the Association sends a bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered "representation", but rather an Association marketing function. However, the employee shall be granted paid release time to attend the orientation up to the 20-minute limitation provided in Section 4.6.2.

4.6.4 Association participation in orientation relieves the City from providing any information regarding the Association to the new employee as the Association would fulfill that function exclusively during orientation.

4.6.5 If the Association is unable, or elects not, to participate in orientation, the City will provide new employees with a packet of information from the Association to new employees, including an Association application and documents relating to membership. All packet materials shall be provided by the Association.

4.7 The City shall provide information to the Association as defined in this section as required by law.

4.7.1 The City shall, no more than 30 days following a new hire, provide the Association with the following information regarding the new employee: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address.

4.7.2 The City shall provide a list of the above information about all bargaining unit employees every 120 days.

4.7.3 The City shall not be required to furnish any of the above information for any employee who makes a written request identifying specific items of information that the employee is electing not to share.

4.7.4 Provision of any information pursuant to this section shall not cause the information to become a public record.

4.7.5 Any information provided under this section shall be safeguarded by the Association and shall be used exclusively by the Association or their designated representative. No personal information regarding employees shall be shared by the Association or their designated representative with any third-party vendors or affiliated organizations.

5. NO DISCRIMINATION

5.1 The City and Association agree that there shall be no unlawful discrimination against, and/or harassment of, employees and job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law. The term “employee” shall mean all workers covered by this Agreement.

6. SALARIES

6.1 Salaries: Salary ranges for each bargaining unit classification during the term of this MOU are set forth in the Miscellaneous Salary Schedule attached to and incorporated into this MOU.

6.1.1 These rates shall represent the total compensation due employees except for overtime compensation and other benefits specifically provided for by the City in this agreement. The rates of pay set forth do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

6.2 Beginning Salaries

6.2.1 Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary for the class to which he/she is appointed. Experience and training may be reflected in the salary schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed,

6.2.2 After the completion of twelve (12) months of full-time satisfactory service, and upon recommendation of the supervisor, the probationary employee shall have completed his/her probation period and be advanced to the next step in the salary range for his/her classification.

6.3 Salary Step Increases

6.3.1 Each employee shall be considered for salary step increases annually according to that employee's anniversary date, or his/her revised salary anniversary date until the top step has been reached. Salary increases, if awarded, will be paid the next complete pay cycle following the anniversary date.

6.3.2 After the completion of twelve (12) months of full-time satisfactory service in the current step of the salary range, the employee shall be advanced to the next step, upon the recommendation of the supervisor. If, in the opinion of the supervisor, the employee does not warrant a step increase, the supervisor shall advise the City in writing one month prior to the effective date of the step advance that the employee has not achieved the level of performance required. The supervisor shall be specific as to why a salary increase should be withheld and a copy of this notice (appraisal) given to the employee.

6.3.3 Changes in the employee's salary because of promotion, demotion or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee.

6.3.4 Salary range adjustments for a classification will not set a revised salary anniversary date.

6.4 Salary on Promotion: Upon the promotion of any employee, the employee shall be placed at the start of the new range that provides a minimum five percent (5%) increase over the salary formerly received unless the top step of the new range is less than 5% in which case they shall be placed at the top step of the new range.

6.5 Biweekly Pay Periods: All City employees will be paid on a biweekly basis. This will be a total of 26 paychecks per year which will be issued every other Friday.

6.6 Severance Pay: Final payroll checks issued as a result of resignation or layoff from City employment will be paid no later than the next regularly scheduled payday. If terminated for cause, accrued wages shall be paid as required by law.

6.7 Conversion of Salaries: Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to such other time basis when, in the judgment of the City, such conversion is advisable. In determining equivalent amounts of different time bases, the City shall provide tables or regulations to the person involved for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

6.8 Compensation Study: During the term of this agreement, the City agrees to conduct a comprehensive compensation study of all represented classifications prior to expiration of the term of this MOU. A final copy of the study shall be provided to CAEA in sufficient time to allow preparation for 2024 negotiations.

7. PROBATIONARY PERIODS

7.1 Newly hired employees shall serve a probationary period of twelve (12) months, unless otherwise extended by the supervisor in writing, for specified reasons, and approved by the City Administrator.

7.2 While on initial probation, the status of the employee is "At Will" defined as working at the pleasure of the department head. As such, the employee, during his/her probationary period, is subject to termination without cause.

8. PERFORMANCE EVALUATIONS

8.1 Documentary records and/or appraisal reports must be maintained and discussed with the employee at least once every year, and more often if considered desirable by the City.

9. OVERTIME / ON-CALL / CALL-OUT

9.1 Definition of Overtime

9.1.1 Overtime is all time worked over 40 hours per week and outside of normal scheduled hours and/or time worked on holidays.

9.1.2 In calculating overtime, hours worked includes vacation, sick and comp time used.

9.2 Authorization for Overtime

9.2.1 All compensable overtime must be authorized by the supervisor or his/her designated representative. If prior authorization is not possible

because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime shall be computed to the nearest one quarter hour.

9.3 Compensation for Overtime

9.3.1 Overtime shall be paid or compensatory time off accrued at a rate equivalent to one and one half (1 1/2) times the regular rate.

9.3.2 Employees may accumulate up to a maximum of eighty (80) hours of CTO. Any additional overtime will be paid at the overtime rate.

9.3.3 Double time will be paid after working more than 4 hours in conjunction with a regular shift. Double time will be paid after working more than 8 hours on a call out.

9.4 On-Call Pay: Employees assigned on-call duty shall maintain sobriety and remain available to respond to the City within a reasonable time. On call treatment plant operators shall be available to respond within one (1) hour and distribution and collection workers shall remain available to respond within thirty (3)0 minutes. On call pay of $2.31 per hour shall be provided for on-call employees for hours when an on-call employee is not physically at work.

9.5 On-Call Eligibility: Employees in the classification of Plant Operator II are eligible for on-call if they possess a State Certificate at a level that authorizes them to perform the required duties. On-call, call-out and overtime pay shall be based on the employee's regular rate of pay.

9.6 Call Out Pay

9.6.1 Call out time is compensated at a four-hour minimum. Compensation for additional call outs within the same initial four hour call out period shall not be authorized.

9.6.2 If actual time worked exceeds 2.75 (two and three quarter) hours worked, overtime shall be paid instead of the four-hour minimum.

9.6.3 If a call out occurs within two hours of the normal start time there shall be no four-hour compensation, however, time and a half shall be paid for additional time worked exceeding the normal work day.

9.6.4 At the election of the employee, the employee may accrue compensation time off in lieu of being paid for any individual call out incident. Such accrued compensatory time shall be subject to the same 80-hour maximum accrual limit as established in Section 9.3.2.

9.7 Weekend Shift Differential: Any employee whose regularly scheduled workweek includes working a Saturday or Sunday will receive an additional five percent (5%) per hour for those hours worked on each weekend day.

10. HOLIDAYS

10.1 Annual Holidays

10.1.1 All regular full-time employees shall be entitled to thirteen (13) annual holidays off, with full pay. Holidays are eight (8) hours. Authorized holidays are as follows:

1. New Year's Day	January 1
2. Martin Luther King	3rd Monday in Jan.
3. Washington's Birthday	3rd Monday in Feb.
4. Memorial Day	Last Mon. in May
5. Independence Day	July 4
6. Labor Day	1st Mon. in Sep.
7. Columbus Day	2nd Mon. in Oct.
8. Veterans Day	November 11
9. Thanksgiving Day	November, as designated
10. Day after Thanksgiving	November, as designated
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. Floating Day **	**In lieu of Election Day
14. Juneteenth	June 19

10.1.2 Any additional holidays recognized by the Federal Government shall be an additional holiday and not substituted for any existing holiday.

10.1.3 When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday.

10.1.4 When a holiday falls on an employee's regular work day and an employee is unable to take the day off due to necessary coverage in that work slot, in addition to their holiday pay, the employee shall be compensated for actual hours worked by either CTO at 1½ times their regular rate or be paid for hours worked at 1½ times their regular rate.

10.1.5 Full time employees working on an irregular shift schedule shall be paid 8 hours of additional time, at the regularly hourly rate, or accrued as comp time, if the holiday falls on one of their regular days off.

10.1.6 If a holiday falls within an employee's vacation leave, that day shall be deemed a holiday and not a vacation day.

10.1.7 If an employee is compensated by CTO for working on a holiday, the maximum CTO limit will apply.

11. VACATION ALLOWANCE

11.1 Vacation

11.1.1 All permanent full-time employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of employment, based on the following scale:

Years Completed	Total Hours per Year	Accrual Rate Per Bi-Weekly Pay Period
0-5	80	3.077
6-10	120	4.615
11	128	4.923
12	136	5.231
13	144	5.538
14	152	5.846
15 or more	160	6.154

11.1.2 Vacation time accrues from the first day of employment but generally should not be taken until after passage of 6 months. In lieu pay cannot be substituted for taking vacation time.

11.1.3 Employees should request to schedule vacation days as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

11.1.4 Vacation accrues to and will be capped at a maximum of 1.5% of the employee's annual accrual. Once that maximum amount is reached, no further vacation will accrue until some vacation time is used to reduce the employee's balance below the maximum annual accrual. For employees hired prior to January 1, 2000, the City will pay out accrued vacation in excess of the cap over the term of this Agreement. The timing and amount of such payments will be in accord with the City's business needs, as determined by the City Administrator. If the employee's accrual is not reduced below the applicable cap within the applicable time period, the employee will cease to accrue additional vacation until such time as their accrued vacation time falls below the maximum cap.

11.1.5 In Lieu Pay. In the event an employee has made at least three written requests for vacation during a fiscal year (July 1 to June 30) and has been turned down due to specific needs of the City, the employee may request and receive pay in lieu of vacation time requested, which will be deducted from the employee's vacation bank. Employees must

present documentation of the denied requests to the Administrative Services Officer in order to receive in lieu pay under this section.

11.1.6 The City may, in its discretion, schedule vacation time for employees in accord with its business needs, or to buy back unused accrued vacation time in December at the end of each calendar year during the period this MOU is in effect. Additionally, employees may request to cash out up to forty (40) hours of accrued vacation time each calendar year. Such requests will be granted provided, in the City Administrator's sole discretion, City's business needs and financial abilities allow. It is the intent of the City that employees use allotted vacation time for its intended purpose.

12. SICK LEAVE

12.1 Sick Leave Defined

Eligibility- Employees with accumulated sick leave may be granted sick leave for the following:

a. Preventative care, illness or physical incapacity of the employee.

b. Enforcement of quarantine of the employee in accordance with community health regulations.

c. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act.

d. Medical, vision and dental office appointments which cannot be scheduled at other than work hours.

e. For diagnosis, care or treatment of a medical condition or preventative treatment for an employee's family member in accordance with California Paid Sick Leave laws.

f. To obtain relief or services related to bring a victim of domestic violence, sexual assault or stalking in accordance with California Paid Sick Leave laws.

12.2 Sick Leave Accrual and Use

12.2.1 All regular full-time employees shall be granted eight (8) hours of accrued sick leave for each full month of service accrued at the rate of 3.692 hours per bi-weekly pay period, which results in accrual of 96 hours per year of sick leave. Employees are not eligible to draw on sick leave pay until they have completed ninety (90) days of service with the City.

12.2.2 Accrual of sick leave begins on the first day of the first full month of employment.

12.2.3 Employees may be required to file a physician's certificate with the City Administrator stating the employee is able to resume work.

12.2.4 Unused sick leave shall be accumulated from year to year. Upon retirement, unused sick leave may be credited as service time as provided in the City's contract with PERS.

12.2.5 Employees hired on or after July 1, 2011 shall accrue a maximum of 720 hours of sick leave at any given time.

12.3 Non-FMLA Family Care Sick Leave

12.3.1 Employees may use ½ of their yearly sick leave allotment to care for members of the employee's immediate family in accordance with California Kin Care laws.

13. LEAVES OF ABSENCE

13.1 Leaves of absence will be administered in accordance with state and federal and City policies as set forth in the Personnel Rules, as amended from time to time.

13.2 Bereavement Leave: Bereavement leave may be used by employees when they are required to be absent from work because of a death in their immediate family, not to exceed three (3) days in state, or five (5) days if out of state, per incident. This will not be charged to sick leave. Immediate family shall include father, mother, loci parentis, brother, sister, spouse or child of the employee. Additional consideration may be given in special cases as determined by the City Administrator.

13.3 Family Medical Leave: The City complies with California and Federal law governing family and medical leaves. The provisions of this section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act. Employees are required to use accrued paid vacation leave and paid sick leave for the FMLA Leave period.

13.4 Leave of Absence Without Pay: A regular employee may request a leave of absence "without pay" up to a maximum of one year for a prolonged illness or to attend school or college or to enter training to improve the quality of his/her service.

13.5 Jury Duty: When summoned for jury duty an employee shall be paid his/her regular salary and jury fees that he may receive from the Court shall be remitted to the City, except pay for travel and meals.

13.6 Military Leave: Military leave will be granted in accordance with State and Federal law.

13.7 Reporting of Absence: An employee who is absent from duty for any reason shall report the reason thereof to his/her supervisor or the City Administrator immediately on the day of absence, unless prevented from doing so, or as required by law.

13.8 Unauthorized Absence

13.8.1 All unauthorized and unreported absences shall be considered as absence without leave and a deduction of pay shall be made for each period of such absence.

13.8.2 Voluntary absence without leave for three (3) consecutive days shall be considered as an automatic resignation from City service.

14. BENEFITS AND INSURANCE PLANS

14.1 Medical Insurance

14.1.1 Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).

14.1.2 For all active and retired employees enrolled in a CalPERS PEMHCA Medical Plan the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.

14.1.3 City Contribution for Employees Hired on or Before September 1, 2017:

14.1.3.1 The City shall, for active employees, contribute the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee.

14.1.3.2 Employee only: The total monthly premium for the lowest premium available PERS plan.

14.1.3.3 Employee plus one: The total monthly premium for the lowest premium available PERS plan for Employee only, plus 75% of the additional monthly premium for one dependent.

14.1.3.4 Family: The total monthly premium for the lowest premium available PERS plan for Employee only, plus 75% of the additional monthly premium for a family.

14.1.4 City Contribution for Employees Hired After September 1, 2017:

14.1.4.1 The City shall, for active employees, contribute the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee.

14.1.4.2 Employee only: The total monthly premium for the lowest premium available PERS plan.

14.1.4.3 Employee plus one: The total monthly premium for the lowest premium available PERS plan for Employee only, plus 50% of the additional monthly premium for one dependent.

14.1.4.4 Family: The total monthly premium for the lowest premium available PERS plan for Employee only, plus 50% of the additional monthly premium for a family.

14.2 Employee Plan Option

14.3.1 An employee may choose a different eligible PERS health care plan, however, the employee will be responsible for any additional premium cost above the maximum paid by the City for the corresponding tier of the lowest premium available PERS plan.

14.4 Alternative Insurance

14.4.1 Employees with proof of alternate insurance may opt out of City health insurance coverage as set forth in this section and, in lieu, receive a cash payment of two hundred fifty dollars ($250) per month.

14.4.2 In no event will employees receive more than fifty percent (50%) of the employee only premium paid as salary if they waive all medical coverage.

14.5 Dental Insurance

14.5.1 Dental care benefits shall be provided to City employees.

14.5.2 The City shall contribute 100% of the employee only premium.

14.5.3 For employees opting for employee plus one or employee plus family, the City shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

14.6 Vision Insurance

14.6.1 Vision care benefits shall be provided to City employees.

14.6.2 The City shall contribute 100% of the employee only premium.

14.6.3 For employees opting for employee plus one or employee plus family, the City shall pay sixty percent (60%) of the difference between the employee only premium and the respective employee plus one or employee plus family.

14.7 Life Insurance and Long-Term Disability

14.7.1 The City shall contribute the full cost towards a City sponsored long-term disability and group term life insurance program administered through Assurant.

14.7.2 Employees are responsible for the payment of any costs in excess of the maximum City contribution.

14.7.3 The City will provide Long-Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.

14.7.4 Group term life insurance coverage shall be $15,000 for natural death and $30,000 accidental death for employee only.

14.8 Retiree Health Insurance

14.8.1 Eligibility: Employees shall be eligible for the Retiree Health Benefit based upon the following:

Hire Date	Required # Years Service Completed
Before July 1, 2009	5 Years
On or After July 1, 2009	10 Years

14.8.2 Employer Subsidy of Retiree Health Premiums: Employees who retire while meeting eligibility in Section 14.8.1 shall receive an employer subsidy of 50% of the CalPERS Select premium for employee only minus the PEMCHA MEC amount in Section 14.1.2, as adjusted annually, until they reach the age of eligibility for Medicare.

After attaining the age of Medicare eligibility, the retiree shall receive an employer subsidy of 50% of the CalPERS Medicare premium for employee only minus the PEMCHA MEC amount in Section 14.1.2, as adjusted annually.

A retiree's subsidy level shall be set by the Memorandum of Understanding in effect at the time of the employee's retirement from the City. The City shall not make future changes to this subsidy level without an agreement from the retiree or as required by law.

14.8.3 Employee Election to Not Participate: Upon or subsequent to retirement, an employee may elect not to participate in the retiree medical plan. This election shall be irrevocable, and the City will provide no subsidies as a result.

15. RETIREMENT BENEFITS

15.1 Public Employees Retirement System (PERS)

15.1.1 Employees hired before January 1, 2013 participate in the PERS 2.7% at 55 full and modified formula for active local miscellaneous members. Participation requires a payment of 8% of the employee's gross salary for the 2.7@55 benefit. Effective July 1, 2013, employees will pay the required 8% on a pre-tax basis.

15.1.2 Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1, 2013 who is a "new member" as defined by PEPRA shall participate in the PERS 2% at 62 full and modified formula for active local miscellaneous members. Participation requires employees to contribute one-half (½) of the "normal cost" of the benefit, rounded to the nearest ¼ of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

15.1.3 The PERS retirement benefit for miscellaneous members hired before January 1, 2013, shall be based on the highest single year's final compensation.

15.1.4 The PERS retirement benefit for miscellaneous members hired on or after January 1, 2013 shall be based on three highest year's final compensation.

16. INCENTIVES AND SPECIAL PAYS

16.1 Confidential Employee Differential

16.1.1 The Police Technician has been assigned confidential status and shall receive a pay differential of five percent (5%). Said employee shall continue to receive five percent (5%) above the base rate of pay until reassigned to non-confidential status. The differential pay will not affect the employee's anniversary date.

16.2 Longevity

16.2.1 Employees are eligible for additional compensation for longevity. Longevity pay shall be added to the base salary of the employee based on the following years of continuous full time employment with the City

2.5% at 10 years of continuous service
5% at 15 years of continuous service
7.5% at 20 years of continuous service
10% at 25 years of continuous service

16.3 Educational Incentive Program

16.3.1 Employees who obtain degrees, licenses, certifications, permit and/or successfully complete continuing education courses in their related field may be entitled to an incentive compensation to be added to their base salary.

16.3.2 No incentive pay will be provided for employees who complete work that is required or can reasonably be construed as being required to fulfill the requirements of their position.

16.3.3 At no time will the maximum allowable incentive compensation exceed 5%.

16.3.4 Due to the broad range of credentials available relative to the many categories of employment the City Administrator shall use his/her discretion with input from the department head to determine the appropriate incentive compensation.

16.3.5 Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or description of studies or scope of testing. Employees already possessing such credentials shall submit in writing their request in the same manner as above.

16.3.6 Educational Incentive Rates
General guidelines:

60 units or equivalent or an A.A. degree = 2%
120 units or equivalent or B.S. or B.A. = 3%
180 units or equivalent or Masters = 4%
Professional Credentials =5%
International or National Certification = .5 to 4%
State Certification = .5 to 2%
Certification, Permit or License = .5 to 2%

16.3.7 City shall reimburse employee's expenses for tuition, books and materials upon the demonstration of the satisfactory completion of the course for approved courses relating to their perspective jobs.

16.4 Bilingual Pay: Employees who are proficient in languages designated by the City may be eligible for bilingual pay. Employees who have passed a City approved bilingual proficiency test in a designated language may be designated as eligible for Bilingual pay by their Department head. Upon approval by the City Administrator, the employee shall receive a monthly stipend in the amount of fifty dollars ($50.00) per month. Employees must regularly use their bilingual skills in the course and scope of their employment to remain eligible for bilingual pay.

16.5 Footwear Allowance

16.5.1 The City shall provide designated employees reimbursement for the purchase of safety footwear up to two hundred fifty dollars ($250). The reimbursement is contingent upon the following:

16.5.1.1 Employees whose job classification requires that they work in the field shall be reimbursed on an annual basis.

16.5.1.2 Employees whose job classification requires that they work in the field a nominal amount (e.g., at least twenty-five percent (25%)) shall be reimbursed on a bi-annual basis.

16.5.2 The safety footwear must meet minimum standards established by the City (e.g., steel toe, etc.) and an original receipt must be presented in order to receive reimbursement.

16.5.3 Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their footwear.

16.6 Uniform Allowance: Police Administrative Services Manager

16.6.1 Employees in this classification shall receive an annual uniform allowance of $750.00 to be used for the purchase and maintenance of City required uniforms and equipment.

16.6.2 The uniform allowance shall be paid in two (2) equal payments on the 30th of November and the 30th of June.

16.6.3 Uniform allowances shall be pro-rated starting the first full month following full time employment.

16.6.4 Uniforms or safety equipment destroyed or damaged beyond reasonable use while on duty and in the line of duty shall be replaced by the City at the City’s expense.

16.7 Employee Training

16.7.1 Represented employees assigned to administrative, clerical, accounting or similar duties may request up to three (3) days per fiscal year of “off-site” training related to their assignment (e.g., MS Word or Excel, organizational skills or communication etc.) with tuition, travel and related expenses paid by the City. Such training is subject to approval by the City Administrator.

16.8 Class B Licenses

16.8.1 The parties agree to remove the Class B driver’s license requirement from Public Works job descriptions.

16.8.2 Any employee, up to a maximum of four (4) represented employees, who obtains and thereafter maintains a valid Class B driver’s license shall receive an incentive of seventy-five dollars ($75.00) per month.

16.8.3 The cost of the first attempt will be paid by the City, including pay for physical exam, training hours, instructor or training costs, books/manuals and test fees. If the employee fails to receive their license on the first try, the employee may repeat training at their own cost and on their own time to meet the requirement.

16.8.4 Ongoing costs to maintain a Class B License, including physical exams, re-testing fees and training costs will be paid by the City once for each renewal of the license. The employee will bear the cost of any additional attempts to renew the license.

16.9 Cell Phone Reimbursement- Employees employed in the Water/Wastewater Department and Distribution and Collection employees who have use a cell phone in the course of their duties shall receive a monthly stipend in the amount of forty dollars ($40.00).

16.10 Essential Employee Bonus: In recognition of bargaining unit employees’ service to the City and its citizens during the challenges presented by the public health pandemic, City will provide a one-time bonus in the amount of two thousand five hundred dollars ($ 2,500.00) to current bargaining unit employees who have worked continuously for the City in excess of one (1) but less than five (5) years as of the date this Agreement takes effect. The City shall provide a one-time bonus in the amount of five thousand dollars ($5,000.00) to bargaining unit employees who have worked continuously for the City for five (5) or more years as of the date this Agreement takes effect. The bonus shall be payable the first full pay period following ratification and approval of the MOU.

16.11 COVID-19 Vaccine Bonus:The City shall provide a one-time bonus in the amount of five hundred dollars ($500.00) to current bargaining unit employees who have been fully vaccinated against COVID-19. Employees

who have received a COVID-19 booster vaccination will receive an additional one-time bonus in the amount of five hundred dollars ($500.00.)

The bonuses shall be contingent on: 1) ratification and approval of this MOU and 2) documentation that the vaccination(s) have been received being presented to the Administrative Services Officer. Vaccine bonuses shall be payable the first full pay period after ratification and approval have occurred and documentation has been presented.

17. GRIEVANCE PROCEDURE

17.1 Generally

17.1.1 This procedure is established in order to provide adequate opportunities for City employees to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction. The procedure set forth shall apply to all employees' grievances.

17.2 Procedure

17.2.1 In any instance of grievance, the employee concerned shall first make efforts to resolve such grievances with his/her department head.

17.2.2 In the event that such efforts do not produce a settlement satisfactory to the employee, he may submit his/her complaint in writing to the department head.

17.2.3 Upon receipt of the written statement, the department head shall make such investigation as required and reply in writing to the employee within ten (10) days after receipt of the statement from the employee.

17.2.4 If the employee wishes to discuss the grievance further, he shall, within ten (10) working days of the receipt of the reply from the department head, submit a written request for a meeting with the City Administrator.

17.2.5 The requested meeting will be held by the City Administrator at the earliest date possible but not later than 10 working days after the request. At the meeting the employee, the department head and any other persons deemed pertinent to the grievance and invited by the City Administrator, the employee or the department head, may be present. The conclusions determined at this meeting shall be communicated to the employee within three (3) working days following the meeting.

17.2.6 If the employee is still not satisfied with the findings or if it is felt by the City Administrator that Council determination is necessary, either the employee or the City Administrator may request an audience with the

Personnel Committee within 10 working days. Such meeting shall take place within 15 working days after receipt by the Committee of such written request. The Committee may:

a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days;

b. Recommend changes to take place over a designated period of time, to be commenced within 30 days;

c. Refer the matter to the Council as a whole.

17.2.7 If referred to the Council the Council may:

a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days;

b. Recommend changes to take place over a designated period of time, to be commenced within 30 days;

c. Make an immediate determination, in which case the decision of the Council is final.

18. DISCIPLINARY ACTION

18.1 Authority

18.1.1 Any regular employee may be reprimanded, suspended, demoted to a lower classification or dismissed by the appropriate appointing authority by an order in writing, stating specifically in ordinary and concise language the facts or omissions upon which such action is based. The appointing authority is defined as the person having lawful authority to appoint or remove persons from positions in the City service.

18.2 Procedure

18.2.1 Prior to a suspension of more than one (1) workday, demotion or dismissal, the appointing authority must contact and discuss such action with the City Administrator. All orders for suspension, demotion or dismissal shall be reviewed by the City Attorney for legal sufficiency.

18.2.2 All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address.

18.3 Cause For Discipline

18.3.1 Each of the following constitutes cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list:

a. Fraud in securing appointment;

b. Incompetence;

c. Inefficiency;

d. Inexcusable neglect of duty;

e. Insubordination;

f. Threat of assault of supervisor or other employees;

g. Falsifying records;

h. Under the influence of alcohol or drugs on duty;

i. Intemperance;

j. Addiction to the use of narcotics or habit-forming drugs;

k. Inexcusable absence without leave (absenteeism and tardiness);

l. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;

m. Discourteous treatment of the public or other employee;

n. Obscene or immoral conduct;

o. Political activity which is in violation of federal, state or local laws and regulations;

p. Violation of this chapter;

q. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;

r. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;

s. Dishonesty;

t. Failure to obtain required operator's license or permit;

u. Failure to live within a reasonable emergency call out distance (half an hour).

18.4 Notice of Discipline and Right to Respond and Appeal

18.4.1 When a regular employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be

prepared, and then delivered to the employee, in person or by certified mail. The written notice shall include:

a. The reasons for the proposed action.

b. The charges being considered.

c. The proposed disciplinary action to be taken.

d. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request a Skelly meeting with the department head.

18.4.2 All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

18.5 Department Head Response: Following the Skelly response meeting, the department head may amend, modify or revoke any or all of the charges, including the disciplinary action.

18.6 Appeal to City Administrator: Regardless of whether the employee responds to the charges to the department head, the employee has the right to file with the City Administrator, within the above-mentioned time limitation, a written appeal from the action.

18.7 Appeal to Arbitration: In the event of an appeal of a demotion or dismissal of a regular employee, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains, and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The hearing officer shall, within a reasonable length of time, not exceeding thirty (30) calendar days unless mutually extended by the parties, hold a hearing and shall notify the parties of the time and place thereof. If the employee fails to appeal within the time specified, the disciplinary action of the department head shall be final.

18.8 Appeal of Suspension to City Administrator: In the event of the suspension of a regular employee without pay, any hearing held in regard to that matter shall be held before the City Administrator.

19. DISCIPLINARY ACTION - HEARING

19.1 Discipline Appeal Hearing

19.1.1 The following rules shall apply to any hearing conducted under the provisions of this section.

19.1.2 The hearing shall be private, except that if the employee requests that the matter be heard publicly, it shall be so heard.

19.1.3 The hearing shall be conducted in accordance with Section 11513 of the Government Code.

19.1.4 The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this chapter and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the hearing officer.

19.1.5 Unless otherwise provided by law, all costs related to the hearing directed to be incurred by the hearing officer and all fees of the hearing officer will be shared equally by the parties, except that in the event the employee is fully reinstated, such costs and fees will be borne by the City. Other costs, including attorney's fees, shall be borne by the party who incurs said costs.

19.1.6 Probationary employees may be dismissed without a hearing.

19.2 Resolution of Appeal

19.2.1 The hearing officer shall, within 30 calendar days after the hearing, make a finding as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and shall also make a recommendation as the appropriate disposition of the case.

19.2.2 Written findings and recommendations shall be forwarded by the hearing officer to the City Administrator, the affected department head and the employee. These findings and recommendations must be presented to the City Council at its next regular meeting.

19.2.3 The City Council will take the findings and recommendations of the hearing officer under advisement in closed session and will render a decision within twenty (20) days after the presentation of said findings and recommendations to the City Council. No additional evidence or argument may be submitted to the Council.

19.2.4 The City Council may:

a. Follow the recommendation of the hearing officer; or

b. Reverse the arbitrator's recommendation; or

c. Order any disciplinary action which it judges to be appropriate based on the evidence.

d. The Council shall not reverse or modify the arbitrator's recommendation, except by a 4/5th vote.

19.2.5 All the records in the matter shall be remanded to the City Clerk for filing.

20. LAY OFFS

20.1 Lay Off

20.1.1 The City Council may lay off any employee pursuant to Article 13 of the Personnel Rules whenever it becomes necessary because the lack of work or funds.

20.1.2 When it becomes necessary to reduce the force in any department or office by lay off of regular employees, seniority shall be the determining factor in each department or office.

20.2 Contracting Out Work

20.2.1 The City agrees to meet and confer with the Association prior to contracting out any work normally performed by bargaining unit employees if such contracting out would displace a regular employee of the bargaining unit.

21. MANAGEMENT RIGHTS/RESPONSIBILITIES

Except to the extent that the rights, powers, and authority of City are specifically limited by the provisions of this Memorandum of Understanding, City retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of federal legislative or managerial policy, which include among others: The exclusive right to Determine the mission of its constituent departments, commissions and boards, set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. This agreement is not intended to be construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. City shall continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion.

22. ASSOCIATION RESPONSIBILITY

Association agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the City. In the event that any concerted action as described above occurs, Association will notify its members that such activity is a violation of this Memorandum of Understanding and Association will notify its members that such concerted action shall cease and the members shall return to work or be subject to disciplinary action.

23. PERSONNEL RULES

To the extent they are not in conflict with any provision of this MOU, the City's Personnel Policy, Rules, and Regulation, as may be amended from time to time after meeting with the Association, shall apply to employees covered by this Agreement.

24. SCOPE OF AGREEMENT

For the term of this agreement, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties, provided, however, that nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the City of Angels, and by the representative(s) from the City of Angels Employees Association.

24. SEPARABILITY

In the event that any provision of this MOU is declared by Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2021 at City of Angels, California.

CITY of ANGELS EMPLOYEES ASSOCIATION

Joe Kitchell CAEA President	Date Signed
Josh Soulier CAEA Treasurer	Date Signed
Paul Konsdorf CAEA Representative	Date Signed

CITY OF ANGELS

Alvin Broglio, Mayor	Date Signed
Melissa Eads, City Administrator	Date Signed

City of Angels Camp

Miscellaneous Salary Schedule for 2021/2022 Fiscal Year (No COLA Included)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
11	Equipment Operator I	$17.33	$18.20	$19.11	$20.06	$21.07
		$3,003.87	$3,154.67	$3,312.40	$3,477.07	$3,652.13
		$36,046.40	$37,856.00	$39,748.80	$41,724.80	$43,825.60
17	Accounting Technician I	$20.10	$21.10	$22.16	$23.27	$24.43
	(Former Accountant I)	$3,484.00	$3,657.33	$3,841.07	$4,033.47	$4,234.53
		$41,808.00	$43,888.00	$46,092.80	$48,401.60	$50,814.40
15	Equipment Operator II	$19.13	$20.09	$21.09	$22.15	$23.25
		$3,315.87	$3,482.27	$3,655.60	$3,839.33	$4,030.00
		$39,790.40	$41,787.20	$43,867.20	$46,072.00	$48,360.00
21	Accounting Technician II	$22.19	$23.30	$24.46	$25.68	$26.97
	(Former Accountant II)	$3,846.27	$4,038.67	$4,239.73	$4,451.20	$4,674.80
		$46,155.20	$48,464.00	$50,876.80	$53,414.40	$56,097.60
17	Operator-in-Training	$20.10	$21.10	$22.16	$23.27	$24.43
		$3,484.00	$3,657.33	$3,841.07	$4,033.47	$4,234.53
		$41,808.00	$43,888.00	$46,092.80	$48,401.60	$50,814.40
15	Distribution & Collections Officer I	$19.13	$20.09	$21.09	$22.15	$23.25
		$3,315.87	$3,482.27	$3,655.60	$3,839.33	$4,030.00
		$39,790.40	$41,787.20	$43,867.20	$46,072.00	$48,360.00
19	Distribution and Collections Officer II	$21.12	$22.17	$23.28	$24.45	$25.67
		$3,660.80	$3,842.80	$4,035.20	$4,238.00	$4,449.47
		$43,929.60	$46,113.60	$48,422.40	$50,856.00	$53,393.60
23	Plant Operator I	$23.31	$24.47	$25.70	$26.98	$28.33
		$4,040.40	$4,241.47	$4,454.67	$4,676.53	$4,910.53
		$48,484.80	$50,897.60	$53,456.00	$56,118.40	$58,926.40
25	Administrative Services Specialist	$24.49	$25.71	$27.00	$28.35	$29.77
	(Former Development Support Specialist/Accountant)	$4,244.93	$4,456.40	$4,680.00	$4,914.00	$5,160.13
		$50,939.20	$53,476.80	$56,160.00	$58,968.00	$61,921.60
27	Plant Operator II	$25.73	$27.02	$28.37	$29.78	$31.27
		$4,459.87	$4,683.47	$4,917.47	$5,161.87	$5,420.13
		$53,518.40	$56,201.60	$59,009.60	$61,942.40	$65,041.60

City of Angels Camp

Miscellaneous Salary Schedule for 2021/2022 Fiscal Year (No COLA Included)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
29	Police Administrative Services Manager	$27.03	$28.38	$29.80	$31.29	$32.86
		$4,685.20	$4,919.20	$5,165.33	$5,423.60	$5,695.73
		$56,222.40	$59,030.40	$61,984.00	$65,083.20	$68,348.80
31	Plant Operator III	$28.40	$29.82	$31.31	$32.88	$34.52
		$4,922.67	$5,168.80	$5,427.07	$5,699.20	$5,983.47
		$59,072.00	$62,025.60	$65,124.80	$68,390.40	$71,801.60

CITY OF ANGELS
CITY COUNCIL

Resolution #21-50

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS, ADOPTING THE CITY OF ANGELS EMPLOYEE'S ASSOCIATION (MISCELLANEOUS) MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Angels Employee's Association members have met and conferred; and

WHEREAS, the Association has approved the attached 3-year Memorandum of Understanding expiring on June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approve the Memorandum of Understanding between the City and the City of Angels Employee's Association as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 2nd day of November 2021, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Alvin Broglio
Mayor

ATTEST:

_____
Rose Beristianos
City Clerk

City of Angels Council Meeting

NOVEMBER 2, 2021 **CONSENT AGENDA - D**

Approval of the Contract Extension with Interwest Consulting Services for a Period of Three (3) Months Expiring March 31, 2022, with Direction to Issue a Request for Proposals for Consideration of a Contract Building Official and Inspection Services with an Additional Task for Code Enforcement Services- Melissa Eads, City Administrator

CITY HALL

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

DATE: October 19, 2021

TO: City Council

FROM: Melissa Eads, City Administrator

RE: **APPROVE A THREE (3) MONTH CONTRACT EXTENSION BETWEEN THE CITY OF ANGELS AND INTERWEST CONSULTING GROUP, INC AND ALLOW A CITY OPTION FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS FOR BUILDING AND RELATED SERVICES AT AN ANNUAL COST NOT TO EXCEED $80,000 UNLESS OTHERWISE AUTHORIZED**

RECOMMENDATION

Staff recommends that the City Council approve Resolution 21-46 contracting with Interwest Consulting Group, Inc. (Interwest) through March 2022 at an annual cost not to exceed $80,000 unless otherwise authorized. Staff further seeks direction to issue a Request for Proposals for said services inclusive of code enforcement services.

BACKGROUND/DISCUSSION

On December 18, 2018, the City Council awarded a contract to Interwest Consulting Group, Inc. for Building and Code Enforcement duties for the remainder of the fiscal year plus two one-year extensions.

Interwest was contacted regarding the proposed renewal and reported that it has operated at a cost over the term of its contract ranging between $80,000 and $85,000 annually and recommended that the City adopt an annual contract amount of $85,000. This would represent an increase of $5,000 annually for the contract. Given the reduced number of single-family residential units being constructed, staff requested that Interwest maintain its current contract level of $80,000 annually and Interwest agreed. Tasks beyond the normal scope of work require issuance of a Task Order by the City.

FISCAL IMPACT

The cost of the contract is $80,000 annually. 90% of the contract cost comes from the General Fund. The remainder of the contracted services are paid as follows: 8% from the Water Fund, and 1% each from TOT Roads and Sewer Fund. Last FY, more than $280,200 was generated through Building Fees. More than $102,000 was generated in building permit fees, with approximate impact mitigation fees collected totaling: $5,500 for parks, $34,600 for road impact fees for capital road improvements, $37,000 for sewer capital impact fees, and $35,000 for water capital impact fees The contracted duties associated with plan review and inspections) based on building fees collected, are generally "revenue neutral". Costs reasonably associated with code enforcement and building related issues addressing water, sewer and roads (e.g., encroachments) are paid through Water, TOT Roads and the Sewer Fund. Those violations that are not in these categories may require payment from the general fund. With the adoption of the City's new administrative citation process, some funds may be generated to offset some enforcement costs.

ATTACHMENTS

A. Resolution 21-46
B. Interwest Contract with **Attachment A** (Scope of Work)

CITY OF ANGELS
CITY COUNCIL
Resolution 21-46

A RESOLUTION CONTRACTING WITH INTERWEST CONSULTING GROUP, INC. (INTERWEST) FOR FY 21/22 AND ALLOWING A CITY OPTION FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS FOR BUILDING AND RELATED SERVICES THROUGH JULY 1, 2024

WHEREAS, the City of Angels hired Interwest on December 18, 2018 to provide City Building Inspection and Code Enforcement services and duties as identified in **Attachment A** to the City and allowing for two, one-year extensions; and

WHEREAS, Interwest's contract expired June 30, 2021 without further options for renewal; and

WHEREAS, Interwest has provided satisfactory building and related services to the City throughout the term of Interwest's contract; and

WHEREAS, the City desires that Interwest continue providing building and related services to the City;

NOW, THEREFORE, BE IT RESOLVED that: The City Council hereby:

A. Contrats with Interwest through July 1, 2022, under the same terms and conditions as provided in **Attachment A** including provisions allowing the City the option for up to two additional one-year extensions of the contract through July 1, 2024

B. Establishes payment in an amount not to exceed $80,000 annually except as otherwise provided in **Attachment A**

PASSED AND ADOPTED this 2nd day of November 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Alvin Broglio, Mayor

ATTEST:

_____
Rose Beristianos, City Clerk

Attachment A
(Interwest Consulting Group, Inc. Contract)

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

This Agreement is made and entered into as of the 2nd day of November 2021 by and between the CITY OF ANGELS, a municipal corporation ("City") and Interwest Consulting Group ("Consultant").RECITALS:

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:
"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue for a period of one year with the City's option for two, one-year extensions.

3. Compensation. Compensation to be paid Consultant shall be as described in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed $80,000 per fiscal year without additional written authorization from the City. Of this amount, an estimated $5,000 is identified for plan review services. Payment by qty under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

   a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

   b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement fora minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

   c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices inthis Agreement.

   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-namedofficers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services

hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant.· City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

14. Indemnity, Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a courtdetermines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as

necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall, procure and maintain, for the duration of the contract, the following insurance policies:

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work *to* be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000} on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced incoverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personallyor sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of Angels
200 Monte Verda, Suite B
P.O. Box 667
Angels Camp, CA 95222
Attention: Melissa Eads, City Administrator

If to Consultant:
Interwest Consulting Group1
613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Attention: Ron Beehler

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

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by bothConsultant and City and approved as to form by the City special counsel.

19. Assignment-and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company orperson, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violationof this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF ANGELS

BY: _____
Melissa Eads, City Administrator

ATTEST:

_____
Rose Beristianos, City Clerk

APPROVED AS TO FORM:

_____
Douglas White, City Attorney

INTERWEST CONSULTING GROUP

BY: _____
Ron Beehler, Principle

Exhibit 'A'

SCOPE OF WORK

Serving as On-Call Contract Building Official, Inspector and Code Enforcement, Provide the City with professional services and dedicated personnel to perform the following: provide as needed services including plan review, inspections for building, permit technician services, code enforcement and Building Official services. All staff utilized by consultant shall be properly and appropriately certified for all work assigned as per California Health and Safety Code CHAPTER 7. Construction Inspectors, Plans, Examiners,and Building Officials (18949-25-18949.31)

1. Provide inspect ion services to assure that construction complies with approved plans and is in compliancewith adopted codes, policies, and procedures
2. Perform inspections on construction projects to confirm that all aspects of work such as building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation and disabled access requirements, including all local and state requirements
3. Provide the services of a Certified Accessibility Specialist
4. Participate in reviews with technical consultants, health and other governments agency inspectors, City staff and owners
5. Assist in the coordination of job site conferences with technical consultants, engineers, architects, owners, and subcontractors to review project requirements and clarify or resolve questions or problems prior to commencing work .
6. Prepare inspection notices of noncompliance on incorrect construction methods or materials found during inspection; confer with contractors or representatives regarding construction methods and procedures as they relate to compliance with plans and specifications
7. Maintain records of non-compliance items and follow up to achieve resolution of such items. Record all significant construction related act ivies and events such as work completed to provide a chronological andfactual history of inspection on assigned projects
8. Inspect buildings alleged to be substandard, unsafe, or unsightly to ensure the timely compliance with building codes and other ordinances and regulations or the demolition of such structures
9. Be available during emergency or natural disaster
10. Investigate, review, and respond to complaints of possible ordinance violations
11. Prepare reports of conditions for referral to proper authorities and prepare notices of violations
12. Interview property owners, business owners and residents concerning violations and other code enforcement matters
13. Provide information regarding compliance with property maintenance standards, land use. Signs, group home and business tax related ordinances
14. Issue citations for violation of the Municipal Code
15. Assist the City in prosecuting violators' proceedings including preparation of files for criminal and or civil code complaints and providing court testimony

Billing Rate

Interwest Consulting Group proposes the following fees for the various plan review and building inspection services:

- *Complete Building Department plan review services - 75% of the plan review fee per the current fee schedule adopted by the City*
- *Structural only plan review services - 50% of the plan review fee per the current fee schedule adopted by the City*
- *OSHPD3 plan review services - Hourly fee using the Schedule of Hourly Billing Rates below*
- *CASp plan review services - Hourly fee using the Schedule of Hourly Billing Rates below*
- *CASp inspection services - Hourly fee using the Schedule of Hourly Billing Rates below*
- *Fire plan review services - Hourly fee using the Schedule of Hourly Billing Rates Below*
- *Partial Reviews, preliminary reviews, foundation only, revisions to approved drawings, deferred submittals, etc. - Hourly fee using the Schedule of Hourly Rates Below*
- *Special Projects - Fees for special projects such as expedited projects, very large projects or city owned projects can be negotiated on a project by project basis.*
- *There is no charge for courier or shipping services*
- *Building inspection services - Hourly fee using the Schedule of Hourly Billing Rates below*

FEE STRUCTURE FOR PERSONNEL

The rates displayed in the fee schedule below reflect Interwest's current billing rates for hourly services.

CLASSIFICATION	HOURLY BILLING RATE
Building Safety Services	
Certified Building Official (On-Call)	$125
Certified Building Official (On-Site)	$135
Senior Structural Engineer	$130
Licensed Plan Review Engineer	$125
Senior Plan Review Architect	$125
ICC Certified Plans Examiner	$95
CASp	$105
ICC Building Inspector	$85-90
Permit Technician	$65
Code Enforcement Officer	$80
Fire Protection Engineer	$145
Fire Marshal	$110
ICC Fire Plans Examiner/Inspector	$95
Administrative	$55-65

FREE PICK UP & DELIVERY

There is no charge for courier or shipping services.

CAVEATS

- Interwest will provide a qualified Certified Building Official/Building Inspector on site per a negotiated weekly schedule provided the weekly schedule includes full 8-hourdays.
- For "on call" building inspection services there will be a 4-hour minimum charge for each day inspection services are provided. Charges will include travel time and mileage to and from our Elk Grove, CA office plus mileage while performing on site building inspections. 24 hours noticed will be required.
- For "on call" Certified Building Official services phone calls for up to one hour per week will not be chargeable. Site visits will be charged at the hourly rate referenced above. This includes travel time to and from our Elk Grove Office. No hourly minimum will be charged.
- Mileage utilized on site while providing services will be charged at the current IRS vehicle mileage rate.
- Weekend, holiday, and after-hours inspections will be charged at 140% of the Standard Hourly Billing Rates listed above.
- For all other "on call" services listed above there will be a 4-hour minimum for each day requested services are provided which includes time and mileage to and from our Elk Grove, CA office plus mileage while performing these services. 24 hours noticed will be required.

City of Angels Council Meeting

NOVEMBER 2, 2021 **CONSENT AGENDA - E**

Authorization to Execute the Letter of Engagement with Citygate and Associates for Completion of Strategic Planning and Reevaluation of the City Financial and Organizational Assessment Completed in 2018 with Direction to Execute a Professional Services Agreement in an Amount Not to Exceed $60,000. - Melissa Eads, City Administrator.

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

DATE: November 2, 2021

TO: City Council

FROM: Melissa Eads, City Administrator

RE: **AUTHORIZATION TO EXECUTE A LETTER OF ENGAGEMENT AND DIRECTION TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CITYGATE AND ASSOCIATES IN A NOT TO EXCEED AMOUNT OF $60,000 FOR STRATEGIC PLANNING.**

RECOMMENDATION

It is recommended that the City Council enter into agreement with Citygate and Associates for the update and development of a 5-year strategic plan in an amount not to exceed $60,000.

BACKGROUND

The City approved the allocation of funds to support the phase II study with the adoption of the fiscal year 2021-2022 budget.

Citygate completed the phase I report in November 2018. The work generated a 5-year plan in which the City will soon be four (4) years into. With the changes in council leadership, Staff recommends a reassessment of City finances and organization structure in order to determine effects of implementation of initial plan recommendations. Staff further recommends the consultants engage council members in a strategic planning process to identify current goals and objectives necessary to develop the next 5-year implementation plan.

The results of Citygate's efforts have stabilized City resources and staffing, though not yet sustainable, this process of engagement with Citygate can continue to support staff and council in charting a direction necessary to address critical needs on still very limited resources.

DISCUSSION

Citygate has proposed a Scope of Work that meeting the objectives a proposed by Staff. The project is within the projected budgeted amount. The timeline may be amended upon project initiation.

FINANCIAL IMPACT

The Council approved the budget item on July 2021.

ATTACHMENTS

Contract

CITYGATE ASSOCIATES, LLC

600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

October 13, 2021

Melissa Eads, City Administrator
City of Angels
Melissaeads@angelscamp.gov

RE: PROPOSAL TO PROVIDE STRATEGIC PLANNING AND FACILITATION ASSISTANCE TO THE CITY OF ANGELS

Dear Ms. Eads:

Citygate Associates, LLC (Citygate) is pleased to have previously served the City of Angels (City) with an Organizational Review and Budget Stabilization Study as well as a Financial Action Plan in Response to COVID-19. Citygate is proud to recognize the City as one of our more than 300 local government agencies successfully served.

In response to your recent request, Citygate is pleased to present our proposal to provide strategic planning and facilitation assistance. Our proposal is based on the following scope of work, which you have previously reviewed. This brief engagement letter provides you with an overview of the project scope, project schedule, Project Team, and costs.

PROPOSED PROJECT SCOPE AND WORK PLAN

This project scope for this engagement will encompass two phases, with the option for a third phase.

Phase 1

The purpose of Phase 1 is to share information with the City Council regarding City finances, operations, and staff and typical Council roles. Phase 1 is expected to set the stage for Phase 2, a more in-depth discussion and development of a detailed five-year strategic plan to help the Council identify priority areas and for staff to understand the Council's and community's vision, priorities, and expectations and develop specific goals to facilitate implementation of the plan. Phase 1 is scheduled to be completed prior to January 31, 2022.

Phase 1 Components

The components of Phase 1 are as follows:

- Conduct staff interviews to gauge morale, determine prior Citygate report recommendation status, and identify issues. There will be no individual interviews with Councilmembers.
- Review and analyze current fiscal condition of City and identify and analyze, on a high level, current opportunities and challenges.
- Conduct face-to-face half-day or full-day meeting with Council and staff. The objectives and structure of this meeting would be:
  - An introduction to Citygate.
  - The completion and presentation of a Citygate report, which would include a review and update on the prior Citygate report, including status of recommendations, an update of fiscal condition and current issues, and a comparison of prior and current fiscal health.
  - A presentation to the Council regarding best practices in municipal policy setting and the role of strategic planning.
  - The completion of a general team building exercise with Council and staff to identify ways to improve interaction and to identify and effectively address issues (transparency, public interaction, staff morale, etc.). The potential structure would include:
    - Having department heads make a brief presentation of what their department performs. Citygate will establish an outline that departments can follow as they focus on the top three issues their department is facing and potential ways to address these issues from a staff perspective.
    - A general brainstorming exercise to identify Council priorities/goals based on Council desires. This is to obtain a general understanding of Council desires and will be revised/expanded based on results of a community survey conducted in Phase 2 of this project.
  - A presentation to the Council outlining the general framework for the development of a five-year strategic plan to be completed in the next phase of the project. Per the Government Finance Officers Association, strategic planning is a comprehensive and systematic management tool designed to help organizations assess the current environment, anticipate and respond

appropriately to changes in the environment, envision the future, increase effectiveness, develop commitment to the organization's mission, and achieve consensus on strategies and objectives for achieving that mission. Strategic planning is also an industry best practice. The basic components of a strategic plan are as follows:

- Community input and feedback
- Staff input and feedback
- Establishment of vision and mission statements
- Identification of goals and objectives
- Identification of tasks and responsibility assignments to achieve goals and objectives
- Monitoring of task completion and necessary revision identification process
- Periodic updating of progress.

➢ Discussion of benefits to the City of the development of a formal five-year strategic plan. Examples include:

- Allows the City to be proactive rather than reactive
- Sets up a consistent sense of direction for Council and staff, which can improve morale
- Increases operational efficiency and budget effectiveness
- Improves durability of the City.

➢ Establish timeline for completion of Phase 2, which includes development of a five-year strategic plan.

Phase 2

The purpose of Phase 2 will be to build on work accomplished in Phase 1 to complete a formal five-year strategic plan for the City. Phase 2 is scheduled to be completed prior to April 30, 2022.

Phase 2 Components

The components of Phase 2 are as follows:

◆ Prepare a report for presentation to Council which would include a review of items identified in Phase 1.

- Complete community and staff surveys to help develop Council priorities via identification of issues/priorities for presentation to Council.
- Conduct a second full-day face-to-face meeting with Council and staff to include:
  - Reporting on the results of Phase 1 activity and community and staff surveys.
  - Assisting Council and staff with development of a five-year strategic plan via completion of a strategic planning exercise with Council, public, and staff to develop Citywide vision and mission statements, goals and objectives, metrics, tasks, task assignments and timelines, and monitoring/reporting processes.
  - Completing a five-year strategic plan document.
  - Establishing a timeline and items that would be completed in Phase 3 if the option is selected.

Phase 3 (Optional)

The focus of Phase 3 would be to assist the City to develop strategies to achieve the more complicated goals and objectives identified. Phase 3 would likely be completed prior to July 31, 2022.

CITYGATE CONSULTANT TEAM

Citygate's Project Team for this engagement includes the following experienced consultants, two of whom also served on Citygate's Project Team for our prior engagements with the City of Angels.

Andrew Green, MBA, Local Government Finance Specialist / Project Manager

Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. During his career, Mr. Green has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from $70 million to $680 million. He developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a $10 million General Fund operating deficit to a $5 million General Fund operating surplus. Mr. Green has extensive experience with all aspects of the operations of a municipal finance department, including, but not limited to, financial reporting/accounting and analysis, accounts payable/receivable, debt issuance/management, payroll, investments, business licensing, risk management, purchasing, grant management, labor

relations, and budgeting. Additionally, Mr. Green has developed and implemented finance department strategic plans in a number of jurisdictions. He has also served on many government finance organizations, including California Society of Municipal Finance Officers Chapter Co-chair, League of California Cities Employee Relations Department representative, and the State of Nevada Committee on Local Government Finance committee member. Mr. Green assisted with Citygate's Organizational Review and Budget Stabilization Study for the City of Angels and led the development of the Financial Action Plan in Response to COVID-19.

Mr. Green will serve as Project Manager and primary point of contact, providing day-to-day management of the project, including detailed planning and scheduling of tasks, preparation of work products, and coordination of project consultants. He will conduct interviews, perform high-level and detailed analyses, facilitate Council sessions, and coordinate with City leadership to ensure strong project communication and successful completion of all project deliverables.

Stephanie DeWolfe, MRED, Local Government Specialist and Analyst

Stephanie DeWolfe is a local government leader with more than 30 years of experience crafting creative solutions to achieve community vision. She is known for driving innovative outcomes and seeking balance among diverse stakeholders. Her career spans both community development and city management, having extensive experience in both fields. She recently retired as City Manager with the City of South Pasadena, and previously held the positions of Deputy City Manager and Community Development Director for the City of West Hollywood. She also held a variety of titles during more than 20 years with the City of Pasadena, including Acting Assistant City Manager, Deputy Planning Director, and Assistant to the City Manager. In each position, Ms. DeWolfe focused on organizational effectiveness, communication, and community engagement as her primary tools to achieve the goals of the city council and community. She successfully led a variety of complex public projects over the years ranging from an award-winning citywide organizational effectiveness program to a comprehensive general plan update, to creative economic development initiatives, to communication strategies for ballot initiatives. She also served as a commissioner on the Pasadena Planning Commission for five years, gaining valuable perspective from the role of a volunteer advisory body. Ms. DeWolfe earned a master's degree in Real Estate Development (MRED) from the University of Southern California, a bachelor's degree in Urban and Regional Planning from Michigan State University, and a professional certificate in Public Relations from the University of California Los Angeles.

Ms. DeWolfe will assist with all facets of the project, including conducting interviews, preparing for and facilitating Phase 1 and 2 Council meetings, and preparing reports.

Jane Chambers, MPA, ICMA-CM, Senior Local Government Specialist

Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chambers' 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in the full-service urban, suburban, and rural communities of Burbank, Daly City, San Bruno, Sunnyvale, and Ukiah, California, and Burnsville, Minnesota. Ms. Chambers served as City Manager of Ukiah, California, for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale, California, and recently again provided interim support to the City Manager's office in Sunnyvale during its permanent Deputy City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, agency staff, and community stakeholders identify and achieve desired goals in complex financial and operational environments, as well as operational and service delivery experience in parks and recreation, economic and community development, housing, human resources, public works, water, sewer, and solid waste. Ms. Chambers is an ICMA Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade, and she earned a master of public administration degree from UCLA and an undergraduate degree in political science from California State University, Northridge.

Ms. Chambers will assist with conducting interviews, preparing for and facilitating the Phase 1 Council meeting, and preparing reports.

Vijay Singhal, MBA, Local Government Financial Specialist

Mr. Singhal has 25 years of experience in financial and organizational management in the public sector and 13 years of related experience in the private sector. He recently retired as the Principal Deputy Controller for the City of Los Angeles, California, where he made numerous process improvements and identified more than half a billion dollars in financial opportunity to help programs and services. As the CEO of the City of Baldwin Park, California, Mr. Singhal successfully steered the City from impending financial crisis, reduced costs, and increased the General Fund cash balance. He implemented numerous initiatives and programs to reduce crime and improve public safety, resident quality of life, and the performance of numerous City programs and services. As Finance Director and Interim City Manager for the City of Barstow, California, Mr. Singhal helped improve the City's financial condition and the performance of City programs and services. His ability to establish collaborations resulted in successful passage of a

ballot measure to increase the City's transient occupancy tax, the merger of an independent park district with the City, and successful negotiations for construction of a hospital. Mr. Singhal has a master's degree in Business Administration from the University of La Verne.

Mr. Singhal will assist with conducting interviews, preparing for and facilitating Phase 1 and 2 Council meetings, and preparing reports.

David DeRoos, MPA, CMC, Citygate President

Mr. DeRoos has over 30 years of experience as a consultant to local government, preceded by five years as an assistant to a City Administrator. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and holds a master's degree in public administration from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the State and Local Government Consulting Division of Ernst & Young.

Mr. DeRoos is responsible for ensuring the engagement is conducted smoothly and efficiently within the schedule and budget allocated and that deliverables meet Citygate's and the client's quality standards.

PROPOSED COSTS

Citygate prefers to perform work on projects such as this on a time-and-materials, not-to-exceed cost basis. We do not believe our clients' interests are well served with a pre-conceived solution or a fixed-cost approach.

Our charges are based on **actual time** spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. As such, we will undertake Phases 1 and 2 of this assessment for a "not-to-exceed" total cost of **$60,000** based on our proposed project Work Plan and schedule.

The price quoted is effective for 60 days from the date of receipt of this proposal and includes one draft review cycle of the Phase 1 and 2 project reports, to be reviewed by the City within 14 calendar days of the City receiving draft documents. Additional draft review cycles or processing delays requested by the City would be billed in addition to the contracted amount at Citygate's time and materials rates. When changes are agreed upon, Citygate will provide final documents in reproducible PDF.

Standard Hourly Billing Rates

Classification	Hourly Rate	Consultant
Citygate President	$250	David DeRoos
Local Government Financial Specialist / Project Manager	$215	Andrew Green
Local Government Specialist and Analyst	$195	Stephanie DeWolfe
Senior Local Government Specialist	$225	Jane Chambers
Local Government Financial Specialist	$195	Vijay Singhal
Report Project Administrator	$135	Various
Administrative Support	$95	Various

Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), and a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. Once we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by direct deposit, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to offset our start-up costs. This advance would be credited to our last invoice.

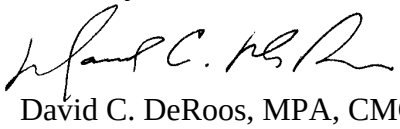
* * *

Thank you for the opportunity to submit this proposal and once again serve the fine City of Angels.

If this proposal is acceptable, you can sign acceptance on the following page, or forward a standard consultant contract for us to complete.

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California, at (916) 458-5100, extension 101, or via email at **dderoos@citygateassociates.com** if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Andrew Green, Project Manager

Acceptance of Citygate's proposal and terms:

Name	Signature
Title	Date

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - A**

Approval of Resolution No. 21-37, The City of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories, Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan, and Recommended Greenhouse Gas Emission Reduction Thresholds for the City of Angels in Compliance with State Law- Amy Augustine, Planning Director.

ANGELS CAMP CALIFORNIA

PLANNING DEPARTMENT

CITY OF ANGELS **PO Box 667,** 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

DATE: November 2, 2021

TO: City Council

FROM: Amy Augustine, AICP – City Planner

RE: **ADOPT RESOLUTION 21-37 THE *CITY OF ANGELS COMMUNITY WIDE AND GOVERNMENT OPERATIONS 2018 GREENHOUSE GAS EMISSIONS INVENTORIES*, *CALAVERAS COUNTY WILDFIRE GREENHOUSE GAS EMISSIONS REDUCTION PLAN*, AND RECOMMENDED GREENHOUSE GAS EMISSION REDUCTION THRESHOLDS FOR THE CITY OF ANGELS IN COMPLIANCE WITH STATE LAW**

RECOMMENDATION

Adopt Resolution 21-37 adopting the *City of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories*, *Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan*, and recommended Greenhouse Gas Emission Reduction thresholds for the City of Angels in compliance with current state law.

BACKGROUND

The Calaveras Council of Governments (CCOG) has been overseeing an effort to create a Greenhouse Gas Inventory (Phase 1) and Greenhouse Gas Community Action Plan (Phase II) for the City of Angels and Calaveras County. Phase 1 includes an inventory of emissions based on best available data. Phase 1 was completed in late September and the resulting inventory is presented here for Council review (See www.angelscamp.gov bottom of home page). Adopting Phase 1 (the inventory) and thresholds does not "lock" the City into recommended mitigation measures for reducing Greenhouse Gas emissions in compliance with state law. It provides a baseline for Phase II.

Phase II includes drafting a Community Action Plan to identify measures to assist the City and new development in meeting statewide requirements to reduce greenhouse gas emissions, if necessary. Pursuant to the California Environmental Quality Act, new developments must assess their impacts and, if necessary, propose measures to reduce greenhouse gas emissions before they are approved. Public outreach and stakeholder input will occur in conjunction with Phase II. Before Phase II can progress; however, the City must adopt a "goal" or threshold for reducing greenhouse gas emissions to guide the Phase II effort. Staff recommends that the threshold adopted be consistent with state law.

To assist in this planning effort, the CCOG, in partnership with Calaveras County and the City of Angels, hired the Sierra Business Council in association with Rincon and Harris Consulting to prepare the inventories and action plan. The Sierra Business Council will present a summary of the findings of the Greenhouse Gas inventories and answer any questions. Based on the study findings, and pursuant to the recommendation of the City of Angels Planning Commission pursuant to PC Resolution 21-19 adopted October 14, 2021, staff is recommending that the City Council adopt state-mandated greenhouse gas reduction thresholds as follows:

40% below 1990 levels by 2030 and carbon neutrality by 2045

How the City might achieve these state mandated reduction goals will be determined in Phase II and is subject to further City and community review and input.

Benefits to the City of adopting the inventory and establishing thresholds are as follows:

CITY OF ANGELS PO Box 667, 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

- **Facilitate Development**
  New developments subject to environmental review involving preparation of a mitigated negative declaration pursuant to the California Environmental Quality Act often must prepare air quality and greenhouse gas studies. These studies can cost $15,000± and take approximately 2-3 months' time (when an available consultant can be found). Once prepared, a determination of whether projected project emissions are or are not significant is left to the consultant to determine. Because the City of Angels does not have an adopted standard, the consultant must turn to other jurisdictions for guidance. Similarly, should mitigation be required, developers are not provided with consistent measures to offset emissions (which, in turn, hampers new development from determining overall project costs).

  The Phase II Community Action Plan to be prepared based on the inventory provided here will provide guidance on mitigation measures, provide a screening tool tailored to the City of Angels to determine whether a greenhouse gas study is required, if emission generation will be "significant" and require offsetting measures, and will provide measures that may be implemented to off-set any significant emissions generated. It is standard practice for local jurisdictions to adopt a Community Action Plan to guide developers. Many jurisdictions allow developers to undertake their own greenhouse gas emission studies rather than use local tools; however, cost and time savings realized by developers generally result in the developers using locally adopted plans and/or screening tools.

- **Compliance with State Law/ Avoid successful lawsuits**
  As noted, projects requiring preparation of a mitigated negative declaration pursuant to the California Environmental Quality Act must address the following: Would the project:

  a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
  b) Conflict with an applicable plan, policy or regulation adopted for the purposes of reducing the emissions of greenhouse gases?

  The lack of an adopted standard to address significance of an impact can increase the cost of new development and/or slow environmental review while individual studies are undertaken. Should the project garner opposition for any reason, a lawsuit challenging the project will look for the "weakest link" in the environmental document. Lawsuits against projects in jurisdictions without adopted greenhouse gas emission thresholds and without community action plans addressing greenhouse gas reductions will often find that the lawsuit will focus on climate (whether or not climate is the issue of contention related to the project).

- **Grant opportunities**
  Many state grants are tied to greenhouse gas emission reductions either all or in part. The availability of the inventory included here can assist in securing funds for the City from those grants. For example, the Government Operations emissions inventory found that "The largest contributor to government operations emissions in the inventory is the vehicle fleet (41%), which includes on-road and off-road vehicle emissions." Should grant funds become available for replacing city vehicles, the inventory would support grant applications tied to reducing greenhouse gas emissions.

CITY OF ANGELS **PO Box 667,** 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

ENVIRONMENTAL FINDINGS

Adoption of baseline inventory and a preliminary threshold recommendation is required for the preparation of the Community Action Plan (CAP). Adoption of the CAP will be subject to CEQA review.

ATTACHMENTS:

Planning Commission Resolution 21-19

www.angelscamp.gov (bottom of home page) for: *City of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories*, *Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan*

City Council Resolution 21-37

CITY OF ANGELS
PLANNING COMMISSION

RESOLUTION NO. 21-19

RECOMMENDING THE CITY COUNCIL ADOPT *THE CITY OF ANGELS COMMUNITY WIDE AND GOVERNMENT OPERATIONS 2018 GREENHOUSE GAS EMISSIONS INVENTORIES, CALAVERAS COUNTY WILDFIRE GREENHOUSE GAS EMISSIONS REDUCTION PLAN*, AND RECOMMENDED GREENHOUSE GAS EMISSION REDUCTION THRESHOLDS FOR THE CITY OF ANGELS

WHEREAS, the City of Angels Planning Commission is directed by Angels Municipal Code Section 17.85.020 to develop and maintain a comprehensive, long-term general plan for the physical development of the Angels planning area as provided by the California Planning and Zone Law; develop such specific plans as may be necessary or desirable; conduct studies 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, comfort, convenience and general welfare; and

WHEREAS, California Planning and Zoning Law requires that new development and the City assess and evaluate the need and identify methods to reduce greenhouse gas emission in accordance with state laws; and

WHEREAS, City staff has been working with the Calaveras Council of Governments, Calaveras County, and the Sierra Business Council throughout a planning process to inventory emissions in the City to establish a baseline; and

WHEREAS, Phase 1 planning efforts have produced *The City Of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories* and *The Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan*; and

WHEREAS, Before proceeding with Phase II to prepare a Community Action Plan addressing mechanisms to reduce greenhouse gas emissions, if necessary, in accordance with state mandates, the City must first review and adopt the baseline inventory of emissions and establish a reduction threshold goal for reducing emissions; and

WHEREAS, the Planning Commission considered the item in an advisory capacity on October 14, 2021, and received public input on the proposed inventories and recommended thresholds; and

WHEREAS, the proposed changes are necessary to comply with state law and assist in facilitating new development;

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council that it:

1. Adopt *the City of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories,*
2. *Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan*,
3. Adopt a recommended greenhouse gas emission reduction thresholds for the City of Angels of 40% below 1990 levels by 2030 and carbon neutrality by 2045 to guide development of a community action plan

And, in accordance with the City Standards and State Law, directs staff to provide this recommendation of the planning commission and supporting findings to the City Council in writing within thirty days.

The foregoing resolution was introduced and moved for adoption on October 14, 2021, by Commissioner _____ and being duly seconded by Commissioner _____.
PASSED AND ADOPTED THIS 14th day of October, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____
John Broeder, Chairman

Jennifer Preston,
Deputy City Clerk - City of Angels

CITY OF ANGELS
CITY COUNCIL

Resolution 21-37

ADOPTING THE *CITY OF ANGELS COMMUNITY WIDE AND GOVERNMENT OPERATIONS 2018 GREENHOUSE GAS EMISSIONS INVENTORIES*, *CALAVERAS COUNTY WILDFIRE GREENHOUSE GAS EMISSIONS REDUCTION PLAN*, AND RECOMMENDED GREENHOUSE GAS EMISSION REDUCTION THRESHOLDS FOR THE CITY OF ANGELS IN COMPLIANCE WITH STATE LAW

WHEREAS, California Planning and Zoning Law requires that new development and the City assess and evaluate the need and identify methods to reduce greenhouse gas emission in accordance with state laws; and

WHEREAS, City staff has been working with the Calaveras Council of Governments, Calaveras County, and the Sierra Business Council for more than one year to inventory emissions in the City to establish a baseline; and

WHEREAS, Phase 1 planning efforts have produced *The City Of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories* and *The Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan*; and

WHEREAS, the City of Angels Planning Commission held a duly noticed public hearing on October 14, 2021, and adopted PC Resolution 21-19 recommending that the City Council adopt these documents, and a greenhouse gas reduction thresholds consistent with state law; and

WHEREAS, before proceeding with Phase II to prepare a Community Action Plan addressing mechanisms to reduce greenhouse gas emissions in accordance with state mandates, if necessary; the City must first review and adopt these documents and establish a greenhouse gas reduction threshold goal;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Angels hereby adopts and establishes:

1. *The City of Angels Community Wide and Government Operations 2018 Greenhouse Gas Emissions Inventories*
2. *Calaveras County Wildfire Greenhouse Gas Emissions Reduction Plan*, and
3. Greenhouse gas emission reduction thresholds for the City of Angels of 40% below 1990 levels by 2030 and carbon neutrality by 2045 to guide development of a community action plan

PASSED AND ADOPTED this 2nd day of November 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Alvin Broglio, Mayor

ATTEST:

_____

Rose Beristianos, City Clerk

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - B**

Approval of Resolution No. 21-47, Amending the General Plan to Incorporate, by Reference, the Adopted Calaveras County Multi-Jurisdictional Hazard Mitigation Plan into the General Plan Safety Element. The Document is Available on the City's Website www.angelscamp.gov -Amy Augustine, Planning Director

ANGELS CAMP CALIFORNIA

PLANNING DEPARTMENT

CITY OF ANGELS PO Box 667, 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

DATE: November 2, 2021

TO: City Council

FROM: Amy Augustine, AICP – City Planner

RE: RESOLUTION 21-47 INCORPORATING THE CALAVERAS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN BY REFERENCE INTO THE GENERAL PLAN SAFETY ELEMENT

RECOMMENDATION

Adopt Resolution 21-47 incorporating, by reference, the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) into the General Plan Safety Element.

BACKGROUND

The City of Angels City Council adopted the *Calaveras County Multi-Jurisdictional Hazard Mitigation Plan* (www.angelscamp.gov) on October 5, 2021, per Council Resolution 21-36 (Attachment A).

State law (AB 2140) further requires that local jurisdictions adopt MJHMPs by reference into the safety element of the general plan. General Plan amendments require approval by both the Planning Commission and the City Council by resolution. Planning Commission Resolution 21-20 was passed October 14, 2021, recommending to the City Council that it incorporate the MJHMP into the General Plan, by reference.

Attachment C provides the proposed language in the General Plan Safety Element that incorporates, by reference, the MJHMP.

The MJHMP is on the city's website at www.angelscamp.gov (go to the bottom of the home page).

ANALYSIS

Pursuant to Angels Municipal Code 17.90.040, a general plan amendment requires the following findings be made:

1. The amendment is consistent with the City of Angels Municipal Code; and
2. The proposed change or amendment is consistent with the City of Angels General Plan; and
3. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the City.

The plan is not incorporated into the Municipal Code and does not affect the municipal code. Therefore, the proposed amendment is consistent with the Municipal Code and Finding 1 can be made.

General Plan 2020 includes the following implementation programs:

6.A.a Prepare an Emergency Operations Plan and Local Hazard Mitigation Plan for the City

6.A.b Continue to Participate in the Preparation and Implementation of the County/City Hazard Management Plan

Incorporating the updated MJHMP into the general plan specifically implements these two general plan implementation programs consistent with General Plan 2020. Therefore, Finding 2 can be made.

The purpose of the MJHMP is to guide the County, City, and Special District managers in protecting people and property within the County from the effects of natural disasters and hazard events making City residents less vulnerable to future hazard events, demonstrating the communities' commitment to reducing risks from hazards, and serving as a tool to help decision makers direct mitigation activities and resources. The current update meets federal requirements for updating hazard mitigation plans on a five-year cycle. Because the purpose of the proposed amendment is protecting the health, safety and general welfare of the City; Finding 3 can be made.

ENVIRONMENTAL FINDINGS
See Attachment A.

ATTACHMENTS:

A. City Council Staff Report/Resolution 21-36 adopting MJHMP
B. Planning Commission Resolution 21-20
C. Proposed General Plan Amendment – Chapter 6 Safety Element, page VI-2
D. MJHMP – See www.angelscamp.gov (bottom of home page) for: *The Calaveras County Multi-Jurisdictional Hazard Mitigation Plan*
E. City Council Resolution 21-47 with Proposed General Plan Amendment

CITY OF ANGELS **PO Box 667,** 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

ATTACHMENT A
CITY COUNCIL ADOPTION CALAVERAS COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN
STAFF REPORT AND RESOLUTION

ANGELS CAMP CALIFORNIA

PLANNING DEPARTMENT

CITY OF ANGELS **PO Box 667,** 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

DATE: October 5, 2021

TO: City Council

FROM: Nathan Pry, Fire Marshal/Deputy Fire Chief

RE: **RESOLUTION 21-36 ADOPTING THE CALAVERAS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

RECOMMENDATION
Staff recommends approving the resolution adopting the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

BACKGROUND
The City of Angels, in cooperation with Calaveras County and the Murphys Sanitary District (MSD), recently completed an update of the 2015 MJHMP which expired November 28, 2020.

The MJHMP guides County, City, and Special District managers in protecting people and property within the County from the effects of natural disasters and hazard events. These planned actions make Calaveras County and its residents less vulnerable to future hazard events, demonstrates the communities' commitment to reducing risks from hazards, and serves as a tool to help decision makers direct mitigation activities and resources. The current update meets federal requirements for updating hazard mitigation plans on a five-year cycle.

Hazards facing the City, County, and MSD were assessed and ranked (**Table 1**).

Six primary goals were identified:

Goal 1: Minimize risk and vulnerability of the community to the impacts of natural hazards and protect lives and reduce damages and losses to property, economy, and environment in Calaveras County.

Goal 2: Provide protection for critical facilities, infrastructure, utilities and services from hazard impacts.

Goal 3: Improve public awareness, education, and preparedness for hazards that threaten our communities.

Goal 4: Increase communities' capabilities to be prepared for, respond to, and recover from a disaster event.

Goal 5: Maintain FEMA Eligibility/Position the communities for grant funding.

Goal 6: Reduce exposure to High Hazard Dams that pose an unacceptable risk to the public.

Table 1: Hazards Assessed

Hazard Risk Assessment				
Hazard Ranking	**Hazard**	**Extent**	**Probability of Future Occurrences**	**Risk Ranking**
1	Wildfire	Catastrophic	Highly Likely	High
2	Drought	Limited	Likely	High
3	Severe Weather – Extreme Heat	Critical	Likely	High
4	Climate Change	Critical	Likely	Serious
5	Severe Weather – Winter Storms & Extreme Cold	Critical	Likely	Serious
6	Severe Weather – High Wind	Critical	Likely	Serious
6	Severe Weather – Tornado	Critical	Likely	Serious
7	Flooding	Critical	Likely	Serious
8	Debris Flow - Landslide	Critical	Likely	Serious
8	Debris Flow - Avalanche	Critical	Likely	Serious
8	Debris Flow - Mud Flows	Critical	Likely	Serious
8	Debris Flow - Erosion	Critical	Likely	Serious
9	Dam Failure	Limited	Likely	Moderate
10	Earthquake	Negligible	Unlikely	Moderate
11	Land Subsidence (Sinkhole)	Critical	Likely	Moderate
12	Volcano	Negligible	Unlikely	Low

Proposed mitigations and programs were identified to help meet identified goals as stated in the MJHMP including potential funding sources for the mitigations, responsible agencies, and timelines for completion. Those most directly affecting the City of Angels include:

MU-14 Develop and Conduct a Multi-Hazard Seasonal Public Awareness Program
MU-15 Develop and Conduct a Household Disaster Preparedness Program
Communication System Enhancements
MU-6 Updated Local Mitigation, Disaster Recovery, and All Hazards Planning Codes*
WF-12/ MU-9 Private Property Owner Small Grant Mitigation Projects
WF-7/LS-3/ MU-13/ F-17 Community All Hazards Safety Evacuation Route Mitigation*
F-20/ER-5 Protecting and Restoring Natural Flood Mitigation Features
ER-1/ER-2/WF-1 Map & Assess Water Delivery System Vulnerability to Erosion
WF-6 Retrofit At-Risk Structures with Ignition- Resistant Materials
WF-7 Create Defensible Space Around Structures and Infrastructure
WF-8 Conduct Maintenance to Reduce Wildfire Risk

WF-9 Implement a Fuels Management Program
WF-10 Participate in Firewise Program
WF-11 Increase Wildfire Risk Awareness
WF-12 Educate Property Owners about Wildfire Mitigation Techniques
WW-6/ SW-7 Severe Weather Education for Vulnerable Populations
WW-2/WW-4 Reduce Impacts to Infrastructure and Roadways

Grant applications to implement several of these mitigations have been submitted as follows:

Application	Purpose	Entity	Status
Masticator grant	Reduce fuel loads	City of Angels	Not awarded
Community All Hazards Safety Evacuation Route Mitigation	Identify evacuation routes	Calaveras COG	Awarded
Updated Local Mitigation, Disaster Recovery, and All Hazards Planning Codes	Bring city codes into compliance with state law, best management practices, eliminate conflicts	City of Angels	Application submitted
Reduce Impacts to Infrastructure and Roadways	Repair, rehabilitate Booster Way sewer line, Vallecito Road water line	City of Angels	Application submitted

ENVIRONMENTAL FINDINGS
The adoption of the Multi-Jurisdictional Hazard Mitigation Plan is statutorily exempt from the California Environmental Quality Action pursuant to Section 15262 which states that CEQA does not apply to a project involving only feasibility or planning studies for potential future actions which the agency, board, or commission has not approved, adopted, or funded.

FISCAL IMPACT
Plan adoption will qualify the City of Angels to apply for grant funding to implement identified mitigations.

ATTACHMENTS
Resolution 21-36
Calaveras County Multi-Jurisdictional Hazard Mitigation Plan - http://angelscamp.gov/

CITY OF ANGELS
CITY COUNCIL
Resolution No. 21-36

A RESOLUTION
ADOPTING THE CALAVERAS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS the City of Angels recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS the U.S. Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS the Disaster Mitigation Act made available hazard mitigation grants to state and local governments;

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS the County of Calaveras, the City of Angels Camp, and the Murphys Sanitary District fully participated in the FEMA-prescribed mitigation planning process to prepare this multi-jurisdictional hazard mitigation plan; and

WHEREAS the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body;

WHEREAS the City of Angels Camp desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan;

WHEREAS adoption by the governing body for the City of Angels Camp, demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Jurisdictional Hazard Mitigation Plan.

WHEREAS adoption of this legitimacies the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels Camp adopts the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan as an official plan; and

BE IT RESOLVED that the City of Angels Camp intends to adopt the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan by reference into the safety element of their general plan in accordance with the requirements of AB 2140, and

BE IT FURTHER RESOLVED, the City of Angels Camp will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirements of AB 2140.

The foregoing resolution was duly passed and adopted this 5th day of October 2021 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Alvin Broglio, Mayor

ATTEST:

_____
Rose Beristianos
City Clerk

ATTACHMENT B
PLANNING COMMISSION RESOLUTION OF INTENT 21-20
ADOPTING MJHMP /INCORPORATING BY REFERENCE INTO GENERAL PLAN

CITY OF ANGELS
PLANNING COMMISSION

RESOLUTION NO. 21-20

RECOMMENDING THE CITY COUNCIL INCORPORATE THE CALAVERAS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN BY REFERENCE INTO THE GENERAL PLAN SAFETY ELEMENT

WHEREAS, the City of Angels Planning Commission is directed by Angels Municipal Code Section 17.85.020 to develop and maintain a comprehensive, long-term general plan for the physical development of the Angels planning area as provided by the California Planning and Zone Law; develop such specific plans as may be necessary or desirable; conduct studies 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, comfort, convenience and general welfare; and

WHEREAS, the City of Angels City Council adopted the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) on October 5, 2021, pursuant to Council Resolution 21-36; and

WHEREAS, pursuant to state law, AB 2140 (California Government Code Sections 8685.9 and 65302), the MJHMP must also be incorporated into the general plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 14, 2021, and received public input on the proposed general plan amendment; and

WHEREAS, the proposed general plan amendment is necessary to comply with state law and assist in facilitating the health, safety and general welfare of the community;

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council that it incorporate, by reference, the MJHMP into the General Plan 2020 Safety Element based on the following findings:

1. The amendment is consistent with the City of Angels Municipal Code; and
2. The proposed change or amendment is consistent with the City of Angels General Plan; and
3. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the City.

And, in accordance with the City Standards and State Law, directs staff to provide this recommendation of the planning commission and supporting findings to the City Council in writing within thirty days.

The foregoing resolution was introduced and moved for adoption on October 14, 2021, by Commissioner _____ and being duly seconded by Commissioner _____.
PASSED AND ADOPTED THIS 14th day of October, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____
John Broeder, Chairman

_____
Jennifer Preston,
Deputy City Clerk - City of Angels

ATTACHMENT TO PC RESOLUTION 21-20
General Plan Amendment

6. Public Safety

The snow lay deep on the Sierras, and every mountain creek became a river, and every river a lake. Each gorge and gulch was transformed into a tumultuous watercourse that descended the hillsides, tearing down giant trees and scattering its drift and debris along the plain. Red Dog had been twice under water, and Roaring Camp had been forewarned. 'Water put the gold into them gulches,' said Stumpy. 'It's been here once and will be here again' And that night the North Fork suddenly leaped over its banks, and swept up the triangular valley of Roaring Camp.

The Luck of Roaring Camp
Francis Bret Harte (1836–1902)

Requirements

The Safety Element is a required element of the general plan. Pursuant to the California Government Code Section 65302(g), the purpose of the Safety Element is to protect the community from unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; and subsidence, liquefaction and other seismic or geologic hazards known to the city. The element also must address flooding, and wild land and urban fires.

The Safety Element must include mapping of known seismic and other geologic hazards, address evacuation routes, military installations, peak load water supply requirements, and minimum road widths and clearances around structures as those items relate to identified fire and geologic hazards.

The element must be prepared after consultation with the Department of Conservation, Division of Mines and Geology (now the California Geological Survey) and the Office of Emergency Services. Prior to adoption, the Safety element must be submitted to the California Geological Survey along with technical studies used in developing the element.

February 3, 2009

Issues and Opportunities

Emergency/Disaster situations that could affect Angels Camp include:

- Geological Hazards (earthquakes, unstable slopes, collapsing mines, dissolving limestone, erosive soils, volcanic activity)
- Floods
- Hazardous Materials
- Fire
- Interruption or Contamination of Water Supply
- Transportation Accidents
- Severe Weather
- Agricultural Disasters
- Radiological Incidents
- Civil Disturbances
- Interruptions or Failures of Utilities or Other Infrastructure

Incorporation by Reference

In accordance with Government Code Sections 8685.9 and 65302, the City of Angels does hereby incorporate by reference, and make a part of this general plan, the *Calaveras County Multi-Jurisdictional Hazard Mitigation Plan*, as follows, and as may be amended:

2021. Preparative Consulting. *Calaveras County Multi-Jurisdictional Hazard Mitigation Plan*. In partnership with the City of Angels (Angels Camp) and Murphys Sanitary District.

ATTACHMENT E
CITY COUNCIL RESOLUTION 21-47

CITY OF ANGELS
CITY COUNCIL

RESOLUTION NO. 21-47

INCORPORATING THE CALAVERAS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN BY REFERENCE INTO THE GENERAL PLAN SAFETY ELEMENT

WHEREAS, the City of Angels City Council adopted the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) on October 5, 2021, pursuant to Council Resolution 21-36; and

WHEREAS, pursuant to state law, AB 2140 (California Government Code Sections 8685.9 and 65302), the MJHMP must also be incorporated into the general plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 14, 2021, and received public input on the proposed general plan amendment and adopted Resolution 21-20 recommending that the City Council incorporate the MJHMP into the City General Plan Safety Element by reference; and

WHEREAS, the proposed general plan amendment is necessary to comply with state law and assist in facilitating the health, safety and general welfare of the community;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Angels incorporate, by reference, the MJHMP into the General Plan 2020 Safety Element per Attachment A based on the following findings:

1. The amendment is consistent with the City of Angels Municipal Code; and
2. The proposed change or amendment is consistent with the City of Angels General Plan; and
3. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the City.

PASSED AND ADOPTED this 2nd day of November 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Alvin Broglio, Mayor

ATTEST:

_____
Rose Beristianos, City Clerk

ATTACHMENT TO CC RESOLUTION 21-47
General Plan Amendment

6. Public Safety

The snow lay deep on the Sierras, and every mountain creek became a river, and every river a lake. Each gorge and gulch was transformed into a tumultuous watercourse that descended the hillsides, tearing down giant trees and scattering its drift and debris along the plain. Red Dog had been twice under water, and Roaring Camp had been forewarned. 'Water put the gold into them gulches,' said Stumpy. 'It's been here once and will be here again' And that night the North Fork suddenly leaped over its banks, and swept up the triangular valley of Roaring Camp.

The Luck of Roaring Camp
Francis Bret Harte (1836–1902)

Requirements

The Safety Element is a required element of the general plan. Pursuant to the California Government Code Section 65302(g), the purpose of the Safety Element is to protect the community from unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; and subsidence, liquefaction and other seismic or geologic hazards known to the city. The element also must address flooding, and wild land and urban fires.

The Safety Element must include mapping of known seismic and other geologic hazards, address evacuation routes, military installations, peak load water supply requirements, and minimum road widths and clearances around structures as those items relate to identified fire and geologic hazards.

The element must be prepared after consultation with the Department of Conservation, Division of Mines and Geology (now the California Geological Survey) and the Office of Emergency Services. Prior to adoption, the Safety element must be submitted to the California Geological Survey along with technical studies used in developing the element.

February 3, 2009

Issues and Opportunities

Emergency/Disaster situations that could affect Angels Camp include:

- Geological Hazards (earthquakes, unstable slopes, collapsing mines, dissolving limestone, erosive soils, volcanic activity)
- Floods
- Hazardous Materials
- Fire
- Interruption or Contamination of Water Supply
- Transportation Accidents
- Severe Weather
- Agricultural Disasters
- Radiological Incidents
- Civil Disturbances
- Interruptions or Failures of Utilities or Other Infrastructure

Incorporation by Reference

In accordance with Government Code Sections 8685.9 and 65302, the City of Angels does hereby incorporate by reference, and make a part of this general plan, the *Calaveras County Multi-Jurisdictional Hazard Mitigation Plan*, as follows, and as may be amended:

2021. Preparative Consulting. *Calaveras County Multi-Jurisdictional Hazard Mitigation Plan*. In partnership with the City of Angels (Angels Camp) and Murphys Sanitary District.

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - C**

Approval of the Reallocation of Capital Improvement Funds within Fiscal Year 2021-2022 Budget for the Murphys Grade Road Water Line Replacement- Dave Richards, City Engineer.

ANGELS CAMP
CALIFORNIA

CITY HALL

CITY OF ANGELS PO Box 667, 584 S.Main St., Angels Camp, CA 95222 P: (209) 736-2181 F: (209) 736-0709

DATE: **October 25, 2021**

TO: **City Council**

FROM: **Melissa Eads, City Administrator**

RE: **REALLOCATION OF CAPITAL IMPROVEMENT FUNDS WITHIN FISCAL YEAR 2021-2022 BUDGET FOR WATER MAIN REPLACEMENT WITHIN MURPHYS GRADE ROAD**

RECOMMENDATION:

It is recommended that the City Council consider the following pertaining to the Fiscal Year 2021-2022 budget and the Murphys Grade Road Sidewalk and Infill Project.

1) Authorize the reallocation of capital improvement funds within the Fiscal Year 2021-2022 budget from the Sewer Line Replacement Phase 2 Gardner Lane/Easy Street Project and the Water System Upgrade, Phase 2 SR-49 Project to water line replacement within Murphys Grade Road.

2) Authorize the City Administrator to approve supplemental work and change orders within the Murphys Grade Road Sidewalk and Infill Project for water line replacement within Murphys Grade Road.

BACKGROUND:

During construction of the Murphys Grade Road Sidewalk and Infill Project, an existing 6-inch water distribution pipeline has been found to be in conflict with proposed storm drainage improvements on Murphys Grade Road. The condition of the existing Transite (asbestos cement) pipeline is poor based on the results of potholing and exposure of the line. Because of the pipeline age and poor condition, there are concerns that nearby underground construction could undermine the integrity of the pipeline and lead to potential failure. Limited relocation of the waterline was anticipated and included in the bid documents for the Murphys Grade Road Sidewalk and Infill Project. However, a more extensive waterline relocation is proposed to minimize conflicts with the planned storm drain piping and to improve water service to the area. Replacement of the 6-inch water line with an 8-inch water line with re-connection of water services is recommended consistent with the 2013 Water Master Plan. Water line replacement within Murphys Grade Road is identified as a future capital improvement project within the 2013 Water Master Plan. Because funding for water line improvements in Murphys Grade Road beyond the minimal water line relocations in the Murphys Grade Road Sidewalk and Infill Project was not included in the Fiscal Year 2021-2022 budget, shifting of funding from other water/wastewater projects is required.

For reference, capital improvement funds within the approved Fiscal Year 2021-2022 budget included the following:

- Sewer Line Replacement Phase 2, Gardner Lane/Easy Street Project: $115,000
- Water System Upgrade Phase 2, SR-49 Project: $75,000

No funding for either of these projects have been expended to date. Deferring construction on the Sewer Line Replacement Phase 2 and the Water System Upgrade Phase 2 to a future fiscal year would create $190,000 in available funding for water line replacement in Murphys Grade Road.

FISCAL IMPACT:

Water and sewer capital improvements are funded in the approved Fiscal Year 2021-2022 annual budget for Sewer Line Replacement Phase 2, Gardner Lane/Easy Street Project and Water System Upgrade Phase 2, SR-49 Project for a total amount of $190,000. In lieu of constructing these projects within the current fiscal year, funding would be shifted to water line replacement in Murphys Grade Road. Expenditures for water line replacement in Murphys Grade Road would not exceed $190,000 resulting in no net impact to the current City budget.

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - D**

Approval of the Reallocation of Capital Improvement Funds within the Fiscal Year 2021-2022 Budget for Road Rehabilitation- Jennifer Maxwell, City Engineer.

ANGELS CAMP
CALIFORNIA

CITY HALL

CITY OF ANGELS PO Box 667, 584 S.Main St., Angels Camp, CA 95222 P: (209) 736-2181 F: (209) 736-0709

DATE: **November 2, 2021**

TO: **City Council**

FROM: **Jennifer Maxwell, City Engineer**

RE: **REALLOCATION OF CAPITAL IMPROVEMENT FUNDS WITHIN FISCAL YEAR 2021-2022 BUDGET FOR ROAD REHABILITATION OF MURPHYS GRADE ROAD**

RECOMMENDATION:

It is recommended that the City Council approve the following pertaining to the Fiscal Year 2021-2022 budget and the Murphys Grade Road Sidewalk and Infill Project.

1) Authorize the reallocation of $130,000 Road Maintenance and Rehabilitation Funds (RMRA) programmed for Fiscal Year 2021-2022 from the Biennial Pavement Rehabilitation 2022 Project to Murphys Grade Road Sidewalk and Infill Project.

2) Authorize the City Administrator to approve supplemental work and change orders within the Murphys Grade Road Sidewalk and Infill Project for pavement rehabilitation of Murphys Grade Road.

BACKGROUND:

With the available grant funding for Murphys Grade Road Sidewalk and Infill Project (Project), microsurfacing of Murphys Grade Road was included in the Project. Microsurfacing is a thin layer of emulsion and sand applied over the existing roadway. However, the pavement is too cracked for microsurfacing to be effective. The roadway requires areas to be dug out and recompacted to provide a good surface.

Furthermore with the trenching that will be required for the proposed water line replacement would also decrease the durability of the existing roadway. Providing a cape seal or full overlay will provide for a uniform (and uncut) new surface. This will also make the new striping and loop detectors in Murphys Grade Road at SR 49 more durable and extend the life of these improvements included in the project.

The first priority of the Biennial Pavement Rehabilitation projects was on the City's collector streets. Murphys Grade and Dogtown Road are classified as collector roads. It was hoped that the Murphys Grade Road Sidewalk and Infill Project would be able to address the pavement needs so the new funds programmed for Dogtown Road. However, with the condition of Murphys Grade Road, it is proposed to move the funds from Dogtown to Murphys Grade and postpone Dogtown to the next biennial pavement project in 2024.

Therefore it is recommended by staff to:

- Transfer $130,000 of Road Maintenance and Rehabilitation Funds (RMRA) from the Biennial Pavement Rehabilitation 2022 Project to Murphys Grade Road Sidewalk and Infill Project.

- Delete the Biennial Pavement Rehabilitation 2022 Project from the CIP

- Revise the project description of the Biennial Pavement Rehabilitation 2024 Project to include Dogtown Road

- Authorize the City Administrator to approve supplemental work and change orders within the Murphys Grade Road Sidewalk and Infill Project for pavement rehabilitation of Murphys Grade Road.

FISCAL IMPACT:

In lieu of constructing Biennial Pavement Rehabilitation 2022 Project within the current fiscal year, funding would be transferred to Murphys Grade Road. Expenditures for road rehabilitation of Murphys Grade Road would not exceed $130,000 resulting in no net impact to the current City budget.

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - E**

Approval of the City of Angels Speed Survey with Direction to Adopt Proposed Speed Limit Changes as Identified- Rebecca Neilon, City Engineer.

ANGELS CAMP CALIFORNIA

ENGINEERING DEPARTMENT

CITY OF ANGELS **PO Box 667,** 200 B Monte Verde Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

DATE: October 25, 2021

TO: City Council

FROM: Rebecca Neilon, Engineering Department

RE: **ADOPTION OF SPEED LIMITS**

RECOMMENDATION:

Staff recommends prioritization next year of Citywide speed surveys and installation of corresponding regulatory signs.

BACKGROUND:

To enforce speed limits, the City needs to establish speed limits based on the California Manual for Setting Speed Limits. This manual identifies the procedure for basing the posted speed on the 85th percentile speed of vehicles during a speed survey. The 85th percentile is the speed that 85 percent of drivers will drive at or below under free-flowing conditions. Most people don't drive according to the posted speed limit. Instead they drive the speed that feels appropriate. The visual factors that influence speeds can include:

- Lane and shoulder configurations and widths
- Presence of vertical and horizontal curves
- Sight distance and obstructions
- Presence of surrounding developments to the roadway

The California State Legislature sets in place the regulations for California Speed limits. California Vehicle Code (CVC) places these regulations into the language used primarily for enforcement purposes. Various jurisdictions have responsibility for roadways throughout California, including the responsibility to set speed limits on these roadways according to the standards and procedures established by Caltrans. The setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. By following a uniform procedure, agencies can establish uniform speed limits throughout the state and avoid influence from political pressure or emotional perceptions.

Any deviation of speed limits upward or downward from these limits must be justified with an Engineering & Traffic Study (E&TS). The ETS evaluates travel speeds, traffic volumes, collision history, and roadside conditions. Speed limit determinations rely on the premise that a reasonable speed limit conforms to the actual behavior of the majority of drivers. Speed limits set by E&TS are set to the nearest 5 mph increment of the 85th percentile speed. It is the travel speed that the State and the Court system determine to be a safe and reasonable speed to maintain public confidence and command voluntary compliance of the greater majority of motorists. Speed limits set arbitrarily below the "critical speed" identified through an E&TS are generally considered a speed trap, as defined in the CVC, and are not defensible in the Court system.

CITY OF ANGELS PO Box 667, 200 B Monte Verde Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

The CVC requires that all speed zones, other than those set by statute, be updated with a new ETS every seven years or following a significant change to roadway conditions, traffic conditions, adjacent land uses, etc. If an E&TS is conducted within the seven-year period, it will ensure the validity of the speed limit, and allows the use of radar enforcement by the police department. Without a timely and valid E&TS, a traffic citation could be deemed the product of a "speed trap" by the Court system and would not be enforceable.

DISCUSSION

The City of Angels Camp completed speed surveys for seven roadway segments in 2018 using a pole-mounted Traffic Data Recorder. Once the data is downloaded, the manufacture provided software calculates the appropriate 85th percentile speed per the California Manual for Setting Speed Limits.

The radar recorder was set up to collect data on Wednesdays and Thursdays. These days allow the recorder to collect the free-flowing data for the roads and not have any outside influence on traffic, such as weekend vacationers or event goers. The events and weekend travelers are not considered a true representation of the normal flow of cars traveling, but instead have many variables that attract them. The overall goal is to collect the data of the everyday travelers that use the roads.

The following table Presents the 85th percentile speed and suggested posted speed limits for the study segments:

Segment	85th Percentile (mph)	Suggested Posted Speed (mph)	# of new Signs Needed for Enforcement
Angel Oaks Drive	37	35	4
Dogtown Road	37	35	6
Gardner Lane (Dogtown to Casey St)	33	35	2
Greenhorn Creek Road	39	40	6
Murphys Grade Road	40	40 (25 in School Zone)	7
Stockton Road: Main Street to Monte Verde	34	35	2
Stockton Road: Monte Verde to Angel Oaks	40	40	5
Vallecito Road: By Firehouse	47	45	4
Vallecito Road: By Rolleri Bypass	57	55	2

Upon completing these speed surveys, the City's police department reviewed the results and recommended minor reductions. Along with the Police Department recommendations, several members of the public have requested further reductions in speed limits along these roadways. The California Manual for Setting Speed limits includes provisions for lowering the speed limits by 5 mph based on site-specific justifications which must be documented in the E&TS. The requests to futher lower the speed limits and fiscal impact of installing new regulatory signs has delayed adoption of the speed limits presented above.

CITY OF ANGELS PO Box 667, 200 B Monte Verde Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

Staff recommends prioritizing speed surveys in the 2022/23 annual budget. With that task, the City will hire a firm that specializes in setting speed limits, including documentation of appropriate reductions where warranted. Upon completion of the speed surveys, the City will need to hire a contractor to install regulatory speed limit signs at locations required for enforcement.

FISCAL IMPACT

City staff will need to manage both contracts. The estimated cost for this work is:

- Speed Survey Firm: $20,000
- Sign Installation: $60,000
- Staff Management Time: $5,000
- TOTAL TASK COST: $95,000 (with 10% contingencies) *This excludes the costs for community outreach which can be estimated upon request*

ATTACHMENTS

- None

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - F**

Approval of Resolution No. 21-48, Amending the General Plan Land Use Tables 1-5 (General Plan and Zoning Consistency), and 1-9 (Density, Intensity and Design Standards), and Associated Test for Consistency with Angels Municipal Code- Amy Augustine, Planning Director

ANGELS CAMP CALIFORNIA

PLANNING DEPARTMENT

CITY OF ANGELS PO Box 667, 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

DATE: November 2, 2021

TO: City of Angels City Council

FROM: Amy Augustine, AICP – City Planner

RE: **RESOLUTION 21-48 AMENDING THE GENERAL PLAN LAND USE ELEMENT TABLE 1-5 (GENERAL PLAN AND ZONING CONSISTENCY), TABLE 1-9 (DENSITY, INTENSITY AND DESIGN STANDARDS), AND ASSOCIATED TEXT FOR CONSISTENCY WITH THE ANGELS MUNICIPAL CODE**

RECOMMENDATION:
Adopt Resolution 21-48.

BACKGROUND:
The City adopted General Plan 2020 on February 3, 2009. General Plan Land Use Element Table 1-5 identifies those zoning districts consistent with each general plan land use designation. Table 1-9 identifies the land use density and intensity standards and, to a certain extent, design standards. In conjunction with the City's comprehensive code update, the need for certain "new" zoning districts under the general plan was eliminated through use of conditional use permits and related mechanisms. Input gained through public hearings further refined the types of zoning districts necessary to implement the general plan. The proposed changes to Tables 1-5 and 1-9 (and their accompanying text) are being undertaken to ensure consistency between adopted and pending code changes and the general plan.

On October 14, 2021, the City of Angels Camp Planning Commission adopted Resolution of Intent 21-21 recommending to the City Council adoption of the proposed general plan amendments.

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

Finding A: The proposal conforms with the City's General Plan and Municipal Code

The proposed amendments will implement portions of the following general plan programs:

2.B.a ***Undertake a Comprehensive Update to the City of Angels Municipal Code***
Initiate a comprehensive update of the City of Angels Municipal Code to incorporate changes identified in the Housing Element, for internal consistency and for consistency with the general plan.

The comprehensive code update necessary to bring the Angels Municipal Code in compliance with the general plan resulted in changes triggering the need for refinements to the general plan for consistency. With these

CITY OF ANGELS **PO Box 667,** 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

changes, the general plan and approved and pending changes to the City of Angels Municipal Code will conform with each other and Finding A can be made.

Finding B: The proposed changes or amendments will not be substantially detrimental to the health, safety, or general welfare of the City.

The proposed changes are clerical in nature. Therefore, they will not be detrimental to the health, safety, or general welfare of the City and Finding B can be made.

Other Findings: General Plan 2020 Program 1.A.d provides Guidelines for General Plan Amendments. Program 1.A.d addresses changes to the General Plan Land Use Map. This proposal includes textual changes to the General Plan and does not alter the General Plan Land Use Map and does not change any individual land use designation. Therefore, this program is inapplicable to the proposed text amendment.

ENVIRONMENTAL FINDINGS:

Pursuant to the state guidelines for implementing the California Environmental Quality Act (CEQA), the proposed revision to the City's General Plan is exempt from further review, because the impacts associated with the proposed text changes or resulting from them are within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan.

ATTACHMENTS:

A. Planning Commission Resolution 21-21
   Exhibit A: Table 1-5, Table 1-9, and Related General Plan Text Amendments
B. City Council Resolution 21-48

CITY OF ANGELS
PLANNING COMMISSION

RESOLUTION NO. 21-21
RESOLUTION OF INTENT 21-21 RECOMMENDING TO THE CITY COUNCIL AMENDING THE GENERAL PLAN LAND USE ELEMENT TABLE 1-5 (GENERAL PLAN AND ZONING CONSISTENCY), TABLE 1-9 (DENSITY, INTENSITY AND DESIGN STANDARDS), AND ASSOCIATED TEXT FOR CONSISTENCY WITH THE ANGELS MUNICIPAL CODE

WHEREAS, the City of Angels Planning Commission is charged with updating and maintaining the City's general plan, and;

WHEREAS, changes to the General Plan Land Use Element Tables 1-5 (land use and compatible zoning) and Table 1-9 (land use density, intensity standards and design standards) and the accompanying text as identified in Exhibit A are necessary for consistency with recent code amendments approved by the Planning Commission and City Council; and

WHEREAS, at a duly noticed public hearing the Planning Commission heard and considered public input on the proposed changes;

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Angels hereby recommends to the City of Angels City Council adoption of the proposed text change to the General Plan Land Use Element Tables 1-5, 1-9 and associated text as included in **Attachment A** based on the following findings:

1. The proposal is consistent with the City of Angels Municipal Code.
2. The proposal is consistent with the City of Angels General Plan
3. The proposed changes or amendments will not be substantially detrimental to the health, safety, or general welfare of the City.
4. Pursuant to the state guidelines for implementing the California Environmental Quality Act (CEQA), the proposed revision to the City's General Plan is exempt from further review because the impacts associated with the proposed text changes or resulting from them are within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan.

The foregoing resolution was introduced and moved for adoption October 14, 2021, by _____and duly seconded by Commissioner _____.

PASSED AND ADOPTED THIS 14th day of October, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
John Broeder, Chairman

ATTEST:

_____
Jennifer Preston, Deputy City Clerk - City of Angels

ATTACHMENT A to Resolution 21-21

Table 1-5
General Plan Land Use Designations &
Compatible Title 17 Zoning Classifications
City Limits and Sphere of Influence

General Plan Designation	Compatible Zoning
~~**RM:** Resources Management~~	~~**RM:** Resources Management~~ ~~**OS:** Open Space~~ ~~**P: (Public)**~~ ~~**:P3 (Public Private Partnership)**~~
~~**PR:** Parks & Recreation~~	~~**REC**: Parks, Recreation~~ ~~**P:** Public~~ ~~**RM:** Resources Management~~ ~~**OS:** Open Space~~ ~~**:P3 (Public Private Partnership)**~~
RR: Rural Residential	**RE-5:** Residential Estate, five acre minimum **P:** Public **OS**: Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~ :RM Resources Management Combining
RE: Residential Estate	**RE-1:** Residential Estate, one acre minimum RE-5: Residential Estate, five acre minimum ~~**RE-2:** Residential Estate, two acre minimum~~ ~~**RE-3:** Residential Estate, three acre minimum~~ **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~ :RM Resources Management Combining
SFR: Single-family residential	**R-1:** Single-family residential **R-1~~/~~:GHC**: Single-family residential: Greenhorn Creek Combining District **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~
MDR: Medium density residential	**R-2:** Medium-density residential R-1: Single-family residential ~~**RC:** Residential Cottage /a/~~ **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~
HDR: High density residential	**R-3:** High-density residential ~~**RC:** Residential Cottage /a/~~

Table 1-5

General Plan Land Use Designations & Compatible Title 17 Zoning Classifications City Limits and Sphere of Influence

General Plan Designation	Compatible Zoning
	P: Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~
HC: Historic Commercial	**HC:** Historic Commercial **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~
CC: Community Commercial	**CC:** Community Commercial ~~**VC:** Visitor-Serving Commercial~~ **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~
SC: Shopping Center Commercial	**SC:** Shopping Center Commercial ~~**VC:** Visitor-Serving Commercial~~ **P**: Public **:P3** ~~(~~Public Private Partnership Combining~~)~~ **OS:** Open Space
SP: Special Planning	**SP**: ~~Specific~~ Special Planning ~~Plan~~ (20 acres or greater) ~~**PD:**~~ **:SP** Special Planning Combining District ~~Planned Development~~ (less than 20 acres) **SP** and/or **:SP** may be used in combination with any other zoning district provided the underlying general plan land use designation is SP ~~**SP/R-1:** Specific Plan, Single-family residential~~ ~~**SP/R-2:** Specific Plan, Medium-density residential~~ ~~**SP/R-3:** Specific Plan, High-density residential~~ ~~**SP/CC:** Specific Plan, Community Commercial~~ ~~**SP/SC:** Specific Plan, Shopping Center Commercial~~ ~~**SP/VC:** Specific Plan, Visitor-Serving Commercial~~ ~~**PD/R-1**: Planned Development, Single-family residential~~ ~~**PD/R-2:** Planned Development, Medium-density residential~~ ~~**PD/R-3:** Planned Development, High-density residential~~ ~~**PD/CC:** Planned Development, Community Commercial~~ ~~**PD/SC:** Planned Development, Shopping Center Commercial~~ ~~**PD/VC:** Planned Development, Visitor-Serving Commercial~~ **P:** Public ~~**RM:** Resources Management~~ **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~ :RM Resources Management Combining
P: Public and Quasi-Public	**P:** Public **QP:** Quasi Public (may include modifiers; e.g., QP/School; QP/Utility)

Table 1-5

General Plan Land Use Designations & Compatible Title 17 Zoning Classifications City Limits and Sphere of Influence

General Plan Designation	Compatible Zoning
	REC: Parks, Recreation **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~ :RM Resources Management Combining All zoning districts
BAE: Business Attraction & Expansion	~~**LC:** Light Commercial~~ **BAE:** Business Attraction & Expansion **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~ :RM Resources Management Combining
I: Industrial	~~**IND-1:** Light Industrial~~ ~~**IND-2:** Heavy Industrial~~ **IND - Industrial** **P:** Public **OS:** Open Space **:P3** ~~(~~Public Private Partnership Combining~~)~~ :RM Resources Management Combining

Table 1-9
Land Use Density and Intensity Standards, Design Standards
Angels Camp 2020 General Plan (City Limits & Sphere of Influence)

General Plan Land Use Classification	Maximum Population Density per Acre/a/	Dwelling Units (du) per acre /b/	Minimum Parcel Size/n/	Maximum Impervious Surfaces (% of Total Site)	Other
~~Resources Management (RM)~~	~~--~~	~~0 du per 1 acre~~	~~No minimum parcel size~~	~~5% /c/~~	~~--~~
~~Parks & Recreation (PR)~~	~~--~~	~~1 caretaker residence~~	~~No minimum parcel size~~	~~10% /d/~~	~~--~~
Rural Residential (RR)	0.47 person/1 acre	1 du per 5 acres	5 acres	15%	--
Residential Estate (RE)	2.34 persons/1 acre ~~1.17 persons/1 acre~~ ~~0.78 person/1acre~~	1 du per 1 acre /k/ ~~1 du per 2 acres /k/~~ ~~1 du per 3 acres /k/~~	1 acre/k/ ~~2 acres/k/~~ ~~3 acres/k/~~	20% /e/	--
Single-Family Residential (SFR)	14 persons/acre	6 du per 1 acre/b/	7,260 sq. ft. 3,000 sq. ft. /o/	50% /f/	--
Medium Density Residential (MDR)	23.4 persons/acre	10 du per 1 acre/b/	8,725 sq. ft. 3,000 min – 5,000 sq. ft. max /o/	50% /f/	Minimum 15% landscaping
High Density Residential (HDR)	35.1 persons/acre	15 du per 1 acre/b/	8,725 sq. ft. 3,000 min – 5,000 sq. ft. max /o/	60% /g/ 70%/o/	Minimum of 20% landscaping /l/
Historic Commercial (HC)	35.1 persons/acre	15 du per 1 acre/b/	5,000 sq. ft.	100%	--
Community Commercial (CC)	35.1 persons/acre	15 du per 1 acre/b/	5,000 sq. ft.	80%	Minimum 15% landscaping /m/
Shopping Center Commercial (SC)	35.1 persons/acre – 51.48 persons/acre	15 du per 1 acre minimum/b/	10,000 sq. ft.	80%	Minimum 20% landscaping

Table 1-9
Land Use Density and Intensity Standards, Design Standards
Angels Camp 2020 General Plan (City Limits & Sphere of Influence)

General Plan Land Use Classification	Maximum Population Density per Acre/a/	Dwelling Units (du) per acre /b/	Minimum Parcel Size/n/	Maximum Impervious Surfaces (% of Total Site)	Other
		22 du per 1 acre maximum/b/			
Business Attraction and Expansion (BAE)	--	15 du/acre/b/, /p/	10,000 sq. ft.	65%/h/	Minimum 20% landscaping
Industrial (I)	--	1 caretaker residence	10,000 sq. ft.	75%	Minimum 15% landscaping
Special Planning (SP)	Per Specific Plan based on similar land use classification	Per similar land use classification	Per similar land use classification	/i/	/i/
Public and Quasi Public (P)	--	0 du per 1 acre	No minimum parcel size	75%/j/	Minimum 20% landscaping

/a/ "Population density" is the number of residential units permitted on a single parcel multiplied by the "average household size" as determined by the 2000 Census, which equals 2.34 persons per household.

/b/ Higher densities are possible through density bonuses granted for the provision of affordable housing for households of low or very low income in accordance with the general plan.

~~/c/ May be increased to 10% for parcels 5 acres or less in size upon the review and approval of the City of Angels Planning Commission to accommodate minor facilities in support of passive recreational uses that may be compatible with some resource management areas.~~

~~/d/ Impervious surfaces totaling up to 20% may be permitted with review and approval of the City of Angels Planning Commission subject to site specifics, project needs and environmental constraints.~~

/e/ Impervious surfaces totaling up to 40% may be permitted with review and approval of the City of Angels Planning Commission subject to site specifics, project needs and environmental constraints.

/f/ Impervious surfaces totaling up to 60% are permitted for projects providing housing for low or very low income households in accordance with the general plan. Impervious surfaces totaling up to 60% may be permitted with review and approval of the City of Angels Planning Commission subject to site specifics, project needs and environmental constraints.

/g/ Impervious surfaces totaling up to 75% are permitted for projects providing housing for low or very low income households in accordance with the general plan.

/h/ Impervious surfaces totaling up to 75% may be permitted with review and approval of the City of Angels Planning Commission for target industries identified in the city's business attraction and expansion studies subject to site specifics, project needs and environmental constraints.

/i/ A minimum of 30% open spaces (including landscaping, recreational uses without buildings and natural areas) is required for this land use for parcels subject to a Specific Plan. A minimum of 25% open spaces (including landscaping, recreational uses without buildings and natural areas) is required for this land use for parcels not subject to a Specific Plan.

/j/ Public 75% or equal to requirements for adjoining land uses; whichever is less.

/k/ Dependent upon the on-site slopes and opportunities for clustering

/l/ Landscaping may be reduced to 15% with the provision of housing for low or very low income households in accordance with the general plan.

/m/ Landscaping may be reduced to 10% with the provision of housing for low or very low income households in accordance with the general plan.

/n/ Minimum parcel sizes should not be used to determine permitted density for parcels.

/o/ ~~For Residential Cottage (RC) Zoning District only.~~Lot sizes to 3,000 square feet may be permitted for *cottage housing* in accordance with Angels Municipal Code Sections 17.18.030, 17.21.030, 17.24.030

/p/Subject to conditional use permit. Housing may be allowed when site is within approximately ½ mile of existing or potential City employment centers (e.g., schools, shopping centers

General Plan Land Use Classifications

The Angels Camp 2020 General Plan Land Use Map is found in **Map 1A.**

The Angels Camp 2020 General Plan Primary and Secondary Spheres of Influence Map is found in **Map 1B.**

~~**Resources Management (RM)**~~

~~Purposes and Intent~~

- ~~To conserve important areas of scenic, biological or cultural values~~
- ~~To protect the city's residents from natural hazards (e.g., flood zones, fault zones, areas of geological instability)~~

~~Location~~
~~Encompassing areas prone to geotechnical hazards, flooding, important scenic or biological resources, or other significant natural areas. Includes portions of Angels Creek, Six Mile Creek, Cherokee Creek, Greenhorn Creek and Indian Creek (limited recreational use may be permitted along some portions of these creeks).~~

~~Minimum Design Standards~~
~~Generally, development within these areas is limited in order to preserve open areas to protect resources or to avoid natural hazards.~~

- ~~Maximum impervious surfaces: 5%. May be increased to 10% for parcels 5 acres or less in size upon the review and approval of the City of Angels Planning Commission to accommodate minor facilities in support of passive recreational uses which may be compatible with some resource management areas.~~

~~Parks and Recreation (PR)~~

~~Purposes and Intent~~

- ~~To provide for and maintain public and privately-owned parks, recreational and cultural facilities~~
- ~~To protect the semi-rural character of Angels Camp~~

~~Location~~
~~Encompassing the city's existing and planned publicly-owned parks and private parks, recreational and cultural facilities. Includes golf courses, common areas, or similar common-ownership areas maintained within private developments to be used for parks or recreation within those developments. Designation of common areas within private developments is encouraged as a means of clearly identifying planned future common-use facilities to property owners within private developments.~~

~~Minimum Design Standards~~
~~Generally, development within these areas is limited to preserve open areas for recreation or prohibited to avoid natural hazards. Some small, limited development (e.g., bath-rooms, park maintenance facilities, rest stops, snack hut) may occur within this area.~~

- ~~Maximum impervious surfaces: 10%. Impervious surfaces totaling up to 20% may be permitted with review and approval of the City of Angels Planning Commission subject to site specifics, project needs and environmental constraints.~~
- ~~For parcels adjoining or visible from highways, arterials or collectors, project design shall accommodate the provision of street trees.~~

CITY OF ANGELS
CITY COUNCIL

RESOLUTION NO. 21-48

AMENDING THE GENERAL PLAN LAND USE ELEMENT TABLE 1-5 (GENERAL PLAN AND ZONING CONSISTENCY), TABLE 1-9 (DENSITY, INTENSITY AND DESIGN STANDARDS), AND ASSOCIATED TEXT FOR CONSISTENCY WITH THE ANGELS MUNICIPAL CODE

WHEREAS, changes to the General Plan Land Use Element Tables 1-5 (land use and compatible zoning) and Table 1-9 (land use density, intensity standards and design standards) and the accompanying text as identified in Exhibit A are necessary for consistency with recent code amendments approved by the Planning Commission and City Council; and

WHEREAS, at a duly noticed public hearing held October 14, 2021, the Planning Commission heard and considered public input on the proposed changes and recommended to the City of Angels City Council adoption of the proposed changes; and

WHEREAS, at a duly noticed public hearing held November 2, 2021, the City of Angels City Council heard and considered public input on the proposed changes;

NOW, THEREFORE, be it resolved that the City of Angels City Council adopts the proposed text changes to the General Plan Land Use Element Tables 1-5, 1-9 and associated text as included in **Attachment A** based on the following findings:

1. The proposal is consistent with the City of Angels Municipal Code.
2. The proposal is consistent with the City of Angels General Plan
3. The proposed changes or amendments will not be substantially detrimental to the health, safety, or general welfare of the City.
4. Pursuant to the state guidelines for implementing the California Environmental Quality Act (CEQA), the proposed revision to the City's General Plan is exempt from further review because the impacts associated with the proposed text changes or resulting from them are within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan.

PASSED AND ADOPTED this 2nd day of November 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Alvin Broglio, Mayor

ATTEST:

Rose Beristianos, City Clerk

ATTACHMENT to RESOLUTION 21-49
(See Attachment A to PC Resolution 21-21)

City of Angels Council Meeting

NOVEMBER 2, 2021 **REGULAR AGENDA - G**

Introduce and waive the 1st Reading, hold a public hearing, and set November 16, 2021 for the 2nd meeting; Ordinance No. 515 Updating Angels Municipal Code Chapters 17.09 (Definitions) and 17.61 (Accessory Dwelling Units), for Compliance with State Law – Amy Augustine, Planning Director

ANGELS CAMP CALIFORNIA

PLANNING DEPARTMENT

CITY OF ANGELS PO Box 667, 200 B Monte Verda Street, Angels Camp, CA 95222 P: (209) 736-1346 F: (209) 736-9048

DATE: November 2, 2021

TO: City of Angels City Council

FROM: Amy Augustine, AICP – City Planner

RE: ORDINANCE #515 UPDATING ANGELS MUNICIPAL CODE CHAPTERS 17.09 (DEFINITIONS) AND 17.61 (ACCESSORY DWELLING UNITS), FOR COMPLIANCE WITH STATE LAW.

RECOMMENDATION

Introduce Ordinance #515, waive the first reading, hold a public hearing and set November 16, 2021 for a second reading to update Angels Municipal Code Chapters 17.09 (Definitions) and 17.61 (Accessory Dwelling Units) for compliance with state law.

BACKGROUND

Pursuant to Angels Municipal Code (AMC) Section 17.90.020(B), an amendment to the zoning code may be initiated by a Resolution of Intent of the planning commission. The Planning Commission considered and adopted Resolution of Intent 21-22 on October 14, 2021 recommending to the City Council a comprehensive update of the City's accessory dwelling unit code, Chapter 17.61 and further refining applicable definitions of *accessory dwelling unit (ADU)* and *junior accessory dwelling unit (JADU)* in Chapter 17.09 (Definitions).

The proposed changes addressed in state law and included herein include:

- Adding Junior Accessory Dwelling Units (JADUs)
- Clarifying where ADUs and JADUs are allowed by right
- Clarifies that ADU and JADUs must be processed ministerially
- Identifies that ADUs are not automatically permitted in Very High Fire Hazard Severity Zones or in the Historic Commercial zoning district
- Reducing parking and allowing alternative parking configurations (tandem) for Accessory Dwelling Units
- Identifying which fees can, can partially, or cannot be charged for Accessory Dwelling Units and JADUs
- Identifies where setbacks, lot coverage, floor area, and height can and cannot be enforced consistent with the overlying zoning district
- Addresses conversion of existing structures to ADUs
- Address where solar panels and fire sprinklers can or cannot be required

The City received SB2 funds to assist in a comprehensive update of its Municipal Code. The scope of work pursuant to the grant included undertaking a comprehensive code update to improve implementation of the City General Plan Housing Element including an update of the City's Accessory Dwelling Unit regulations.

ANALYSIS

Pursuant to AMC Section 17.90.040, the following findings are required for code amendments:

Finding A: The proposal conforms with the City's General Plan and Municipal Code

The proposed amendments will implement portions of the following general plan programs:

2.B.a ***Undertake a Comprehensive Update to the City of Angels Municipal Code***
Initiate a comprehensive update of the City of Angels Municipal Code to incorporate changes identified in the Housing Element, for internal consistency and for consistency with the general plan.

2.B.d ***Revise the City's Accessory Dwelling Unit Ordinance***
Update the City's Accessory Dwelling Unit (ADU) Ordinance, Chapter 17.61 for compliance with revised state regulations addressed in Government Code Sections 65852.2 including, but not limited to, conversion of identified structures, proportional fees for water service, reduced parking and alternative parking configurations. Considering the addition of "junior accessory dwelling units" in accordance with Government Code Section 65852.22. Consider establishing an ADU application with a short questionnaire to provide supporting documentation that the ADU satisfied the City's Regional Housing Need Assessment goals.

The proposed revisions are necessary to implement these general plan programs and ensure that the municipal code is consistent with the general plan. Therefore, the proposals are consistent with the general plan and municipal code.

Finding B: The proposed changes or amendments will not be substantially detrimental to the health, safety, or general welfare of the City.
The primary purpose of the amendment is to conform with state law. In addition, "ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, friends, students, the elderly, in-home health care providers, people with disabilities, and others. Further, ADUs offer an opportunity to maximize and integrate housing choices within existing neighborhoods."[1] Therefore, the proposed code amendments benefit the general welfare of the City and its people by providing this alternative form of housing.

ENVIRONMENTAL FINDINGS
Pursuant to the state guidelines for implementing the California Environmental Quality Act (CEQA), the proposed code amendments are statutorily exempt from further environmental review pursuant to the state regulations and guidelines for implementing CEQA Section 15282(h) which states that the adoption of an ordinance regarding second units in a single-family or multi-family residential zone to implement provisions of Government Code Sections 65852.1 and 65852.2 as set forth in Public Resources Code Section 21080.17 is exempt from CEQA. Because the proposed ordinance will implement the referenced code sections for accessory dwelling units (i.e., second units), the ordinance is exempt from further environmental review.

ATTACHMENTS:
A. Planning Commission Resolution 21-22 w/ Draft Amended Chapter 17.61 (Accessory Dwelling Units) and 17.09 (Definitions)
B. Ordinance #515 with Attachment A and B

1 California Department of Housing and Community Development. December 2020. Accessory Dwelling Unit Handbook.

ATTACHMENT A

CITY OF ANGELS
PLANNING COMMISSION

RESOLUTION NO. 21-22

RESOLUTION OF INENT RECOMMENDING THE CITY COUNCIL UPDATE ANGELS MUNICIPAL CODE CHAPTERS 17.09 (DEFINITIONS) AND 17.61 (ACCESSORY DWELLING UNITS), FOR COMPLIANCE WITH STATE LAW

WHEREAS, the City of Angels Planning Commission is directed by Angels Municipal Code Section 17.85.020 to develop and maintain a comprehensive, long-term general plan for the physical development of the Angels planning area as provided by the California Planning and Zone Law; develop such specific plans as may be necessary or desirable; conduct studies 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, comfort, convenience and general welfare; and

WHEREAS, the Planning Commission finds that it is to the mutual benefit of the City, the public health, safety and general welfare of the public; necessary for General Plan implementation and consistency with the City of Angels General Plan Housing Element; and

WHEREAS, a notice of public hearing for the proposed action was published September 30, 2021, in the Calaveras Enterprise; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 14, 2021, and received public input on the proposed amendments to the Municipal Code; and

WHEREAS, the proposed changes to the Municipal Code are in conformance with the City's general plan; and

WHEREAS, the proposed changes are consistent with the City's Municipal Code; and

WHEREAS, the proposed changes to the Municipal Code will not be detrimental to the health, safety, and general welfare of the City and its people; and

WHEREAS, the proposed changes to the Municipal Code are exempt from further environmental review pursuant to the state regulations and guidelines for implementing CEQA Section 15282(h) which states that the adoption of an ordinance regarding second units in a single-family or multi-family residential zone to implement provisions of Government Code Sections 65852.1 and 65852.2 as set forth in Public Resources Code Section 21080.17 is exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council updating Angels Municipal Code Chapters 17.09 (Definitions) and 17.61 (Accessory Dwelling Units), for compliance with state law and in accordance with **Attachment A** based on the preceding findings.

And, in accordance with the City Standards and State Law, directs staff to provide this recommendation of the planning commission and supporting findings to the City Council in writing within thirty days.

The foregoing resolution was introduced and moved for adoption on October 14, 2021, by Commissioner _____ and being duly seconded by Commissioner _____.
PASSED AND ADOPTED THIS 14th day of October, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____
John Broeder, Chairman

_____
Jennifer Preston,
Deputy City Clerk - City of Angels

Attachment to Planning Commission Resolution 21-22

Chapter 17.61
ACCESSORY DWELLING UNITS (ADUs)
JUNIOR ACCESSORY DWELLING UNITS (JADUs)

Sections:

17.61.010 Purpose and intent.
17.61.020 Applicability, Exceptions, Processing.
17.61.030 ADU Development standards.
17.61.040 JADU Development standards.
17.61.050 Ownership and occupancy.
17.61.060 Impact Fees, Capital Improvement Fees, Public Improvements.

17.61.010 Purpose and intent.

The purpose and intent of this chapter is to provide standards for the construction, placement, and processing of *accessory dwelling units* (ADUs) and *junior accessory dwelling units* (JADUs)providing opportunities for affordable rental housing and/or accommodations for family members. ADUs and JADUs provide an increased opportunity to meet unmet housing needs. This chapter implements the City of Angels general plan Housing Element and is consistent with Government Code Sections 65852.1 et seq. . (Ord. 425 §9(part), 2005)

17.61.020 Applicability, Exceptions, Processing.

A. ADUs Permitted.
Subject to the standards contained herein, the following are permitted ADUs:

1. One ADU and one JADU (not one or the other) per parcel shall be permitted within any residential or mixed-use zoning district that allows residential uses by right or conditional use permit except as provided below.

2. Multi-Family.
   a) Attached Multi-Family. Within a single multi-family dwelling structure, one ADU may be created within the non-livable space within the dwelling. Within a multi-family dwelling complex, no more than 25 percent of the units in the complex may include an ADU of this type.

   b) Detached – Multi-Family. In lieu of (2)(b), a maximum of two detached ADUs are allowed on the lot containing a multi-family dwelling structure. New detached units are permitted four-foot side and rear setbacks subject to avoiding existing established, utility, road or other public easements. Height limits shall be the same as for other structures on the site.

B. ADUs Prohibited or Permitted Subject to Review:

1. Very High Fire Hazard Severity Zones.

ADUs are prohibited in Very High Fire Hazard Severity Zones in the City as mapped by CalFire unless a conditional use permit is first secured in accordance with Chapter 17.78. The conditional use permit shall demonstrate that the ADU complies with the provisions of the State's Minimum Fire Safe Standards as they apply to State Responsibility Areas, and as may be amended. ADUs pursuant to this provision shall comply with minimum fire safety setbacks. A conditional use permit may be denied

pursuant to Chapter 17.78 based a finding that the ADU will, under the circumstances of the particular case, be substantially detrimental to the health, safety, or general welfare of persons in the neighborhood of such proposed use or be substantially detrimental or injurious to property and improvements in the neighborhood due to fire safety.

2. Historic Commercial Zoning District
   ADUs in the Historic Commercial (HC) Zoning District (Chapter 17.26) shall be subject to the same parking, height, setback, landscape, architectural review, maximum unit size and standards established in the HC zoning district for all other construction, modifications, and structures as necessary to prevent adverse impacts on any real property that is listed in or has been declared eligible for listing on the California Register of Historic Resources and/or National Register of Historic Places in accordance with Government Code, § 65852.2, subdivision (a)(1)(B)(i). Pursuant to this Section, the Planning Commission retains its authority to issue a Finding of Architectural Conformity in accordance with AMC Section 17.26.080 in cases referred to the Commission where like materials and design are not being replaced with like materials and design.

C. Covenants, Conditions and Restrictions (CC&Rs).
   Covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable in accordance with Civil Code, § 4751.

D. Subordinate to Principal Dwelling.
   An ADU shall be clearly subordinate to the principal dwelling. "Subordinate" for the purposes of this Chapter, means the ADU shall have a smaller total square footage than the principal dwelling except as allowed pursuant to 17.61.030(A)(5) Conversions of Existing Structures.

E. Ministerial Approval.
   ADUs and JADUs shall be ministerially approved pursuant to an application for a building permit. An application for an ADU or JADU shall be deemed approved within 60 days if no action has been taken on a completed building permit prior to that date.

17.61.030 ADU Development standards.

ADU development standards are as follows:

A. An ADU of 800 square feet or less with a height limit of 16 feet and 4 feet side and rear yard setbacks is permitted in any residential or mixed-use zoning district regardless of lot coverage, setback, or minimum lot size requirements of that district.

B. ADU Floor Area.

1. The minimum floor area of an ADU shall be four hundred square feet or greater unless a smaller unit, to be occupied by no more than two persons, meets the requirements of an efficiency unit as defined in Health and Safety Code Section 17958.1. For detached dwellings less than four hundred square feet, see "tiny houses".

2. Detached ADU. The maximum floor area of a new detached ADU shall not exceed one thousand two hundred square feet.

3. Attached ADU. The maximum floor area of an attached ADU shall not exceed 50 percent of the floor area of the existing primary dwelling, or 1,200 feet, whichever is less. In no case shall an attached ADU be required to be less than 800 square feet for up to a one-bedroom unit, or at least 1000 square feet for ADUs with more than one bedroom, regardless of the floor area of the existing primary dwelling.

4. The area of garages shall not be counted when determining the maximum allowable floor area.

C. ADU Minimum lot size.
The minimum allowable lot size for an ADU is the same as required for the zoning district in which the ADU is located except as allowed in paragraph (A)(1) or otherwise expressly provided.

D. ADU Lot Coverage
Lot coverage is the same as required for the zoning district in which the ADU is located except as allowed in paragraph (A)(1).

E. Conversions of existing structures

1. The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to the minimum size, height or lot coverage requirements herein. Such structures shall be made safe pursuant to state building and safety codes. Existing structures converted to ADUs may be expanded up to 150 square feet without application of local development standards, but this expansion shall be limited to accommodating ingress and egress.

2. An existing principal dwelling may be converted to an accessory dwelling unit to allow construction of a new principal dwelling. When this occurs, both the dwelling being converted to an ADU and the new principal dwelling shall be clearly designated on all site plan(s) accompanying the building permit or permit(s). If separate building permits are secured, each site plan for each building permit shall clearly identify both the ADU and principal dwelling unit. A certificate of occupancy shall be issued for the accessory dwelling unit only after (or at the same time as) a certificate of occupancy is issued for the primary dwelling.

F. ADU Parking and Driveways.

1. One parking space shall be required per accessory dwelling unit or bedroom, whichever is less, except as provided in paragraphs b and c. Tandem parking is permitted to fulfill this requirement. No guest parking is required.

2. ADUs created through the conversion of a garage, carport, or covered parking structure, shall not require replacement of off-street parking spaces.

3. No parking is required for ADUs:
   a) Located within one-half mile walking distance of public transit.
   b) Located within the Historic Commercial zoning district.

4. Parking access shall be at same location as the driveway for the principal dwelling, except where the lot abuts two or more streets, in which case the driveway for the accessory dwelling unit may be separate, provided the respective driveways are on separate streets and meet safe distancing requirements per City standards.

   a). Curb cuts for driveways that access the parking for both the principal and accessory dwelling unit shall be no wider than twenty feet, unless otherwise approved by the City engineer.
   b). Curb cuts for driveways that access only the accessory dwelling unit shall be no wider than ten feet, unless otherwise approved by the City engineer.

G. Setbacks.
1. Setbacks of no more than four feet from the side and rear lot lines are permitted for an attached or detached ADU in those zoning districts where required setbacks are greater than four feet, except as required to avoid existing, established, utility, road or other public easements

2. Expansion of a detached structure, that is nonconforming with respect to setbacks, may occur for conversion into an ADU, except that setbacks for the expansion or conversion cannot be less than four feet for the side and rear setbacks and shall avoid existing, established, utility, road or other public easements .

3. Front yard setbacks for ADUs are the same as required for the primary dwelling unit, except that front yard setbacks shall be altered to accommodate an ADU meeting the criteria in paragraph (A)(1). Reduced setbacks shall maintain existing, established, utility, road or other public easements.

H. ADU Height.
ADU height limits shall be the same as allowed for a primary dwelling unit in the zoning district unless otherwise expressly provided.

I. No ADU shall be located on a slope that exceeds twenty percent.

J. An ADU shall only be permitted in a structure that is on a permanent foundation. Manufactured homes on a permanent foundation are permitted as ADUs.

K. Non-conforming uses and violations.
An applicant shall not be required to correct nonconforming zoning conditions (e.g., in conjunction with a conversion of an existing accessory structure).

Upon application and approval, the City will delay enforcement against a qualifying substandard ADU for five (5) years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 65852.2, subdivision (n); Health & Safety Code, § 17980.12).

L. Fire Sprinklers.
Fire sprinklers are in an ADU if sprinklers are required for the primary residence. Fire sprinklers are not required in an ADU if they were not required in the primary residence. However, if the primary dwelling undergoes significant remodeling and is now required to have fire sprinklers, any ADU created after the remodel must likewise install fire sprinklers. (Gov. Code, § 65852.2, subdivisions (a)(1)(D)(xii) and (e)(3). For ADUs created on lots with multifamily residential structures, the entire residential structure shall serve as the "primary residence" for the purposes of fire sprinklers. Therefore, if the multifamily structure is served by fire sprinklers, the ADU can be required to install fire sprinklers.

M. Solar Panels.
Newly constructed ADUs are subject to the Energy Code requirement to provide solar panels if the unit(s) is a newly constructed, non-manufactured, detached ADU. Per the California Energy Commission (CEC), the panels can be installed on the ADU or on the primary dwelling unit. ADUs that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to the Energy Code requirement to provide solar panels.

17.61.040 JADU Development standards.

JADU development standards are as follows. JADUs:

A. Shall not exceed five hundred (500) square feet in size.

B. Shall be constructed within the walls of a proposed or existing single-family residence and are not required to be an existing bedroom or have an interior entry into the single-family residence. JADUs may be created in attached garages.

C. Are not subject to any additional parking requirements except that replacement parking shall be required when a JADU is created from an attached garage.

D. Are not subject to additional fees for water or sewer connections.

E. Cannot be sold separately from the primary dwelling.

F. The owner must reside in either the remaining portion of the primary residence or in the newly created JADU.

G. JADUs are not permitted in accessory structures.

H. Only one JADU is permitted per lot.

I. JADUs are permitted only in single-family residences in single-family zoning districts.

17.61.050 Ownership and occupancy.

A. All ADU used as rentals shall be required to be rented for a minimum term of 30 days or longer.

B. The provisions of this chapter shall not be construed to place any restrictions on the age of the occupant(s) of the accessory dwelling or his/her relationship to the owner(s) and/or occupant(s) of the principal dwelling except as otherwise expressly provided. (Ord. 425 §9(part), 2005)

C. There are no owner-occupancy requirements for ADUs except when a JADU also is on the same lot. JADUs requires owner-occupancy of either the newly created JADU or the single-family residence. Therefore, under this specific circumstance, a lot with an ADU would be subject to owner-occupancy requirements.

D. An ADU may be sold or otherwise conveyed separately from the primary dwelling pursuant to a deed-restricted sale that includes affordability covenants approved by the City if the primary dwelling and the ADU are built by a qualified nonprofit corporation whose mission is to provide units to low-income households in accordance with Government Code, § 65852.26.

17.61.060 Impact Fees, Capital Improvement Fees, Public Improvements

A. Water and Sewer. An ADU shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water or sewer unless the ADU is constructed concurrently with a new single-family home. An ADU converted from an existing space or a JADU are exempt from connection fees and capacity fees unless constructed in conjunction with a new single-family dwelling. When constructed in conjunction with a primary dwelling, the fee shall be proportionate to that of the primary dwelling based on square footage or total number of plumbing fixtures compared to the primary dwelling. ADUs remain subject to monthly water and sewer use fees.

B. Impact Mitigation Fees. ADUs up to 750 square feet are exempt from impact mitigation fees. ADUs 750 square feet or larger may be charged impact mitigation fees but such fees shall be made proportional (based on size by square foot) to those for the primary dwelling unit. If the ADU qualifies for a lower fee than a "proportional fee" based on a recorded affordability covenant and as provided in the the City's adopted fee schedule, then the lesser fee (or fee exemption) shall apply.

C. School Fees. ADUs 500 feet or smaller are not subject to school impact fees. ADUs larger than 500 square feet may be subject to school impact fees at the option of the school.

D. Public Improvements. No public or related physical improvements shall be required for creation or conversion on an ADU (e.g., ADUs are exempt from sidewalk and street improvements)

17.09
Definitions
(Part III)

Accessory dwelling unit (ADU).

Accessory Dwelling Unit.

An accessory dwelling unit (ADU) is a complete independent dwelling unit (i.e., has permanent provisions for living, cooking, eating, sleeping and sanitation) for one or more persons. ADUs may be:

- Detached: The unit is separated from the primary structure.
- Attached: The unit is attached to the primary structure.
- Converted Existing Space: Space (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit

ADUs are subject to the requirements of AMC Chapter 17.61. ADUs are sometimes referred to asa "granny flat," "mother-in-law unit," "caretaker unit," "guest house," “carriage house,” or other term. (Ord. 439 (part), 2010: Ord. 425 §3(part), 2005. Formerly 17.09.137)

Junior Accessory Dwelling Unit.
“Junior accessory dwelling unit (JADU)” is as defined in Government Code Section 65852.22. It is a living space not exceeding five hundred (500) square feet in size contained entirely within a legally established bedroom within the walls of an existing, fully permitted single-family dwelling. A JADU may be constructed within the walls of a proposed or existing single-family residence and is not required to be an existing bedroom or have an interior entry into the single-family residence. No additional parking requirements or fees for water or sewer connections may be required. JADUs cannot be sold separately from the primary dwelling. Only one JADU per lot is permitted. The owner must reside in either the remaining portion of the primary residence or in the newly created JADU. JADUs are not allowed in accessory structures.

ATTACHMENT B
CITY COUNCIL ORDINANCE 515

CITY OF ANGELS CITY COUNCIL
ORDINANCE NO. 515

AN ORDINANCE AMENDING THE CITY OF ANGELS MUNICIPAL CODE BY:
UPDATING ANGELS MUNICIPAL CODE CHAPTERS 17.09 (DEFINITIONS) AND 17.61 (ACCESSORY DWELLING UNITS), FOR COMPLIANCE WITH STATE LAW.

THE CITY OF ANGELS CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Amend the City of Angels Municipal Code by Amending Chapter 17.09 (Definitions) in accordance with Attachment A.

Section 2: Amend the City of Angels Municipal Code Chapter 17.61 (Accessory Dwelling Units) in accordance with Attachment B

Section 3: The foregoing Ordinance or a summary shall, before the expiration of fifteen (15) days of its passage, be published with the names of the Council members voting for and against the same once in a newspaper of general circulation printed and published in the County of Calaveras, State of California, and said Ordinance shall take effect and be in force thirty (30) days after the passage thereof.

The foregoing Ordinance was introduced at a regular meeting of the City of Angels City Council held on November 2, 2021, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on November 16, 2021, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Alvin Broglio, Mayor

ATTEST:

_____
Rose Beristianos
City Clerk

Attachment A to Ordinance #515

17.09
Definitions

Accessory Dwelling Unit.
An accessory dwelling unit (ADU) is a complete independent dwelling unit (i.e., has permanent provisions for living, cooking, eating, sleeping and sanitation) for one or more persons. ADUs may be:

- Detached: The unit is separated from the primary structure.
- Attached: The unit is attached to the primary structure.
- Converted Existing Space: Space (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit

ADUs are subject to the requirements of AMC Chapter 17.61. ADUs are sometimes referred to as a "granny flat," "mother-in-law unit," "caretaker unit," "guest house," "carriage house," or other term. (Ord. 439 (part), 2010: Ord. 425 §3(part), 2005. Formerly 17.09.137)

Junior Accessory Dwelling Unit.
"Junior accessory dwelling unit (JADU)" is as defined in Government Code Section 65852.22. It is a living space not exceeding five hundred (500) square feet in size contained entirely within a legally established bedroom within the walls of an existing, fully permitted single-family dwelling. A JADU may be constructed within the walls of a proposed or existing single-family residence and is not required to be an existing bedroom or have an interior entry into the single-family residence. No additional parking requirements or fees for water or sewer connections may be required. JADUs cannot be sold separately from the primary dwelling. Only one JADU per lot is permitted. The owner must reside in either the remaining portion of the primary residence or in the newly created JADU. JADUs are not allowed in accessory structures.

Attachment B to Ordinance #515

Chapter 17.61
ACCESSORY DWELLING UNITS (ADUs)
JUNIOR ACCESSORY DWELLING UNITS (JADUs)

Sections:

17.61.010 Purpose and intent.
17.61.020 Applicability, Exceptions, Processing.
17.61.030 ADU Development standards.
17.61.040 JADU Development standards.
17.61.050 Ownership and occupancy.
17.61.060 Impact Fees, Capital Improvement Fees, Public Improvements.

17.61.010 Purpose and intent.

The purpose and intent of this chapter is to provide standards for the construction, placement, and processing of *accessory dwelling units* (ADUs) and *junior accessory dwelling units* (JADUs)providing opportunities for affordable rental housing and/or accommodations for family members. ADUs and JADUs provide an increased opportunity to meet unmet housing needs. This chapter implements the City of Angels general plan Housing Element and is consistent with Government Code Sections 65852.1 et seq. . (Ord. 425 §9(part), 2005)

17.61.020 Applicability, Exceptions, Processing.

A. ADUs Permitted.
Subject to the standards contained herein, the following are permitted ADUs:

1. One ADU and one JADU (not one or the other) per parcel shall be permitted within any residential or mixed-use zoning district that allows residential uses by right or conditional use permit except as provided below.

2. Multi-Family.
   a. Attached Multi-Family. Within a single multi-family dwelling structure, one ADU may be created within the non-livable space within the dwelling. Within a multi-family dwelling complex, no more than 25 percent of the units in the complex may include an ADU of this type.

   b. Detached – Multi-Family. In lieu of (2)(b), a maximum of two detached ADUs are allowed on the lot containing a multi-family dwelling structure. New detached units are permitted four-foot side and rear setbacks subject to avoiding existing established, utility, road or other public easements. Height limits shall be the same as for other structures on the site.

B. ADUs Prohibited or Permitted Subject to Review:

1. Very High Fire Hazard Severity Zones.
ADUs are prohibited in Very High Fire Hazard Severity Zones in the City as mapped by CalFire unless a conditional use permit is first secured in accordance with Chapter 17.78. The conditional use permit shall demonstrate that the ADU complies with the provisions of the State's Minimum Fire Safe Standards as they apply to State Responsibility Areas, and as may be amended. ADUs pursuant to this provision shall comply with minimum fire safety setbacks. A conditional use permit may be denied

pursuant to Chapter 17.78 based a finding that the ADU will, under the circumstances of the particular case, be substantially detrimental to the health, safety, or general welfare of persons in the neighborhood of such proposed use or be substantially detrimental or injurious to property and improvements in the neighborhood due to fire safety.

2. Historic Commercial Zoning District
   ADUs in the Historic Commercial (HC) Zoning District (Chapter 17.26) shall be subject to the same parking, height, setback, landscape, architectural review, maximum unit size and standards established in the HC zoning district for all other construction, modifications, and structures as necessary to prevent adverse impacts on any real property that is listed in or has been declared eligible for listing on the California Register of Historic Resources and/or National Register of Historic Places in accordance with Government Code, § 65852.2, subdivision (a)(1)(B)(i). Pursuant to this Section, the Planning Commission retains its authority to issue a Finding of Architectural Conformity in accordance with AMC Section 17.26.080 in cases referred to the Commission where like materials and design are not being replaced with like materials and design.

C. Covenants, Conditions and Restrictions (CC&Rs).
   Covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable in accordance with Civil Code, § 4751.

D. Subordinate to Principal Dwelling.
   An ADU shall be clearly subordinate to the principal dwelling. "Subordinate" for the purposes of this Chapter, means the ADU shall have a smaller total square footage than the principal dwelling except as allowed pursuant to 17.61.030(A)(5) Conversions of Existing Structures.

E. Ministerial Approval.
   ADUs and JADUs shall be ministerially approved pursuant to an application for a building permit. An application for an ADU or JADU shall be deemed approved within 60 days if no action has been taken on a completed building permit prior to that date.

17.61.030 ADU Development standards.

ADU development standards are as follows:

A. An ADU of 800 square feet or less with a height limit of 16 feet and 4 feet side and rear yard setbacks is permitted in any residential or mixed-use zoning district regardless of lot coverage, setback, or minimum lot size requirements of that district.

B. ADU Floor Area.
   1. The minimum floor area of an ADU shall be four hundred square feet or greater unless a smaller unit, to be occupied by no more than two persons, meets the requirements of an efficiency unit as defined in Health and Safety Code Section 17958.1. For detached dwellings less than four hundred square feet, see "tiny houses".

2. Detached ADU. The maximum floor area of a new detached ADU shall not exceed one thousand two hundred square feet.

3. Attached ADU. The maximum floor area of an attached ADU shall not exceed 50 percent of the floor area of the existing primary dwelling, or 1,200 feet, whichever is less. In no case shall an attached ADU be required to be less than 800 square feet for up to a one-bedroom unit, or at least 1000 square feet for ADUs with more than one bedroom, regardless of the floor area of the existing primary dwelling.

4. The area of garages shall not be counted when determining the maximum allowable floor area.

C. ADU Minimum lot size.
The minimum allowable lot size for an ADU is the same as required for the zoning district in which the ADU is located except as allowed in paragraph (A)(1) or otherwise expressly provided.

D. ADU Lot Coverage
Lot coverage is the same as required for the zoning district in which the ADU is located except as allowed in paragraph (A)(1).

E. Conversions of existing structures

1. The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to the minimum size, height or lot coverage requirements herein. Such structures shall be made safe pursuant to state building and safety codes. Existing structures converted to ADUs may be expanded up to 150 square feet without application of local development standards, but this expansion shall be limited to accommodating ingress and egress.

2. An existing principal dwelling may be converted to an accessory dwelling unit to allow construction of a new principal dwelling. When this occurs, both the dwelling being converted to an ADU and the new principal dwelling shall be clearly designated on all site plan(s) accompanying the building permit or permit(s). If separate building permits are secured, each site plan for each building permit shall clearly identify both the ADU and principal dwelling unit. A certificate of occupancy shall be issued for the accessory dwelling unit only after (or at the same time as) a certificate of occupancy is issued for the primary dwelling.

F. ADU Parking and Driveways.

1. One parking space shall be required per accessory dwelling unit or bedroom, whichever is less, except as provided in paragraphs b and c. Tandem parking is permitted to fulfill this requirement. No guest parking is required.

2. ADUs created through the conversion of a garage, carport, or covered parking structure, shall not require replacement of off-street parking spaces.

3. No parking is required for ADUs:
   a) Located within one-half mile walking distance of public transit.
   b) Located within the Historic Commercial zoning district.

4. Parking access shall be at same location as the driveway for the principal dwelling, except where the lot abuts two or more streets, in which case the driveway for the accessory dwelling unit may be separate, provided the respective driveways are on separate streets and meet safe distancing requirements per City standards.

   a). Curb cuts for driveways that access the parking for both the principal and accessory dwelling unit shall be no wider than twenty feet, unless otherwise approved by the City engineer.
   b). Curb cuts for driveways that access only the accessory dwelling unit shall be no wider than ten feet, unless otherwise approved by the City engineer.

G. Setbacks.
   1. Setbacks of no more than four feet from the side and rear lot lines are permitted for an attached or detached ADU in those zoning districts where required setbacks are greater than four feet, except as required to avoid existing, established, utility, road or other public easements

   2. Expansion of a detached structure, that is nonconforming with respect to setbacks, may occur for conversion into an ADU, except that setbacks for the expansion or conversion cannot be less than four feet for the side and rear setbacks and shall avoid existing, established, utility, road or other public easements .

   3. Front yard setbacks for ADUs are the same as required for the primary dwelling unit, except that front yard setbacks shall be altered to accommodate an ADU meeting the criteria in paragraph (A)(1). Reduced setbacks shall maintain existing, established, utility, road or other public easements.

H. ADU Height.
   ADU height limits shall be the same as allowed for a primary dwelling unit in the zoning district unless otherwise expressly provided.

I. No ADU shall be located on a slope that exceeds twenty percent.

J. An ADU shall only be permitted in a structure that is on a permanent foundation. Manufactured homes on a permanent foundation are permitted as ADUs.

K. Non-conforming uses and violations.
   An applicant shall not be required to correct nonconforming zoning conditions (e.g., in conjunction with a conversion of an existing accessory structure).

   Upon application and approval, the City will delay enforcement against a qualifying substandard ADU for five (5) years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 65852.2, subdivision (n); Health & Safety Code, § 17980.12).

L. Fire Sprinklers.
   Fire sprinklers are in an ADU if sprinklers are required for the primary residence. Fire sprinklers are not required in an ADU if they were not required in the primary residence. However, if the primary dwelling

undergoes significant remodeling and is now required to have fire sprinklers, any ADU created after the remodel must likewise install fire sprinklers. (Gov. Code, § 65852.2, subdivisions (a)(1)(D)(xii) and (e)(3). For ADUs created on lots with multifamily residential structures, the entire residential structure shall serve as the "primary residence" for the purposes of fire sprinklers. Therefore, if the multifamily structure is served by fire sprinklers, the ADU can be required to install fire sprinklers.

M. Solar Panels.
Newly constructed ADUs are subject to the Energy Code requirement to provide solar panels if the unit(s) is a newly constructed, non-manufactured, detached ADU. Per the California Energy Commission (CEC), the panels can be installed on the ADU or on the primary dwelling unit. ADUs that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to the Energy Code requirement to provide solar panels.

17.61.040 JADU Development standards.

JADU development standards are as follows. JADUs:

A. Shall not exceed five hundred (500) square feet in size.

B. Shall be constructed within the walls of a proposed or existing single-family residence and are not required to be an existing bedroom or have an interior entry into the single-family residence. JADUs may be created in attached garages.

C. Are not subject to any additional parking requirements except that replacement parking shall be required when a JADU is created from an attached garage.

D. Are not subject to additional fees for water or sewer connections.

E. Cannot be sold separately from the primary dwelling.

F. The owner must reside in either the remaining portion of the primary residence or in the newly created JADU.

G. JADUs are not permitted in accessory structures.

H. Only one JADU is permitted per lot.

I. JADUs are permitted only in single-family residences in single-family zoning districts.

17.61.050 Ownership and occupancy.

A. All ADU used as rentals shall be required to be rented for a minimum term of 30 days or longer.

B. The provisions of this chapter shall not be construed to place any restrictions on the age of the occupant(s) of the accessory dwelling or his/her relationship to the owner(s) and/or occupant(s) of the principal dwelling except as otherwise expressly provided. (Ord. 425 §9(part), 2005)

C. There are no owner-occupancy requirements for ADUs except when a JADU also is on the same lot. JADUs requires owner-occupancy of either the newly created JADU or the single-family residence. Therefore, under this specific circumstance, a lot with an ADU would be subject to owner-occupancy requirements.

D. An ADU may be sold or otherwise conveyed separately from the primary dwelling pursuant to a deed-restricted sale that includes affordability covenants approved by the City if the primary dwelling and the ADU are built by a qualified nonprofit corporation whose mission is to provide units to low-income households in accordance with Government Code, § 65852.26.

17.61.060 Impact Fees, Capital Improvement Fees, Public Improvements

A. Water and Sewer. An ADU shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water or sewer unless the ADU is constructed concurrently with a new single-family home. An ADU converted from an existing space or a JADU are exempt from connection fees and capacity fees unless constructed in conjunction with a new single-family dwelling. When constructed in conjunction with a primary dwelling, the fee shall be proportionate to that of the primary dwelling based on square footage or total number of plumbing fixtures compared to the primary dwelling. ADUs remain subject to monthly water and sewer use fees.

B. Impact Mitigation Fees. ADUs up to 750 square feet are exempt from impact mitigation fees. ADUs 750 square feet or larger may be charged impact mitigation fees but such fees shall be made proportional (based on size by square foot) to those for the primary dwelling unit. If the ADU qualifies for a lower fee than a "proportional fee" based on a recorded affordability covenant and as provided in the City's adopted fee schedule, then the lesser fee (or fee exemption) shall apply.

C. School Fees. ADUs 500 feet or smaller are not subject to school impact fees. ADUs larger than 500 square feet may be subject to school impact fees at the option of the school.

D. Public Improvements. No public or related physical improvements shall be required for creation or conversion on an ADU (e.g., ADUs are exempt from sidewalk and street improvements)

City of Angels Council Meeting

NOVEMBER 2, 2021 **CONSOLIDATED REPORTS**

ANGELS CAMP CALIFORNIA

CITY HALL

CITY OF ANGELS PO Box 667, 584 S.Main St., Angels Camp, CA 95222 P: (209) 736-2181 F: (209) 736-0709

MEETING OF: November 2, 2021

TITLE: Consolidated Staff Report

BY: City Department Heads

PUBLIC SAFETY- POLICE DEPARTMENT
New Items for Discussion

- Patrol vehicles are all back up and operable as of 10/27/21
- PD Staff participated in a Trunk or Treat event at First Baptist Church on 10/24/21
- PD Staff will be participating in a Trunk or Treat event at St. Patrick's on 10/30/21
- PD restarted the hiring process over for the SRO
- Community meetings are scheduled with residents of Big Horn and Country Lane Estates to discuss the police departments and community needs.
- Police staff continue to work on the construction of the police department range facility.

PUBLIC SAFETY- FIRE DEPARTMENT
NEW ITEMS FOR DISCUSSION
The Fire Department responded to a total of 84 calls for service from 9/27/21 to 10/25/21.

The Fire Marshal in conjunction with the City Engineer and City Planner submitted two grant projects to OES for updating our codes and replacing water and wastewater lines adjacent to Angels Creek. The City is waiting for notification from grant administrators.

The Fire Department is transitioning out of fire season and open burning with a permit is allowed. The Department is beginning annual maintenance on our engines and equipment which includes; hose testing, scba testing, annual fire engine maitenance, and ladder testing.

The Fire Marshal completed 4 buisness license inspections and two final residential fire sprinkler inspections during this time period. Also completed plan checks for a commerical tenant improvement and residential new construction.

The Fire Marshal is working with Dave Richards to close out the DWR Flood grant and include lessons learned from the table top flood training completed last month.

The Fire Marshal has listed and successfully sold three surplus vehicle assets on the GovDeals website. Will be listing the remaining three shortly.

LOOK AHEAD
Working with County on evacuation route planning grant project.

CITY OF ANGELS PO Box 667, 584 S.Main St., Angels Camp, CA 95222 P: (209) 736-2181 F: (209) 736-0709

COMMUNITY DEVELOPMENT & BUILDING

NEW ITEMS FOR DISCUSSION

Planning Commission

The October Planning Commission was held 10/14/21. The Commission:

- Heard a presentation by the Sierra Business Council on how the Greenhouse Gas Emission Inventory was conducted and the findings. Staff presented its report and recommended that the Commission recommend to the Council adopting thresholds/reduction targets in compliance with state law as necessary to facilitate upcoming development projects. The Commission approved the Resolution recommending that the City Council adopt the Calaveras County/City of Angels Greenhouse Gas Emissions Inventory and associated documents and recommending Greenhouse Gas Emissions thresholds/reduction targets in compliance with state regulations.

- Approved a Resolution of Intent recommending the City Council amend the General Plan to incorporate, by reference, the adopted Calaveras County Multi-Jurisdictional Hazard Mitigation Plan into the General Plan Safety Element. The document is available on the City's website. www.angelscamp.gov

- Approved a Resolution of Intent recommending City Council amendments to General Plan Land Use Tables 1-5 and 1-9 amending zoning district consistency with general plan land uses for consistency with recent zoning code amendments.

- Approved a Resolution of Intent recommending the City Council update Chapter 17.61, Accessory Dwelling Units, for compliance with state law.

- Other:

  An update to relocate an Ore Car from the Museum to the Historic District.

On November 11, 2021, the Planning Commission tentatively anticipates considering:

- Angels Creek Café sign (Historic District)

- 698 Easy Street – Conditional Use Permit for Pool Fencing Height Reduction

- Dependent upon receipt of a pending application, a variance to allow reduced setbacks (from 20 feet to 13± feet) on a corner lot for an RV cover at 195 Rocky Ridge Court, Angel Oaks Subdivision.
- Time permitting, additional code amendments.

Building and Planning

The Community Development Department's Administrative Services Specialist resigned effective 10/22/21 reducing the CDD to two. Before Jen's departure, Augustine Planning and Interwest worked to absorb our assistant's 15 years' worth of accounting, permit issuing, reporting, processing procedures, and in-house presence for all building permit issuance/inquiries/fee collections, City grants, contract tracking/accounting and invoicing, planning agendas/meetings/minutes, banners/Caltrans coordination (encroachments), home occupations, and much more. Until a new hire is in place, Augustine Planning and Interwest will be taking on

these duties in addition to their own, with the assistance of the front office staff. Supplemental chocolate supplies may be used to assist in the transition.

Current Planning Projects

Habitat for Humanity – Staff assisted Habitat for Humanity in responding to questions from the state related to its funding request for infrastructure. Staff is awaiting word from Habitat for Humanity regarding the state's decision on the grant.

Phase II Frog Jump Plaza/Foundry Lane Access from SR 4 – The traffic study to allow access from SR 4 to Foundry Lane was drafted. Upon review by Caltrans, additional forecasting and modeling was undertaken. The final draft is being completed and staff expects a submittal to Caltrans in the next two weeks. Then Caltrans will prepare an appraisal and act on the proposed new encroachment of Foundry Lane off SR 4.

Utica Hotel. No change. As previously reported, the landowners hired Aspen Street Architects to facilitate construction tentatively scheduled to commence in October following a family wedding. The third-floor addition to the project has been eliminated at this time in the hopes of expediting completion. Staff has e-mailed Aspen Street Architects and the Utica Hotel owners for an update.

MACT Museum. An application for a new Native American museum with traditional roundhouse adjacent to the existing MACT building was submitted. A traffic study still is pending. Given personnel shortages statewide, completion is taking longer than anticipated. It remains unknown when the item will come before the Planning Commission. Staff anticipates submitting a request to Council for an extended long-term lease for parking on the existing City/MACT leased parking at 200 Monte Verda (Police Dpt., City Hall, planned Safety Campus).

James B. Dalton/Mark Twain Medical Center. An administrative site plan review is being processed to expand the parking area at 590 Stanislaus Avenue. Planning is coordinating with Engineering (Dewberry) to undertake a drainage study. Given the shortage of available engineers, Dewberry will be conducting the necessary drainage study.

698 Easy Street Pool Fencing Conditional Use Permit. A conditional use permit application was received to consider reduced fence height surrounding a pool. Per Council input, staff has asked that Council authorize a fee waiver. Staff has commenced processing the application in the interim.

195 Rocky Ridge Court Variance. As a result of a code enforcement action, the residents of 195 Rocky Ridge Court are completing an application for a variance to reduce setbacks for a metal RV/boat storage cover installed within the setbacks on a corner lot in Angel Oaks. A reduction from 20 feet to 13± feet is requested.

Stanislaus Avenue alley abandonment. Staff is processing an application/request to abandon a city alley/easement behind property at 784 Stanislaus Avenue and border the Mark Twain Elementary School bus parking lot/offices.

Long-Range Planning Projects:

Comprehensive Code Update. To date, the Planning Commission and City Council have considered and/or adopted the following code updates:

Special Planning (SP)
Special Planning Combining District (:SP)
Oak Woodlands mitigation waiver for affordable housing
Residential Estate, one-acre minimum (RE-1)
Residential Estate, five-acre minimum (RE-5)
Industrial (I)
Single-Family Residential (R-1)
Single-Family Residential: Greenhorn Creek Combining District (R-1:GHC)
Medium-Density Residential (R-2)
Multi-Family Residential (R-3)
Procedures for: Rezoning, General Plan Amendments, Site Plan Review, Site Development Permit, Variance, Conditional Use Permit, Appeals, Development Agreements
Comprehensive Code Enforcement Update
Definitions
Accessory dwelling units code update
General Plan update – Zoning/General Plan Consistency

The following code updates are pending in accordance with SB2 Funding:
Commercial zoning districts (Community Commercial, Shopping Center Commercial, Visitor Serving Commercial)
Affordable Housing Incentives, on/off-site improvements
Update the City's Mobilehome/Manufactured Housing Provisions
Update and Maintain the City's Condominium Conversion Ordinance
Amend the City of Angels Municipal Code to Incorporate Parcel and/ or Subdivision Map Findings Related to Fire Protection
Amend the Municipal Code to define Low Barrier Navigation Center in compliance with state law and establish it as a use, by right, in areas zoned for mixed uses and non-residential zones permitting multi-family uses subject to those requirements allowed under state law
Codify the State's Housing Accountability Act Requirements
Amend the municipal code to incorporate the required findings and restrictions against denial of affordable housing projects to ensure compliance with the Housing Accountability Act [CA Government Code 65589.5(d) 1-5].
Allow Housing in the Public (P) Zoning District
Following the updates, rezoning shall occur on up to 300 parcels citywide for general plan compliance.

4/49 intersection Commercial in conjunction with new access through former Swendeman's. Staff is receiving conflicting reports on the finality of the negotiations.
It remains uncertain whether the applicant will pursue credits against water and sewer hook-up fees to reflect former land uses previously on one of the parcels. This "credit" process has been approved by the City Council in the past. Staff will be bringing an item before the Council for consideration regarding issuing credits for this project; but is awaiting documentation from the landowner.

City Hall sale. Upon direction from Council, Staff interviewed local realtors that were members of DAC and/or ACBA. Staff recommended hiring Next Home and has since toured City hall with the real estate company. Next Home completed a cost comparison and identified a listing price for City Hall. Next Home is preparing a listing agreement for the City Administrator's signature. The property is expected to be listed on the open market imminently. Staff has provided the two letters from interested buyers to Next Home and informed both interested parties that the City is listing the property on the open market.

Greenhouse Gas Inventory. The draft Greenhouse Gas Inventory for the City of Angels was presented to the Planning Commission on October 14, 2021. City Council is scheduled to hear a presentation on how the inventory was conducted, the findings, and consider Greenhouse Gas reduction goals (thresholds) on November 2, 2021. The study is posted on the City website. This is Phase 1 of a two-phase process. Phase II kick-off was held 10/22/21. Stakeholder meets are being scheduled for early in 2022. One member of the Planning Commission has volunteered to serve as a stakeholder in the process. Staff will be asking one member of the City Council to participate also.

Vehicle Miles Traveled Study/Plan. A final memo has been completed. This Calaveras Council of Governments study will provide the City with a process for evaluating vehicle miles traveled (VMTs), the new metric required for evaluation of traffic impacts pursuant to the California Environmental Quality Act (CEQA). In October, Fehr & Peers presented "test" cases involving actual City and County projects using a screening tool developed for the City and County. Staff at Calaveras COG, Calaveras County, and the City are meeting on 10/26 to discuss the results as the screening tool and potential VMT reduction measures appear more urban than rural leaning and less useful than anticipated. A possible legislative solution may be considered in the future.

Annexation The Community Development Department and Engineering (Dewberry) have been coordinating to identify the phasing and corresponding infrastructure needs associated with short-term and long-term annexations.

Redistricting. The Community Development Department researched and evaluated multiple (and continually evolving) draft redistricting maps. Based on Council direction, staff is attending the Calaveras County Board of Supervisors' meetings of October 26 and November 5 (and subsequent meetings) to represent the City's interests in maintaining all identified annexation areas within the same supervisorial district through 2030.

Interdepartmental. CDD staff has processed and nearly completed a general plan amendment on behalf of the City Fire Department to incorporate the multi-jurisdictional hazard mitigation plan into the general plan.

Special Events

CDD processed a Special Events Permit for the Calaveras Winegrape Alliance Bubble Bash Fundraiser at the Angels Camp Museum on October 30, 2021.

Engineering/Surveying/Public Works

Palmer/Harrington. Staff recorded deeds on the Palmer/City parcels September 29, 2021. Title related to site access and boundaries is now clear. Staff hand delivered the property tax payment on the City parcel in October to clear the way for recording the map and deeds necessary to conclude the boundary line adjustment

between the City and Mr. Harrington. Mr. Harrington has re-opened an escrow account for the transaction and will deposit funds into escrow to complete his transaction with the City to purchase a portion of the project site with a boundary line adjustment.

Stanislaus Parking. Planning and Engineering staff are coordinating with the City Police Dpt. to establish no parking zones on Stanislaus Avenue in front of the school to improve safety. Currently, parking near school ingress/egress driveways blocks visibility of oncoming traffic. Engineering plans are pending.

Angels Creek Trail. Planning is coordinating with Engineering on the environmental document for the Angels Creek Trail (Phase I). The biological resources has been approved. As previously reported, cultural resources identified on a portion of the transit center site require extensive and expensive assessment. Dewberry is reviewing revised design to avoid the structures.

Generators. Bids for all three generators have been awarded and contracts signed.
Staff reviewed the building permit for installing the propane generator at UWPA for Sierra Hope. The contractor reported the week of October 18, 2021, that the generator is enroute and will soon be ready for installation. On behalf and in coordination with Public Works, Community Development is seeking contractors to assist with trenching/concrete work given the Public Works staffing shortage. CDD also is arranging a preconstruction meeting with the contractor(s) and Sierra Hope.

Due to supply chain issues, delivery of the large diesel generators for the Water Treatment Plant and City Hall are delayed. Staff has conferred with the granting agency and confirms that the generators need not be installed, but must simply be purchased prior to the grant's March 22, 2022, deadline. The contractor has verified that compliance with the deadline will occur.

Code Enforcement

Staff prepared a presentation for and held the first of two code enforcement workshops on October 21st to review recently adopted code enforcement updates and procedures due to go into effect November 5, 2021. A second workshop is scheduled for 10/27/21 and will include training from the City Attorney for writing citations. Staff anticipates finalizing the design and gaining City Attorney approval for citations before proceeding with printing the new citations.

In October, CDD staff has been processing:
200 Dogtown Road – Substandard housing
701 (695) Stanislaus - Trash
Glare from neighboring lights (Oneida) – two complaints (one from each neighbor)
RV parked on road
195 Rocky Ridge – structure in setbacks

Grants

The Statewide Park Program Grant Round 4 awards were not announced by the end of summer as had been anticipated by the state. The state informed the City that announcements now were not expected until the end of October. Therefore, the City commenced pursuing a third (downscaled) state grant focused on cities with populations below 5,000 to fund up to $3 million for Utica Park improvements and expansions—the Recreation

and Tourism Grant Program (RT). However, some of the willing sellers for land adjacent to Utica Park have indicated they may be unable to wait for consideration of this third grant application if the City is unsuccessful in securing the Round 4 SPP. While awaiting SPP grant announcements and commencing preparation of a third (RT) grant for Utica Park improvements, staff partnered with the Twain Harte Community Services District (another Round 4 SPP applicant) to lobby the state to grant a statewide extension for RT Grants until after Round 4 SPP grant awards are announced. Previously, the state had granted an extension only to those in burn areas subject to a disaster declaration. The state has since extended the RT grant deadline to January 20, 2022, statewide.

Per Capita Parks Grant. A project description/design for playground improvements at Utica Park is due by December 31, 2021, to ensure that awarded grant funds totaling $177,952 are retained. Staff is coordinating with the Angels Camp Community Club.

ENGINEERING AND PUBLIC WORKS

New Items for Discussion

Water

Monthly O & M continues including the following:

Routine monthly alarm tests, chemical ordering and deliveries,
Weekly Cl2, turbidity & lab equipment calibrations and verifications.
Routine weekly distribution system sampling completed.
Monthly reports were completed. Quarterly and annual reports are complete.

Backup generator project is ongoing (Grant funded)
Preparation for U.W.P.A fore bay cleaning is under way, outage will begin November first.
Quarterly Sedimentation basin cleaning is complete.
Response to the State Water Resources Control Board Inspection is complete.

Wastewater

Monthly O & M continues including the following:

Preventative and Predictive maintenance is ongoing.
All monthly and quarterly reports are complete.

Spray field operations have been decreased and maximum storage is available.
Bio-solids hauling and disposal are in progress.
Removal of a fallen tree and repairs of broken sprinklers in the spray fields is complete.
Construction of the Bio-Solids Drying Area Project is underway and 90% complete
UV system maintenance and repair is in progress.
Sand filter inspection and media cleaning is in progress
Effluent wet well cleaning is scheduled for this week.

Public Works

Monthly O & M continues including:

Park and road maintenance.
Sewer line maintenance

Monthly lift station wet well cleaning is complete.
Water and sewer work orders, inspections, meter splitting, rereads and meter change outs.

CITY OF ANGELS PO Box 667, 584 S.Main St., Angels Camp, CA 95222 P: (209) 736-2181 F: (209) 736-0709

Tree removal and clean up at the museum is complete
Dead limb and tree clean up is ongoing.
Monthly meter reading and re-reads are complete.
Work on over 500 U.S.A. digs reports is complete.

Side walk project water line relocation is on hold.

Drainage and culvert cleaning is ongoing.