

**CITY OF ANGELS  
CITY COUNCIL  
AGENDA  
Tuesday, May 1, 2018**

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<b>Mayor</b>	Amanda Folendorf	<b>Bret Harte High School Multipurpose Room</b>
<b>Vice Mayor</b>	Linda Hermann	
<b>Council Members</b>	Scott Behiel	323 S. Main Street
<b>Council Members</b>	Veronica Metildi	Angels Camp, CA
	Joseph Oliveira	209-736-2181
<b>City Administrator</b>	Melissa Eads	<b>City Attorney</b> Doug White

City Council appreciates your interest and encourages your participation. Regularly scheduled meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. The Agenda is divided into two sections:

**CONSENT AGENDA:** These matters include routine financial and administration actions and are usually approved by a single majority vote.

**REGULAR AGENDA:** These items include significant financial and administration action of special interest, hearings and work sessions.

The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Council Members. All questions shall be directed to the Mayor who, at his/her discretion, will refer to staff.

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**5:30 p.m. CLOSED SESSION**

**CALL TO ORDER**

**1. ROLL CALL**

**2. PUBLIC COMMENT**

**3. ADJOURN TO CLOSED SESSION**

- a. **CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation - SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO §54956.9(b): 1 case**

**4. ADJOURNMENT OF CLOSED SESSION**

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**6:00 p.m. REGULAR MEETING**

**PLEDGE OF ALLEGIANCE**

1. ROLL CALL

2. REPORT OUT OF CLOSED SESSION FROM 4-17-2018

b. PURSUANT TO CALIFORNIA CODE SECTION 54957: PUBLIC EMPLOYMENT - SERGEANT

3. REPORT OUT OF CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to §54956.9(b): 1 case

4. APPROVAL OF THE AGENDA

5. PUBLIC COMMENT

This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the agenda. **State law prohibits the City Council from acting upon matters not listed on the agenda.** Matters raised by the public will be automatically referred to Staff or placed on the next meeting's Agenda. Each Speaker has a maximum of three minutes for public comment. The Mayor may reduce the amount of time based on the number of persons wishing to speak. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Speakers may not disrupt the meeting or use profanity.

6. CONSENT AGENDA

The following Consent Agenda items are expected to be routine. They will be acted upon by the Council at one time without discussion. Any Council Member, Staff Member or interested person may request that any Consent items be removed for discussion.

- a. Approval of the April 17, 2018 Regular Meeting Minutes.
- b. Adoption of Resolution 18-19. A Resolution Approving the Temporary Closure of Monte Verda Street and Peri Street for the Annual Calaveras County Jr. Frog Jump and Jr. Miss Calaveras.
- c. Adoption of Resolution 18-20. A Resolution Approving Road Closure of State Route 49 in the City of Angels Historic District for the 2018 Mark Twain Wild West Festival.
- d. Authorization to Advertise for Contractors for the Mark Twain Road Water Main Repair Project.
- e. Approval of the Delegated Maintenance Agreement Between Caltrans and the City of Angels and Authorization to the Mayor and City Administrator to sign on behalf of the City.
- f. Adoption of Resolution 18-21 A Resolution Approving Caltrans Local Assistance Procedures Manual Chapter 10 for Procuring Consultant Contracts.

7. REGULAR AGENDA

- a. Approval of a Contract Between the City of Angels and Citygate Associates, LLC in the Amount of \$63,774.00 for the Completion of An Organizational Review and Budget Stabilization Study.

**Council Action:** APPROVE A CONTRACT BETWEEN THE CITY OF ANGELS AND CITYGATE ASSOCIATES, LLC IN THE AMOUNT OF \$63,774.00 FOR THE COMPLETION OF AN ORGANIZATIONAL REVIEW AND BUDGET STABILIZATION STUDY.

- b. Resolution 18-22. A Resolution Submitting a Ballot Measure to the City's Qualified Voters at the November 6, 2018, Statewide General Election to Impose a One Half (0.5) Percent Sales Tax on the Gross Receipts of Any Retailer From the Sale of All Tangible Personal Property Sold in the City.

**Council Action:** ADOPT RESOLUTION 18-22 SUBMITTING A BALLOT MEASURE TO THE CITY'S QUALIFIED VOTERS AT THE NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION TO IMPOSE A ONE

HALF (0.5) PERCENT SALES TAX ON THE GROSS RECEIPTS OF ANY RETAILER FROM THE SALE OF ALL TANGIBLE PERSONAL PROPERTY SOLD IN THE CITY.

- c. Resolution 18-23. A Resolution submitting a ballot measure to the City's qualified voters at the November 6, 2018 Statewide General Election to authorize the City to impose a business license tax on the gross receipts of cannabis businesses, if such businesses are permitted, in an amount not to exceed fifteen percent (15%).

**Council Action:** ADOPT RESOLUTION 18-23 SUBMITTING A BALLOT MEASURE TO THE CITY'S QUALIFIED VOTERS AT THE NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION TO AUTHORIZE THE CITY TO IMPOSE A BUSINESS LICENSE TAX ON THE GROSS RECEIPTS OF CANNABIS BUSINESSES, IF SUCH BUSINESSES ARE PERMITTED, IN AN AMOUNT NOT TO EXCEED FIFTEEN PERCENT (15%).

**8. CONSOLIDATED STAFF REPORT**

- a. Fire Incident Report

**9. COUNCIL REPORTS**

**10. CALENDAR**

**11. ADJOURNMENT**

Anyone wishing to receive City Council agendas may submit a self addressed stamped envelope or your email address to City Hall and agendas will be mailed or emailed to you. This request must be renewed at the beginning of each calendar year. For further information, please contact the Deputy City Clerk at City Hall 736-2181, or email [susanwenger@angelscamp.gov](mailto:susanwenger@angelscamp.gov) Availability of Public Records: All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, 584 S. Main St., Angels Camp 72 hours prior to the scheduled meeting. In compliance with Title II of the Americans With Disabilities Act, 28 CFR Part 36, if you require any disability related modification or accommodation, including auxiliary aids or services in order to participate in this meeting, please contact City Hall at (209)736-2181 or fax your request to Susan Wenger at (209)736-0709. Notification must be made 72 hours in advance of the meeting to ensure accessibility. Agendas and other writings may also be requested in alternative formats, as outlined in Section 12132 of the Americans with Disability Act.

**CONSENT AGENDA 6 'a'**

**DRAFT**  
**MINUTES OF A REGULAR MEETING OF**  
**THE CITY OF ANGELS CITY COUNCIL**  
**Tuesday, April 17, 2018**

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**Council Members Present:** Amanda Folendorf, Linda Hermann, Scott Behiel, Veronica Metildi, Joseph Oliveira  
**Council Members Absent:** None  
**Staff Present:** Melissa Eads - City Administrator  
Douglas White - Churchwell White, LLP  
Susan Wenger - Deputy City Clerk  
Todd Fordahl - Police Chief  
Milton Sargent - Interim Finance Officer  
Kim Arth - Museum Director  
David Myers - City Engineer  
Nathan Pry - Fire Marshall

**REGULAR MEETING WAS CALLED TO ORDER AT 5:30 P.M. BY MAYOR FOLENDORF**

- 1. ROLL CALL**
  - 2. PUBLIC COMMENT**  
None
  - 3. ADJOURN TO CLOSED SESSION**
    - a. PURSUANT TO CALIFORNIA CODE SECTION 54957: PUBLIC EMPLOYMENT - TITLE: FINANCE OFFICER**
    - b. PURSUANT TO CALIFORNIA CODE SECTION 54957: PUBLIC EMPLOYMENT - TITLE: SERGEANT**
  - 4. ADJOURNMENT OF CLOSED SESSION**
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**6:00 p.m. REGULAR MEETING**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

- 1. ROLL CALL**
- 2. REPORT OUT OF CLOSED SESSION**
  - a. PURSUANT TO CALIFORNIA CODE SECTION 54957: PUBLIC EMPLOYMENT - TITLE: FINANCE OFFICER**  
**ACTION:** Closed session to be continued after the Regular Meeting.
  - b. PURSUANT TO CALIFORNIA CODE SECTION 54957: PUBLIC EMPLOYMENT - TITLE: SERGEANT**  
**ACTION:** Direction given to staff.
- 3. APPROVAL OF THE AGENDA**
- 4. The Second Reading and Adoption of Ordinance #481 were pulled from the agenda on the recommendation of staff.**

**ACTION:** MOTION BY VICE MAYOR HERMANN, SECOND BY COUNCIL MEMBER BEHIEL, AND PASSED 5-0 TO APPROVE THE AGENDA AS AMENDED.

**5. PUBLIC COMMENT**

None

**6. CONSENT AGENDA**

Council Member Oliveira pulled Item C for discussion.

**ACTION:** MOTION BY COUNCIL MEMBER BEHIEL, SECOND BY COUNCIL MEMBER METILDI, AND PASSED 5-0, TO APPROVE ITEMS **A, B, D, E, F** AND **G** ON THE CONSENT AGENDA.

- a. Approve the Minutes of Regular Meeting of April 3, 2018.
- b. Adopt Resolution 18-15 Approving the Consolidation of the City of Angels Election with the General Election to be Held on November 6, 2018.
- c. Status Report of the City of Angels Landscaping and Lighting District #1.
- d. Notice of Opposition to AB1912 - Public Employees' Retirement: Joint Powers Agreements.
- e. Adopt Resolution 18-16 Approving the Caltrans Master Agreement and Two Program Supplement Agreements for the Angels Creek Bike and Pedestrian Project and the State Route 49 Gap Fill Sidewalk Project.
- f. Approve a Proclamation for Barden Emile Stevenot to be Presented on April 29th, 2018 at the Celebration of the Life of Barden Stevenot.
- g. Adopt Resolution 18-18 Listing the Projects to be Funded by SB1: The Road Repair and Accountability Act.

Council Member Oliveira was pleased with the work plan included in the report. He had questions about the financial figures and asked that for future status reports for the Landscaping and Lighting District a summary be provided.

Council Member Behiel asked about the repayment to the Water Fund.

**ACTION:** MOTION BY COUNCIL MEMBER BEHIEL, SECOND BY COUNCIL MEMBER OLIVEIRA, AND PASSED 5-0, TO APPROVE ITEM **C** OF THE CONSENT AGENDA.

**7. REGULAR AGENDA**

- a. **PUBLIC HEARING:** Unmet Transit Needs - Amber Collins, Calaveras Council of Governments (GGOG) Transportation Planner  
The Public Hearing opened at 6:15 pm.

**PUBLIC COMMENT:**

**Debbie Ponte**, Destination Angels Camp (DAC), told the Council that DAC supports more routes and stops as well as alternative types of vehicles to transport 1 or 2 riders.

**Edward Hall** utilizes the transit and told the Council that people don't want long waits for connections and they want more areas connected. He also was disappointed that the Stockton run had been shut down.

**ACTION: NONE**

The Public Hearing closed at 6:23 pm.

## 8. PRESENTATIONS

a. **Featured Business Presentation - Dewayne Garcia**, Assistant Vice President of the Angels Camp Branch of Bank of Stockton.

b. **Leadership Calaveras - Staci Johnson**, CEO, Calaveras Chamber of Commerce; **Mary Beth Ospital**, CalWaste; and **Jessica Johnston**, Administrative Director, Angels Camp Business Association presented Leadership Calaveras' "We've Got Your Back".

## 7. REGULAR AGENDA

b. **PUBLIC HEARING:** Second Reading and Adoption of Ordinance #481. An Ordinance to Rezone 30 Parcels in the City of Angels for Business Attraction and Expansion - Amy Augustine, AOC, Contract Planner

### **PUBLIC COMMENT:**

**Patti Spence**, Owner of Spence Ranch Feed and Supply spoke against the rezone citing the economic impact on existing businesses, traffic issues, fire flow and employment issues.

**Mike Fullaway**, Owner of Calaveras Lumber, read remarks from Bob Middleton, owner of Middletons against the rezone citing traffic flow, and including congestion and speed limits. Mr. Fullaway thanked the Council for their work and asked that communication between the Planning Commission and the public be improved.

The Deputy City Clerk read comments from Ron and Donna Broglio who support BAE zoning and have concerns about local business owners that don't want competition.

**ACTION:** THIS ITEM WAS PULLED FROM THE AGENDA. NO ACTION WAS TAKEN.

c. Melissa Eads, City Administrator, recognized Kim Arth, Museum Director for her efforts and reported on the status of Utica Park and the desire for volunteer efforts to improve identified City facilities. Resolution 18-17 providing workers' compensation for non-safety volunteers was introduced and there was discussion of waiver of building permit fees for park projects completed by volunteers .

### **PUBLIC COMMENT:**

**Cora Broglio** told the Council the condition of the play equipment and atmosphere in the Park is not safe or appropriate. She encouraged the City to make the equipment interactive, developmentally appropriate and safe. She intends to participate in improvements.

**Jane McCoy**, Occupational Therapist, spoke of the importance of early access to developmentally appropriate and safe areas to play.

**Mike Fullaway** expressed that Angels Camp is a community and as a business owner he is willing to assist with the gazebo and other projects, but you need someone to spearhead it and he votes for Cora.

**Gina Gonzalez** expressed interest in volunteering and believes there are a lot of people in the community looking for something to do.

**Debbie Ponte** spoke of the Pennies For the Park fundraiser that purchased the current play structure 20 years ago. She challenged Mike Fullaway to assist with projects and will be attending Rotary to encourage their involvement as well.

**ACTION:** MOTION BY COUNCIL MEMBER BEHIEL, SECOND BY COUNCIL MEMBER OLIVEIRA, AND PASSED 5-0, ADOPTING RESOLUTION 18-17 PROVIDING WORKERS' COMPENSATION COVERAGE FOR NON-SAFETY CITY VOLUNTEERS IN CONFORMANCE WITH THE SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY RECOMMENDATIONS AND AUTHORIZE THE WAIVER OF BUILDING PERMIT FEES FOR VOLUNTEER PROJETS IN UTICA PARK.

d. Melissa Eads presented information regarding two potential ballot measures, a Local Sales Tax and an increase in the Transient Occupancy Tax. A presentation on the Gann Limit was made by Mike Sargent, Interim Finance Officer.

**PUBLIC COMMENT:**

**Debbie Ponte**, Executive Director of Destination Angels Camp (DAC), told the Council that the DAC Board of Directors supports the Sales Tax Measure in order to support local services without depleting our General Fund Reserves.

**Mike Fullaway**, owner, Calaveras Lumber, told the Council that as a retailer taxes are a difficult issue, but, having said that, he supports our law enforcement.

**ACTION:** MOTION BY COUNCIL MEMBER OLIVEIRA, SECOND BY COUNCIL MEMBER METILDI, AND PASSED 5-0, DIRECTING STAFF TO PURSUE A BALLOT MEASURE ON THE NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION TO IMPOSE A ONE HALF (0.5) PERCENT SALES TAX.

**8. CONSOLIDATED STAFF REPORT**

**9. COUNCIL REPORTS**

**Council Member Metildi** - No Report

**Vice Mayor Hermann** - Attended Calaveras Council of Governments and Calaveras Transit Agency meetings.

**Council Member Oliveira** - No Report

**Council Member Behiel** - No Report

**Mayor Folendorf** - Attended Calaveras Council of Governments (CCOG) where they approved the Calaveras Transit Joint Powers Agreement and informed the Council that the Calaveras Transit JPA meetings will be held at 6:30 on the same days CCOG meets.

**11. CALENDAR**

Calendar was read by the Deputy City Clerk

**12. ADJOURNMENT**

The Regular City Council Meeting was adjourned at 7:35 PM and the City Council Adjourned to Closed Session.

a. **PURSUANT TO CALIFORNIA CODE SECTION 54957: PUBLIC EMPLOYMENT - TITLE: FINANCE OFFICER**

**13. ADJOURNMENT OF CLOSED SESSION**

**14. REPORT OUT OF CLOSED SESSION**

**ACTION:** Council action will be reported out at the Regular Meeting on May 1, 2018.



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Amanda Folendorf  
Mayor

ATTEST:

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Susan Wenger  
Deputy City Clerk

**CONSENT AGENDA 6 'b'**

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION NO. 18-19**

**A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF  
MONTE VERDA STREET AND PERI STREET FOR THE CALAVERAS  
COUNTY JR. FROG JUMP AND JR. MISS CALAVERAS EVENTS**

**WHEREAS**, the Altaville Melones Fire District supports the annual Calaveras County Jr. Frog Jump and Jr. Miss Calaveras County events on the second Saturday in May; and

**WHEREAS**, approval is requested to close a one block section of Monte Verda Street and 150 foot section of Peri Street during these events to allow additional space for activities; and

**WHEREAS**, this will temporarily impede and restrict the free passage of traffic on Monte Verda St. and a portion of Peri St. on Saturday, May 12, 2018, from approximately 8:00 a.m. until 3:00 p.m.; and

**WHEREAS**, traffic will be detoured down Stockton Road and Peri Street; and

**WHEREAS**, the Altaville Firefighters will set up and break down barricades and signage needed which will prevent the need for Public Works' staff overtime.

**NOW, THEREFORE BE IT RESOLVED**, the City of Angels City Council consents to the proposed closure of Monte Verda Street and Peri Street upon terms and conditions deemed appropriate by the City.

**ON A MOTION BY** Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution was duly passed and adopted this 1st day of May, 2018 by the following vote:

Ayes:

Noes:

Absent:

Abstain :

\_\_\_\_\_  
Amanda Folendorf, Mayor

ATTEST:

\_\_\_\_\_  
Susan Wenger  
Deputy City Clerk



**HOME OF THE JUMPING FROG**

**CONSENT AGENDA 6 'c'**

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION NO. 18-20**

**A RESOLUTION APPROVING ROAD CLOSURE OF STATE ROUTE 49 IN THE  
CITY OF ANGELS HISTORIC DISTRICT**

**WHEREAS**, the City of Angels was established in 1848 and incorporated in 1912; and

**WHEREAS**, the California State Department of Transportation granted permission to detour traffic along State Route 49 right-of-way to conduct these and future celebrations; and

**WHEREAS**, the Angels Camp Commemorative Committee (ACCC) of the Angels Camp Business Association (ACBA) is requesting approval to celebrate the City with an annual "Mark Twain Wild West Festival" to be held every third Saturday in October; and

**WHEREAS**, the date of the third Saturday in October 2018 is October 20, 2018; and

**WHEREAS**, ACCC is requesting approval from the City Council to close Highway 49 between Vallecito Road and Bret Harte Drive on this date; and

**WHEREAS**, this closure will temporarily impede and restrict the free passage of traffic over State Highway Route 49 between Vallecito Road and Bret Harte Drive from 8:00 A.M. until 6:00 P.M.; and

**WHEREAS**, the closure details and route is expected to comply with the California State Department of Transportation Encroachment permit.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Angels City Council consents to the proposed closure of State Highway Route 49 upon terms and conditions deemed appropriate and necessary by the California State Department of Transportation.

**ON A MOTION BY** Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution was duly passed and adopted this 1st day of May, 2018 by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

\_\_\_\_\_  
Amanda Folendorf  
Mayor

ATTEST:

\_\_\_\_\_  
Susan Wenger  
Deputy City Clerk



**HOME OF THE JUMPING FROG**

**CONSENT AGENDA 6 'd'**

**DATE:** May 1, 2018  
**TO:** City Council  
**FROM:** David Myers, City Engineer  
**TITLE:** **Authorization to Advertise for Contractors for the Mark Twain Road Water Main Repair Project**

**RECOMMENDATION**

Staff is recommending that Council authorize advertising for contractors for the Mark Twain Road Water Main Repair Project.

**BACKGROUND**

The City Water Distribution System has older portions that will occasionally develop a water leak that should be repaired. The City crews do most of the repairs, only requiring assistance if the project is too large or due to lack of equipment or staff.

**DISCUSSION**

The water main in the intersection of Mark Twain Road and Fairview Street is constructed of non-standard materials and a non-standard configuration. A welded steel pipe manifold was welded in-place to join water mains at differing elevations and to avoid a rock formation. The welded joint connection in one of the pipes has developed a leak and is unable to be easily repaired. The welded steel pipe manifold needs to be replaced in its entirety, which requires a larger project than the City crew can handle with their present staff and equipment.

Due to the difficulty in making a spot repair, the project limits were expanded to include the water line replacement from Fairview Street to Echo Street, replacement of two hydrants, and improving the service laterals to the adjacent homes.

The project will cost more than the amount of available funds in the normal operating budget, so at the time of the project award a budget adjustment will be requested. A rough estimate of the cost is \$35-40,000, however a more accurate cost will be known when the bids are received.

**FISCAL IMPACT**

The budget adjustment will transfer funds from the Water Enterprise funds dedicated for maintenance activities to the Water Operation & Maintenance portion of the existing budget. There will be no impact to the General Fund.

**ATTACHMENTS**

None.



**CONSENT AGENDA 6 'e'**



**DATE:** May 1, 2018  
**TO:** City Council  
**FROM:** David Myers, City Engineer  
**RE:** **Consideration of a Delegated Maintenance Agreement Between the City of Angels and Caltrans**

**RECOMMENDATION**

Staff is recommending that the City Council approve the attached Delegated Maintenance Agreement and authorize the Mayor and City Administrator to sign on behalf of the City.

**BACKGROUND**

Since July, 2002, the City of Angels Public Works Crew has been reimbursed from Caltrans for street sweeping in the downtown section of Main Street (State Route 49). In 2017 a request was made to Caltrans to update the Labor Charges in the agreement.

**DISCUSSION**

As part of their duties, the City Public Works crew has cleaned the Main Street curb and gutters downtown on a regular basis. This cleaning was in addition to the sidewalk cleaning and it is a minor amount of additional work. Because the curb and gutters are the responsibility of Caltrans, the City made an agreement in 2002 with Caltrans to be reimbursed for the street cleaning.

The area that is cleaned is from Pine Street to Finnegan on the west side and Church Street to Birds Way on the East Side. In the old agreement, the City cleaned twice a month and was reimbursed \$2,712 per year. In the new agreement the area and frequency of sweeping is the same, but the reimbursement amount is \$4,622.

**FINANCIAL IMPACT**

The City will receive \$4,622 annually from Caltrans

**ATTACHMENTS**

1. Agreement



DRAFT

DELEGATED MAINTENANCE AGREEMENT FOR  
MAINTENANCE OF STATE HIGHWAY IN THE  
CITY OF ANGELS CAMP

THIS AGREEMENT is made effective this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of ANGELS CAMP; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. The PARTIES desire to provide that CITY perform particular maintenance functions on the State highways within the CITY as authorized in Section 130 of the Streets and Highways Code.
2. This Agreement shall supersede any previous agreement or amendments thereof with the CITY for maintenance of the portion of the State highways CITY as identified in Exhibit A which is attached and made a part of this agreement.
3. The CITY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under this agreement and Exhibit "A". The Exhibit may be subsequently modified upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
4. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. The functions and levels of maintenance service delegated to the CITY in the attached Exhibit "A", Delegation of Maintenance has been considered in setting authorized total dollar amounts. The CITY may perform additional work if desired, but the STATE will not reimburse the CITY for any work in excess of the authorized dollar limits established herein.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. The STATE will reimburse the CITY for the actual cost of all routine maintenance work performed by the CITY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.
  - 1.1. Upon written request by CITY the expenditure per route for routine maintenance work, as

referred to in Exhibit "A", may be increased, decreased, redistributed between routes, or additional expenditures for specific projects may be made by STATE. However, such adjustments should be authorized in writing by the District Director or his authorized representative and accepted by in writing by CITY. Exhibit "A" need not be amended.

- 1.2. Additional expenditures or an adjustment of expenditures, once authorized shall apply only for the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as specified in Exhibit "A". An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
2. Exhibits "A" can be amended as necessary by written concurrence of PARTIES to reflect any future changes, deletion or additions or to ensure an equitable annual cost allocation.
3. The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE'S fiscal year on each June 30<sup>th</sup> and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
4. Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by the CITY for the direct cost of processing this type of bill will be allowed.
5. The CITY shall provide the STATE'S Caltrans Area Superintendent a monthly sweeping schedule, in advance, and no less than 24-hours' notice, prior to any sweeping activity involving STATE highways, or the STATE'S right-of-way.

## 6. LEGAL RELATIONS AND RESPONSIBILITIES

- 6.1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this contract or to affect the legal liability of either PARTY to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- 6.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY will fully defend, indemnify, and save harmless STATE and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- 6.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify, and save

harmless CITY and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

7. PREVAILING WAGES:

7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

7.2. Prevailing Wage Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

8. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by CITY.

10. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by either party upon thirty (30) days' prior written notice to the other party.
12. PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ANGELS CAMP

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Amanda Folendorf  
Mayor

LAURIE BERMAN  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
Melissa Eads  
City Administrator

By: \_\_\_\_\_  
SAMUEL JORDAN  
Deputy District Director  
Maintenance and Operations  
District 10

ATTEST:

By: \_\_\_\_\_  
Susan Wenger  
Deputy City Clerk

As to Form and Procedure:

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

By: \_\_\_\_\_  
Attorney  
Department of Transportation

### DELEGATION OF MAINTENANCE

The specific maintenance function indicated below is hereby delegated to CITY. This delegation of maintenance function set forth herein does not include the control and maintenance areas and functions which rest with CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
49	0.50	Westside of Main Street from Finnegan Lane to Pine Street. A length of approximate 0.25 mile. East side of Main Street from Church Street to Bird Way. A length of approximate 0.25 mile.	D	\$4622.00

\*D – This provides for removal of liter and debris from roadway surface and roadside by sweeping.

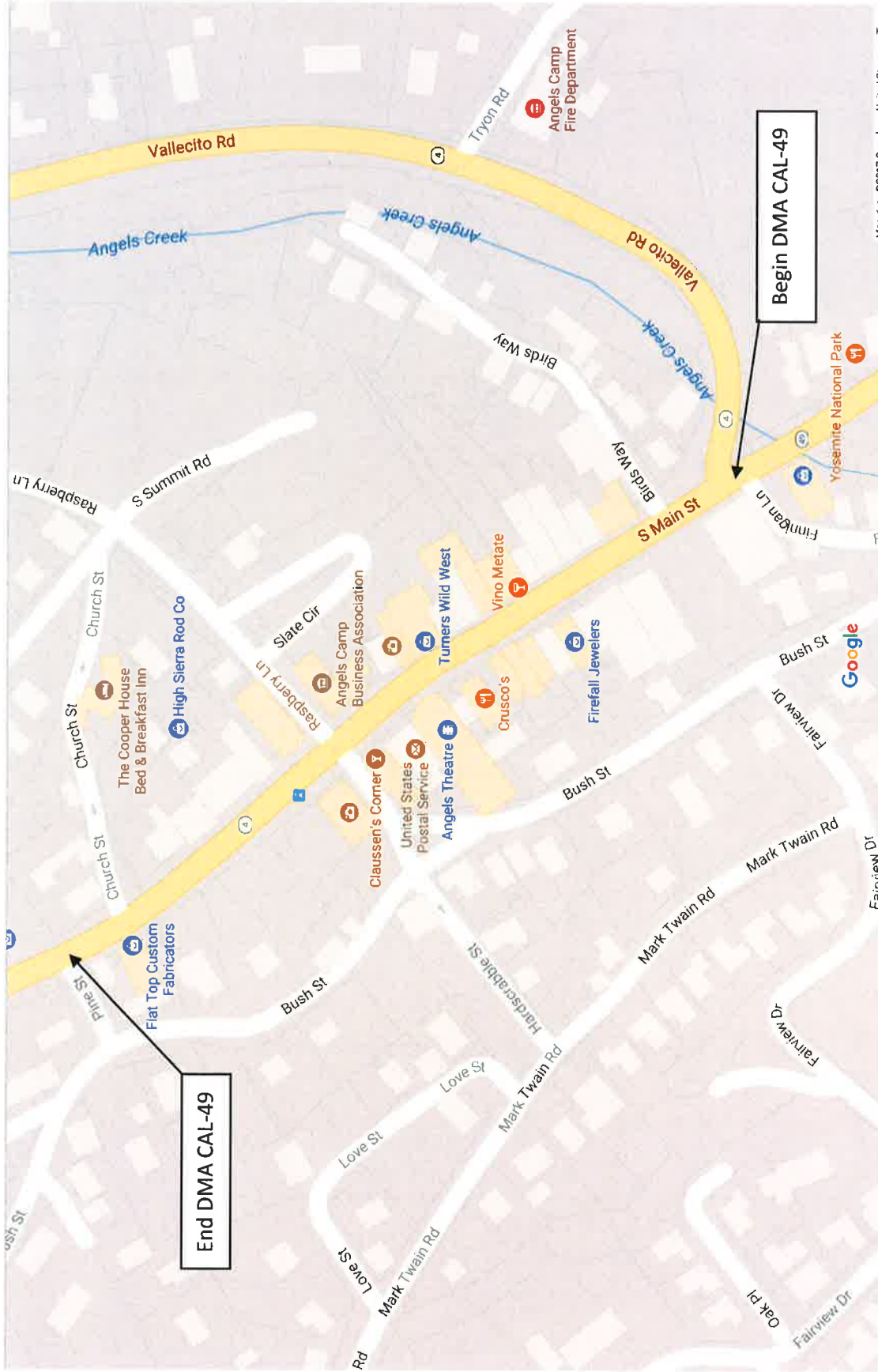
Labor \$45.35 per hour x 4 = \$181.40 per sweeping x 24 twice per month = \$4353.60

Materials and Truck = \$268.00 (per David Myers email dated 8/7/17)

**TOTAL AUTHORIZED EXPENDITURE:**

**\$4622.00**

**EXHIBIT A**



Map data ©2017 Google, Limited States. Terms

**DMA- Delegated Maintenance Agreement**

**CONSENT AGENDA 6 'f'**



**DATE:** May 1, 2018  
**TO:** City Council  
**FROM:** David Myers, City Engineer  
**RE:** **Authorization of a Resolution Adopting Caltrans Local Assistance Procedures Manual Chapter 10 for Procuring Consultant Contracts**

**RECOMMENDATION**

Staff recommends that the Council authorize the resolution adopting Caltrans Local Assistance Procedures Manual Chapter 10 for Procuring Transportation Consultant Contracts.

**BACKGROUND**

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid or state funded transportation project. Those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or construction project management services are termed Architectural and Engineering (A&E) Consultants. Local agencies requesting federal or state funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in Chapter 10 of Caltrans Local Assistance Procedures Manual, entitled "Consultant Selection". They can accomplish this by adopting Chapter 10 as their own consultant procurement manual for federal-aid and state projects or, alternatively, they may develop a local procurement manual that is Chapter 10 compliant and submit it for State and federal approval. Staff is recommending the former – the formal adoption of Caltrans' Chapter 10. This approach will save the City significant time and resources.

**Discussion:**

Strict adherence to Chapter 10's procurement procedures has received renewed attention recently. The passage of SB-1 in 2017, which will generate an estimated \$5.2 billion per year statewide for transportation improvements, included a safeguard to ensure that the new revenue is used transparently, efficiently and expeditiously. This safeguard comes in the form of an Independent Office of Audits and Investigations, including an Inspector General, appointed by the Governor, who will serve as the director of the Audits and Investigations Office at Caltrans. A change in federal administrations has also resulted in our federal transportation partners bringing "fresh eyes" to California's compliance with federal procurement procedures. Consequently, starting in January 2018, local agencies developing federal-aid or state funded projects must formally adopt Chapter 10 or, alternatively, develop their own procurement manual that is compliant with state and federal laws and regulations and have it reviewed and approved by Caltrans. Going forward, the City will not be able to be reimbursed for federal-aid or state funded consultant contracts without adopting Chapter 10 or receiving approval of its own procurement manual for federal-aid and state funded projects. Nearly all transportation improvement projects that are developed and constructed in the City are federally or



state funded. Adoption of Chapter 10 is therefore an important milestone in delivering the City's capital improvement program.

Unfortunately, this new requirement along with others being emphasized by the new Audits & Investigations group at Caltrans has resulted in a delay in the hiring of Drake Haglan & Associates for the design of the Murphys Grade Road Sidewalk & Infill Project. The City adopted a Master Agreement with Caltrans at their April 17<sup>th</sup> meeting for this project, but agendizing approval of the contract with Drake Haglan can only occur after Chapter 10 is adopted and the City self-certifies that it adhered to Chapter 10 during the procurement process. The draft self-certification is included in Exhibit 10-C, Part C.9, attached to this staff report.

To read the entirety of Chapter 10 of the Local Assistance Procedures Manual, please follow this link:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>

**FISCAL IMPACT**

None

**ATTACHMENTS**

1. Resolution
2. DRAFT Exhibit 10-C, A&E Consultant Contract Reviewers Checklist



**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION NO. 18-21**

**A RESOLUTION OF THE CITY OF ANGELS  
CITY COUNCIL ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES  
MANUAL CHAPTER 10 FOR PROCURING CONSULTANT CONTRACTS**

**WHEREAS**, the City of Angels receives state and federal funding to implement transportation planning and project delivery; and

**WHEREAS**, the statutes related to state and federal funds require a local agency to abide by various regulations; and

**WHEREAS**, the City of Angels is responsible for implementing Procurement Policies and Procedures; and

**WHEREAS**, Caltrans has developed the Local Assistance Procedures Manual (LAPM) which describes procedures required to process Federal and State funded local transportation projects; and

**WHEREAS**, Chapter 10 of the LAPM describes the selection and contracting procedures local agencies must follow in order to procure federal-aid and state funded consultant contracts with a fair and open competitive process.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of City of Angels hereby adopts the Caltrans LAPM Chapter 10 as its Procurement Policies and Procedures when selecting Consultant Contracts for federal-aid and state funded projects.

PASSED AND ADOPTED this 1st day of May, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Amanda Folendorf, Mayor

Attest:

---

Susan Wenger, Deputy City Clerk



**HOME OF THE JUMPING FROG**



No.	DESCRIPTION
	b How long was the advertisement period (in days)? <span style="float: right;">49</span>
<b>9</b>	<b>Records of response to solicitation</b>
	a How many consultants responded to this solicitation? <span style="float: right;">2</span>
	b Does your agency have a proposal responsiveness checklist? <span style="float: right;">YES</span>
	c Were records of response documented (e.g. log sheet, copies of time-stamped envelopes, other)? <span style="float: right;">YES</span> Specify: Date & time-stamped proposals received
<b>C.</b>	<b>EVALUATION AND SELECTION</b>
<b>1</b>	<b>Documentation of consultant selection</b>
	a How many consultants were evaluated? <span style="float: right;">2</span>
	b Were evaluation criteria the same as in solicitation? <span style="float: right;">YES</span>
	c Original score sheets and final rankings
	1. How many score sheets were signed by all? <span style="float: right;">8</span>
	2. How many score sheets were dated? <span style="float: right;">8</span>
	d Was Exhibit 10-O1 included in proposal (Federal funded only)? <span style="float: right;">YES</span>
	e Was Exhibit 10-U submitted if there is a consultant in a management role (if applicable)? <span style="float: right;">NO</span>
<b>2</b>	<b>Develop top ranked consultants and notify all interviewees</b>
	a Did you notify all candidates of their ranking? <span style="float: right;">YES</span>
	b Did you conduct oral interviews? <span style="float: right;">YES</span>
<b>3</b>	<b>Cost proposal</b>
	Is cost proposal in Exhibit 10-H format or equivalent complete and in the correct form based on the
	a method of payment? <span style="float: right;">YES</span>
	b Payment Method: <u>Cost Per Unit of Work (see Exhibit 10-H - Example #3)</u>
	c Is direct labor cost proposal broken down by job classifications and types of costs and/or rates? <span style="float: right;">YES</span>
	d Is the ICR for current fiscal year? <span style="float: right;">YES</span>
	e Are key personnel identified? <span style="float: right;">YES</span>
	Are "other direct cost" itemized by items of work quantity, unit price and total for each item
	f (EXHIBIT 10-H)? <span style="float: right;">YES</span>
	g Is fixed fee over 15%? <span style="float: right;">NO</span>
<b>4</b>	<b>Audit and review documents before contract execution</b>
	a Was proposed ICR submittal sent to A&I for acceptance (EXHIBIT 10-K)? <span style="float: right;">YES</span>
	b What is A&I's ICR decision? <span style="float: right;">Accepted</span>
	c Does the final cost proposal reflect the adjusted or accepted ICR? <span style="float: right;">YES</span>
<b>5</b>	<b>Record of cost/profit negotiations</b>
	a Did you verify elements of the cost proposal from the top-ranked consultant? <span style="float: right;">YES</span>
	Did you return remaining concealed cost proposals after successful cost negotiation
	b or dispose of in accordance with written policies and procedures approved by Caltrans? <span style="float: right;">YES</span>
	c Did you perform a cost analysis (wage rates, fixed fee, other direct costs, indirect costs and profits)? <span style="float: right;">YES</span>
	d Did you document your profit negotiations? <span style="float: right;">YES</span>
<b>6</b>	<b>Mandatory fiscal and federal provisions (EXHIBIT 10-R) (Federal-funded only)</b>
	a Are all mandatory fiscal and federal provisions included in contract? (Article IV to XVII) <span style="float: right;">YES</span>
	b What mandatory provisions are not verbatim? _____
	c Was Exhibit 10-O2 completed and included in the contract? <span style="float: right;">YES</span>
<b>7</b>	<b>Specify if sole source: Sole source was not used</b>
	Was a public interest finding (EXHIBIT 12-F) prepared by local agency and approved by DLAE? <span style="float: right;">NA/EME</span>

No.	DESCRIPTION	
8	Was price used as an evaluation factor?	NO
9	What Policies and Procedures have been adopted? <u>LAPM Ch.10</u>	
a	Date adopted Caltrans procedure (CPM or LAPM Ch.10) (mm/yyyy):	05/2018
b	Has Caltrans approved local agency's policies and procedures?	--select--
10	Method of payment in contract? Actual Cost-Plus-Fixed Fee (see Exhibit 10-H: Sample Cost Proposal - Examp	
11	Does contract awarded match that of solicitation?	YES
<b>D. FOR CONSULTANT CONTRACT AMENDMENT ONLY</b>		
1	Amendment number: _____	
2	Start date: _____ End date: _____	
3	Type of original contract: --select--	
4	Was small purchase used for original procurement?	--select--
5	What is A&I's ICR decision? --select--	
6	Total amended contract amount: _____	
7	Description of need for amendment: _____	
8	Has the scope of work changed?	--select--
9	Does the revised scope of work include a consultant in management support role?	--select--
10	Was Exhibit 10-U submitted if there is a consultant in management support role?	--select--

*Note: Please submit EXHIBIT 10-C using fillable PDF along with a signed copy via email.*

I certify the information I provided on and in connection with this form is true, accurate and complete and supporting documents are filed in our office filing system. I also understand that any false statements or omissions on this document may be grounds for disqualification from federal and/or State funding.

\_\_\_\_\_  
Local Agency Contract Administrator

\_\_\_\_\_  
Date

I have reviewed the Exhibit 10-C Consultant Contract Reviewers Checklist but I have not reviewed the supporting documentation in detail. The Exhibit 10-C checklist appears to have been prepared in accordance with Chapter 10 "Consultant Selection" of the Local Assistance Procedures Manual. I have not conducted a comprehensive review of the supporting documentation and cannot, therefore, attest that there are no errors, ambiguities, or omissions in the Exhibit 10-C checklist. Caltrans assumes no liability for any defect in the Exhibit 10-C by virtue of its review of this checklist.

\_\_\_\_\_  
Caltrans DLA

\_\_\_\_\_  
Acceptance Date

**INSTRUCTIONS FOR A&E CONSULTANT CONTRACT REVIEWERS CHECKLIST**

Submittal of Exhibit 10-C for new or amended consultant contracts is required for all A&E consultant contracts (State and Federal) for Caltrans review and acceptance prior to contract award. Sections A, B, and C on Exhibit 10-C will be skipped for contract amendments (Section D applies to amendments only). A designated contract administrator must prepare and sign EXHIBIT 10-C (HQ review is not required for Non A&E Contracts).

EXHIBIT 10-C must be submitted using fillable PDF along with a signed copy via email to [aoversight@dot.ca.gov](mailto:aoversight@dot.ca.gov) in the following format **FederalProjectNumber-District-Agency-New (or Revised)**.

The following are considered procedural deficiencies and may jeopardize federal and/or state funding on completed or ongoing projects.

- Did not advertise as required.
- Did not re-advertise for required period.
- Did not identify all evaluation factors in Request for Qualifications/Request for Proposals (RFQ/RFP).
- Did not identify the weights or values of each evaluation factor in RFQ/RFP.
- Method of payment in RFP not consistent with contract cost proposal.
- No supporting documentation that all proposals were received within the required time frames (example: proposals not date-stamped).
- No conflict of interest signed by panel members or evidence an appropriate Code of Ethics was followed in accordance with federal requirements.
- Profit not negotiated.
- No support that cost analysis was performed.
- Cost elements not negotiated/evidence of negotiations not maintained.
- No prior authorization given for sole source contracts.
- Title VI requirements [per 23 CFR 172 (c) (vi)] revisions needed in contracts (federal funded only).
- DBE requirements [per 23 CFR 172 (c) (vii)] revisions needed in contracts (federal funded only).

The following are considered unrecoverable deficiencies and shall result in the withdrawal of all or a portion of the federal and/or state funds from the project:

- No records or documentation to support consultant procurement.
- No support for scoring and/or ranking of consultants.

Two or more of the following are considered unrecoverable deficiencies and shall result in the withdrawal of all or a portion of the federal and/or state funds from the project:

- No justification for sole-sourcing.
- Could not support contract was advertised at all.
- No independent cost estimate performed.
- Local preference used.
- Price used as an evaluation factor.
- Scoring evaluation factors or weights do not match those identified in the RFQ/RFP.
- Did not include any evaluation factors in the RFQ/RFP.

- Cost proposal does not break down job classifications and types of costs by amount and/or rates.
- Missing Title VI requirements [per 23 CFR 172 (c) (vi)] from contracts (Federal Funded Only).
- Missing DBE requirements [per 23 CFR 172 (c) (vii)] from contracts (Federal Funded Only).

## A. PROCUREMENT PLANNING

### 1. DESCRIPTION OF NEED FOR CONSULTANT

Describe need for consultant: How was the need for a consultant justified? Compare the project schedule and objectives with local agency capabilities, staff expertise and availability, and funding resources.

### 2. LOCAL AGENCY CONTRACT ADMINISTRATOR (NAME & CONTACT INFO)

The Local Agency Contract Administrator must be a qualified local agency employee, or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract.

- a. Include contact information: name of contract administrator.
- b. Phone and email of contract administrator.

### 3. SCOPE OF WORK

Indicate if scope of work (SOW) is included in solicitation and contract. SOW means all services, work activities, and actions required of the consultant by the obligations of the contract.

- a. Indicate if the contract includes a consultant in a management role (EXHIBIT 10-U). The use of a consultant in a management role should be limited to unique or unusual situations. These situations require a thorough justification and approval by FHWA before contract execution.
- b. Schedule of work from work breakdown structure (WBS) helps to determine the schedule of contract delivery and must be included in the scope of work to increase accountability and efficiency of a contract.

### 4. INDEPENDENT COST ESTIMATES (ICE)

- a. Enter the amount of an independent cost estimate (ICE). An ICE is needed for cost analysis and contract negotiation (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable cost. In order to properly identify the maximum amount of the contract and to assess the validity of a consultant's cost proposal, the contracting agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work.
- b. Agencies are required to maintain documentation to show how the ICE was calculated. Several methods can be used. Refer to Module 4 for examples on how to calculate the ICE at:

<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M4-slides.pdf> or  
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M4-2016-11-14.mp4>.



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**B. SOLICITATION DOCUMENTS AND ADVERTISEMENT****1. CONSULTANT SELECTION COMMITTEE AND CONFLICT OF INTEREST**

- a. A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals.
- b. Exhibit 10-T should be completed by all panel members and anyone involved in the procurement process, and include signatures and dates.
- c. Completed Exhibit 10-T includes all applicable boxes checked and the contract administrator's signature verifying no conflicts of interest.

**2. PROCUREMENT SCHEDULE**

Provide an estimated schedule for the procurement process. Establish a submittal deadline for responses to the RFP/RFQ that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal. Except in unusual circumstances, this deadline shall not be fewer than 14 calendar days from the date of issuance of the RFP/RFQ. A contract procurement schedule must be completed before advertising the contract and included it in the solicitation document, identifying key dates for consultant selection activities.

**3. TYPE OF CONTRACT**

Specify the anticipated type of contract listed in the solicitation document. Three contract types are typical for A&E consultant services for Federal aid highway projects. Contract type refers to the method in which the contract is structured to cover the work.

- a. Project-specific contract: A contract between the contracting agency and consultant for the performance of services and a defined scope of work related to a specific project or projects
- b. Multi-purpose or Multi-phased contract: A project-specific contract where the defined scope of work is divided into phases that may be negotiated and executed individually as the project progresses.
- c. On-call contract: A number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period. An "on-call" typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, field surveying, etc. Further requirements for on-call contracts:
  1. Specify a reasonable maximum length of contract period, including the number and period of any allowable contract extensions, which shall not exceed five years;
  2. Specify a maximum total contract dollar amount that may be awarded under a contract;
  3. Include a statement of work, requirements, specifications, or other description to define the general scope, complexity, and professional nature of the services; and
  4. Indicate if multiple consultants are to be selected and multiple on-call or indefinite delivery/indefinite quantity (IDIQ) contracts will be awarded through a single solicitation for specific services, and if so, how task orders will be issued.

#### 4. METHOD OF PAYMENT

The anticipated method of payment must be specified in the original solicitation, the executed contract and any subsequent modification thereto. Methods of payment are based on the scope of services to be performed:

- a. *Actual Cost-Plus-Fixed Fee*: is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. Fixed fees apply to the total direct and indirect costs.
- b. *Cost Per Unit of Work*: is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance and the extent or quantity of the work is indefinite
- c. *Specific Rates of Compensation*: should only be used when estimating the extent or the duration of work is not possible at the time of procurement, or estimating costs with any reasonable degree of accuracy.
- d. *Lump Sum*: is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations.

When the method of payment is other than lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

#### 5. EVALUATION CRITERIA AND WEIGHTS (EXHIBIT 10-B)

The criteria and relative weights must be included in the RFP/RFQ, and the same criteria and relative weights must be used on the evaluation sheets. See Exhibit 10-B for example criteria. The evaluation criteria MUST have weights in order to properly evaluate the submittals. The criteria MUST be the same as what was listed in the solicitation document. Any changes not made through an addendum render the contract invalid. The combined total of non-technical criteria cannot exceed 10% of the evaluation criteria. Consultants should be initially ranked based on raw data and the final ranking based on the sum of the initial ranking. Please see example iii. Module 3: Evaluation and Selection of Consultant located at:

- <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M3-slides.pdf> or
- <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M3-2016-08-31.mp4>

#### 6. PROCUREMENT TYPE (RFP vs RFQ)

- a. One step RFQ: For services (materials testing, construction inspection, etc.).
- b. One step RFP: For project specific work (bridge painting, roadway design, etc.).
- c. The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or pre-qualified list, through a single solicitation. This method requires substantially more work and time than the other two methods described above.
- d. Length of contract: all contracts must have a duration specified. On-call contracts should not exceed five years (three year contract with options to twice extend an additional year). The type and length of the contract should be listed in the solicitation.

#### 7. DBE UTILIZATION GOAL SETTING (FEDERAL FUNDED ONLY)

DBE goals are required for all Federal-aid contracts including on-call contracts.

- a. Exhibit 9-D (DBE Contract Goal Methodology) must be submitted to Caltrans. An agency must have documentation as to how the goal was calculated. Use your independent cost estimate and follow the DBE procedures located at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter9/9d.pdf>
- b. Exhibit 10-I (NOTICE TO PROPOSERS DBE INFORMATION) must be included in the solicitation.
- c. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation are considered nonresponsive and shall be rejected.
- d. Zero (no subcontracting opportunities) DBE goals must be verified by the DLAE prior to contract execution. No goal means DBE was not considered in solicitation.
- e. Exhibit 15-H (DBE Information - Good Faith Efforts) must be approved by LPA.

## 8. RECORDS OF PUBLICATION FOR RFP OR RFQ

- a. List the platform that was used to advertise the RFP/RFQ: A public forum must be used that gives both in-state and out-of-state consultants a fair opportunity to be considered for award. Acceptable advertisements include, although not limited to: public clearinghouse, Planetbids, Public Purchase, and local agency's website.
- b. Advertising must be at least 14 calendar days. Caltrans suggests 21 days minimum.

## 9. RECORDS OF RESPONSE TO SOLICITATION

- a. A minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement; if only one proposal is received, a signed Public Interest Finding (PIF) approved by the DLAE is required. In either case, the re-advertisement of the RFP should be considered as an option.
- b. The Contract Administrator must evaluate each SOQ/SOP and verify each proposal contains all of the forms and other information required by the solicitation.
- c. All proposals received should be documented (e.g. log sheet, copies of time-stamped envelopes, etc.), and copies must be kept in agency's files.

## C. EVALUATION AND SELECTION

### 1. DOCUMENTATION OF CONSULTANT SELECTION

- a. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. All supporting documentation must be retained in the project files for the required retention period in the event an audit or review is performed.
- b. Evaluation criteria must be the same as in solicitation from which a qualifications based selection was conducted.
- c. Original score sheets complete with signatures must be in the file. Spreadsheets alone are not an acceptable method of showing evaluation. Score sheets must be signed and dated by all evaluators.
- d. Exhibits 10-O1 must be included in the technical proposal or the statement of qualification package provided to the local agency by each (prime consultant) proposer and required to be submitted to the DLAE for federal reimbursement (Federal funded projects only). For calculating goals, refer to:  
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M2-slides.pdf> or  
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M2-2016-09-02.mp4> Module 2.

For contracts with no DBE contract goal, Exhibit 10-O1 is not necessary.

- e. Exhibit 10-U must be completed by all consultants in management support role positions and submitted to FHWA for approval through Caltrans HQ prior to contract execution.

## 2. DEVELOP TOP RANKED CONSULTANTS AND NOTIFY ALL INTERVIEWEES

- a. Three or more highest ranked consultants (short listed) will be interviewed and a final ranking of the highest ranked consultants must be developed. All consultants that submitted technical proposals must be informed about the final ranking of consultants. Notes should be kept to explain why a particular consultant was not selected if requested.
- b. Interviews are to be structured and conducted in a formal manner. Each consultant to be interviewed is sent an invitation to the interview, with an agenda and timeline. A copy of the draft proposed contract, defining the standard contract language/boilerplate is also provided. Reference checks shall be completed and other information gathered before the interviews are conducted. All oral interviews must be evaluated including signatures and dates.

## 3. COST PROPOSAL

- a. All cost proposals need to be in the same format as Exhibit 10-H or equivalent and contain all of the cost components including direct, indirect, other direct, and fee.  
See <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf> for sample form for each method of payment.
- b. The method of payment must be specified in cost proposal. Four methods are permitted depending on the scope of services to be performed: Actual Cost-Plus-Fixed Fee; Cost Per Unit of Work; Specific Rates of Compensation; Lump Sum.
- c. Cost proposal must identify classifications to be billed. Labor costs must be broken down to direct and indirect.
- d. ICR must be the most currently ended fiscal year (within 18 months of ICR submittal). Please refer to A&I guidance on ICR annual fiscal year determinations.
- e. All key personnel must be identified in cost proposal.
- f. Cost proposal must include other direct costs and supporting calculations (EXHIBIT 10-H)
- g. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. Fixed fees in excess of 15% of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist (23 CFR 172.11.b (3) (iii)).

## 4. AUDIT AND REVIEW DOCUMENTS

For contracts equal to or greater than \$150,000, an annual Exhibit 10-K, Consultant Annual Certification of Indirect Cost and Financial Management System of all A&E firms on the contract must be submitted to A&I for review (All prime and sub-consultants) for both federal and state funded contracts. The firm will be listed on A&I's website, if the firm's annual indirect cost rate has been accepted by A&I and shown with the identification number and the applicable fiscal year.

- a. Proposed indirect cost rate on all contract proposals are subject to review by A&I prior to execution.
- b. The review may result in acceptance, adjustment, or denial of proposed ICR. The final cost proposal must be revised if applicable to reflect the adjusted or denied ICR.
- c. Any findings by A&I need to be resolved prior to contract execution or the contract could be considered ineligible for state and/or federal funding.

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**5. RECORD OF COST/PROFIT NEGOTIATIONS**

- a. Selected/best-qualified consultant's cost elements must be analyzed including necessity for and reasonableness (verification of cost or price information not comparing cost or price data).
- b. At the completion of successful cost negotiations, all remaining concealed "unopened" cost proposals shall be returned to consultants or dispose of in accordance with written policies and procedures approved by FHWA (23 CFR 172.5(c)).
- c. Cost analysis, i.e., verifying the cost in the cost proposal from the top-ranked consultant and evaluating the specific elements such as direct salary or wage rates, fixed fee, other direct costs, indirect costs and profits (23 CFR Part 172.11(b)). Cost Analysis is the analysis of the separate cost elements of a service to verify proposed costs are reasonable for the work to be performed and in compliant with Federal cost principles. Cost Analysis is used to verify direct cost in consultant's cost proposal to actual costs of labor, products and services and to determine if the costs are reasonable. Price Analysis (comparisons with previous prices) may be included, provided a cost analysis was performed on the previous prices, reasonableness was determined and the previous contracted work is substantially the same.
- d. In accordance with federal guidelines, project record of negotiations of cost/profit shall be kept for at least three (3) years after payment of the final federal or state voucher.

**6. MANDATORY FEDERAL FISCAL PROVISIONS (FEDERAL-FUNDED ONLY)**

- a. The 14 articles list in Exhibit 10-R as mandatory and verbatim must be in the contract.
- b. List provisions that are not verbatim.
- c. Exhibits 10-O2 must be completed at the conclusion of cost negotiations, incorporated into the final agreement and a copy sent to the DLAE. Refer to:  
<https://player.vimeo.com/video/127551624> or  
<http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/M2-2016-09-02.mp4> Module 2 for calculating goals.

**7. SOLE-SOURCE CONTRACT**

Sole-source also known as noncompetitive is defined as the method of procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation. Sole-source contracts should be used only in very limited circumstances. Document the justification for sole-source in detail. For sole-source contracts, the DLAE must approve and sign the Public Interest Finding (PIF) EXHIBIT 12-F. If the PIF is not approved, the contract is considered invalid and not federally reimbursable. All sole-source PIF's must have an independent cost estimate attached.

**8. EVALUATION FACTOR**

For A&E contracts, price cannot be used as an evaluation factor (unless using the small purchase procedure). Price should not be considered until negotiations. Only the consultant chosen for negotiations should have their cost proposal opened (all other proposals should be returned to sender unopened or disposed of according to agency policy after contract execution).

**9. POLICY AND PROCEDURES**

- a. Date adopted Caltrans procedures - Consultant Procurement Manual (CPM) or LAPM Ch. 10. According to federal regulations, an agency must have an approved procedure or adopt Caltrans.
- b. If not Caltrans procedures, has local agency's procedure been approved by Caltrans? Local agency can use their own procedures but these must be approved by Caltrans to be considered valid. All agencies must follow LAPM Ch. 10 for consultant contracts in addition to any policies and

procedures they have in place.

## **10. METHOD OF PAYMENT IN CONTRACT**

The method of payment listed in the executed contract should be the same as the solicitation and cost proposal.

## **11. CONTRACT AWARDED SHOULD MATCH SOLICITATION**

The type of contract (Specific, Multi-phased, or On-call) listed in the executed contract must be the same as the solicitation and cost proposal.

## **D. FOR CONSULTANT CONTRACT AMENDMENT ONLY**

### **1. AMENDMENT NUMBER**

Every contract amendment must have an amendment number and that amendment number must be specified in the EXHIBIT 10-C.

### **2. SPECIFY MAXIMUM LENGTH OF CONTRACT AMENDMENT**

Specify a reasonable maximum length of consultant contract amendment period by indicating start date of the amendment and end date of the total new-contract period. For on-call contract, the maximum length of consultant contract amendment period shall not exceed five years in total.

All contract amendments must be fully executed before the ending date of the contract. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement.

### **3. TYPE OF ORIGINAL CONTRACT**

Specify the original type of contract awarded in a contract amendment. Three contract types which are typical for A&E consultant services for Federal aid highway projects are project-specific, multi-phased, and on-call. A contract type specified in the contract amendment shall match with the original contract.

### **4. WAS SMALL PURCHASE USED FOR ORIGINAL PROCUREMENT?**

The full amount of any contract modification or amendment that would cause the total contract amount to exceed the federal simplified acquisition threshold (currently established at \$150,000) would be ineligible for federal funding. Also, FHWA reserves the right to withdraw all federal-aid funding from a contract if it is modified or amended above the applicable established simplified acquisition threshold. All small purchase contracts shall have a start and end date.

### **5. WHAT IS A&I'S ICR DECISION?**

For amended contracts equal to or greater than \$150,000, an annual Exhibit 10-K, Consultant Annual Certification of Indirect Cost and Financial Management System of all A&E firms on the contract must be submitted to A&I for review (All prime and sub-consultants) for both federal and state funded contracts. Proposed indirect cost rate on all contract proposals are subject to review by A&I prior to contract execution. The review may result in acceptance, adjustment, or denial of proposed ICR. The final cost proposal must be revised if applicable to reflect the adjusted or denied ICR.

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**6. TOTAL AMENDED CONTRACT AMOUNT**

Specify a maximum total amount of amended contract that may be awarded under the total contract. A&E Consultant Audit and Review Process of LAPM Chapter 10 shall apply to the entire contract and must be completed prior to execution of the contract amendment.

The full amount of any contract modification or amendment that would cause the total contract amount to exceed the federal simplified acquisition threshold (currently established at \$150,000) would be ineligible for federal funding.

**7. DESCRIPTION OF NEED FOR AMENDMENT**

Describe need for amendment of the existing project schedule and objectives: How was the need for an amendment justified? How has the original project been handled and why is it required to be modified? (e.g.: Extra time, added work, or increased costs). Only work within the original advertised scope of services shall be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement.

**8. HAS THE SCOPE OF WORK CHANGED?**

Scope of work and preparation of amendments must be clearly stated in EXHIBIT 10-C and the amendment contract to ensure that any changes to the scope are within the constraints of the original RFP/RFQ.

Only work included within the original advertised scope of services and evaluation criteria of the solicitation from which a consultant was selected based on qualifications to perform may be incorporated into a contract. Necessary or desired services which are outside of the advertised scope from which the qualifications based selection was conducted should be procured under a new advertisement, accomplished with in-house contracting agency staff, or performed under an existing on-call contract which allows for the desired services, necessary qualifications, costs, and schedule.

**9. DOES THE REVISED SCOPE OF WORK INCLUDE A CONSULTANT IN MANAGEMENT SUPPORT ROLE?**

Indicate if the contract amendment includes a consultant in a management role. Local agency shall fill out EXHIBIT 10-U if they need for a consultant(s) in management support role.

**10. WAS EXHIBIT 10-U SUBMITTED IF THERE IS A CONSULTANT IN MANAGEMENT SUPPORT ROLE?**

A completed Exhibit 10-U shall be submitted to FHWA for approval prior to execution of the contract amendment for which federal funds are being sought. Local agencies must submit an approved Exhibit 10-U prior to seeking federal reimbursement.

**REGULAR AGENDA 7 'a'**



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

**DATE:** May 1, 2018  
**TO:** City Council  
**FROM:** Melissa Eads, City Administrator  
**RE:** **APPROVAL OF A CONTRACT AWARD WITH CITYGATE ASSOCIATES, LLC FOR THE ORGANIZATIONAL REVIEW AND BUDGET STABILIZATION STUDY WITH DIRECTION TO STAFF TO NEGOTIATE THE CONTRACT WITH AN AMOUNT NOT TO EXCEED \$65,000.**

**RECOMMENDATION**

It is recommended that the City Council award a contract to Citygate Associates and direct staff to negotiate contract Terms and Conditions for the completion of the Organizational Review and Budget Stabilizations Study (the Study) in an amount not to exceed \$65,000.

**BACKGROUND**

The City approved the allocation of funds to support the Study at the Regular Meeting of March 6, 2018. Upon approval, Staff issued a Request for Proposals (RFP) on March 15, 2018. The closing date for Proposals was April 13, 2018. At that time, two (2) Proposals were received: Citygate Associates and Management Partners. On April 18, 2018 a Review Committee comprised of City Department Heads met to review and discuss the proposals. Given the competitiveness of both, interviews were scheduled and held on April 23, 2018. Upon completion of interviews, the Review Committee selected Citygate Associates as the preferred consultant for contract award.

**DISCUSSION**

Citygate has proposed a Scope of Work that meeting the objectives a proposed by Staff in the RFP. The project is within the projected budgeted amount and includes an aggressive timeline. The timeline may be amended upon project initiation. Copies of the Proposals are available for review at City Hall upon request.

The Study seeks to:

- Work with a project steering committee to determine areas of focus for the planning process.
- Facilitate strategic goal setting workshops with Council Members and the community necessary to guide strategic investments with limited resources.
- Facilitate an organizational review including a review and analysis of the organizational structure; department operations; identification of short and long-term challenges; basic service delivery, staffing and



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

capital/facility infrastructure needs; and evaluation of best practices for small rural cities. Specific focus to be attributed to police, fire, museum, and public works.

- Complete a budget stabilization study with presentation of sustainable budget scenarios including findings from the Organizational Review; a 5- to 10-year financial forecast; identification and analysis of expenditure reduction strategies; recommendations for alternative service delivery models which may include contracting opportunities, private partnerships, or consolidation; identification and analysis of revenue enhancements including but not limited to consideration of local funding alternatives, planning considerations, and other financial recommendations necessary to maintain City service delivery and infrastructure needs.
- Development of implementation plan including recommendations for financial policies; exploration of local funding alternatives; and methods, timelines, and prioritization of short and long-term implementation measures.
- Development of a 10-year capital expenditure plan for the General Fund.

#### **FINANCIAL IMPACT**

The Council approved the budget item on March 6, 2018. The Budget adjustment in the amount of \$65,000 has been made and the Study is included in the FY 2017/2018 Budget.

#### **ATTACHMENTS**

Contract and Scope of Work



This Agreement is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, 2018 by and between the **CITY OF ANGELS**, a municipal corporation ("City") and Citygate Associates, LLC, 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 until all authorized work is approved by the City.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$63,774**. In no event shall Consultant's compensation exceed \$63,774 without additional written authorization from the City. Payment by City 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 for a 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 in this 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 named officers, 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 court determines 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 in coverage 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 personally or 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 P.O. Box 667, 584 S. Main St. Angels Camp, CA 95222 Attention: Melissa Eads, City Administrator
If to Consultant:	Citygate Associates, LLC. 2250 East Bidwell Street, Suite 100 Folsom, CA 95630 Attention: David DeRoos

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 both Consultant 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.

26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, 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 violation of 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 there from.

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

By: \_\_\_\_\_  
David DeRoos,  
President Citygate Associates, LLC.

**ATTEST:**

\_\_\_\_\_  
Susan Wenger,  
Deputy City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Douglas White, City Attorney

## Exhibit 'A'

### SCOPE OF WORK

#### 3.1 Project Approach

This section of Citygate Associates' proposal provides an overview of our study design. To describe our overall approach, we first discuss what the Work Plan needs to address, as outlined in the RFP, followed by the project's scope and objectives as outlined in the RFP. This section concludes with a detailed description of the proposed Work Plan and project schedule.

##### 3.1.1 Study Background

The City of Angels Camp is soliciting proposals to conduct an organizational review and budget stabilization assessment with the purpose of developing a strategic, goal-focused, sustainable budget strategy. The Work Plan needs to address the following areas: steering committee participation, strategic goal setting, community and council participation, organizational review, budget stabilization study, alternative analysis, and implementation plan.

In simple terms, the study to be produced should assess the City and its operations, examine both revenues and expenditures, and report to the City where it is now, both operationally and financially, and what options it has for future revenue growth and expenditure controls and/or reductions. That report and accompanying fiscal models<sup>1</sup> can be used in strategic planning with the City Council, staff, and community members.

##### 3.1.2 Project Scope and Objectives

Based on the City's RFP, we understand that the scope of the study encompasses the following objectives:

- Work with a project steering committee to determine areas of focus for the planning process.
- Facilitate strategic goal setting workshops with Council Members and the community necessary to guide strategic investments with limited resources.
- Facilitate an organizational review including a review and analysis of the organizational structure; department operations; identification of short and long-term challenges; basic service delivery, staffing and capital/facility infrastructure needs; and evaluation of best practices for small rural cities. Specific focus to be attributed to police, fire, museum, and public works.
- Complete a budget stabilization study with presentation of sustainable budget scenarios including findings from the Organizational Review; a 5- to 10-year financial forecast; identification and analysis of expenditure reduction strategies; recommendations for alternative service delivery models which may include contracting opportunities, private partnerships, or consolidation; identification and analysis of revenue enhancements

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<sup>1</sup> Citygate recommends that a decision about whether financial forecasts should span a 5- or 10-year horizon be made after Citygate has reviewed the City's financials. It will be important for the instrument to be as accurate as possible, and accuracy depends on many factors that can be evaluated as the study progresses. Citygate is fully capable of creating the model at either length of time desired by the City.

including but not limited to consideration of local funding alternatives, planning considerations, and other financial recommendations necessary to maintain City service delivery and infrastructure needs.

- Development of implementation plan including recommendations for financial policies; exploration of local funding alternatives; and methods, timelines, and prioritization of short and long-term implementation measures.
- Development of a 10-year capital expenditure plan for the General Fund.

## **Task 1: Initiate and Manage the Project**

### **Task Objectives:**

- To verify the study's scope and objectives.
- To obtain and review documentation to develop an overview of the City's organization, functions, and operations.
- To identify key staff and stakeholders who will be involved in the study.
- To maintain ongoing communications and reporting with the City.

### **1.1 Discuss Project with the City to Initiate Study**

A key to a successful review is a mutual understanding of the project's scope and objectives. Citygate will conduct a teleconference with the Project Manager and City Manager to correlate our understanding of the study's scope and ensure that our Work Plan and project schedule are mutually agreeable. This early effort to clearly define expectations, roles, and lines of communication should result in better focus on substantive issues as the engagement progresses.

### **1.2 Obtain and Review Documentation**

Our document review will include the City budget, audit reports, and departments' mission statements, overall strategic work plans, goals and objectives, organization charts, staffing guidelines, position descriptions, operating and capital budgets, ongoing management information reports, special reports, operating and work load statistics, user fees and charges, and pertinent City, state and federal legislation and guidelines.

Specifically, the document review will include, at a minimum, the following:

1. Any adopted mission, goals, objectives, performance standards, etc., of the City as they relate to the operations of the City.
2. Position descriptions and organization charts that will be current when report is published.
3. Current and prior two years of detailed operating and capital budgets, year-end revenue/expenditure printouts, and audit reports (including audit management letters).

4. Current fee schedules and other revenue ordinances and/or resolutions.
5. Staffing levels, including resource allocation and utilization.
6. Any administrative and financial policies, procedures, and practices adopted and in use by the City.
7. Personnel policies, procedures, and practices.
8. Current labor agreements.
9. Any future years' capital improvement plans or analysis and, to the extent available, current workload and workload trend information.
10. The services and service levels of each department, including detailed performance measures, if available.
11. Inventory of fixed assets and all identified infrastructure deficiencies.
12. Operating statistics and other information systems reports.
13. List of information technology (IT) systems and/or software in use for financial and/or HR record keeping.
14. List of social media, website platform, GIS, or other databases in use.

### **1.3 Monitor Engagement Progress and Completion of Tasks**

We have combined the initial task of starting the project with the ongoing task of monitoring, directing and administering the project. In addition to ongoing oral progress reports with assigned City staff, we will provide monthly written status reports.

#### **Key Milestones/Deliverables:**

Document Request List

Monthly written status reports

#### **Resources Needed for this Task:**

Jay Corey, Principal / Project Director: 2 hours

Jane Chambers, Project Manager / Lead Consultant: 7 hours

Andy Green, Local Government Finance Specialist: 8 hours

## **Task 2: Communicate with Steering Committee and Involve Internal Stakeholders**

### **Task Objectives:**

- To involve appropriate employees in the study and solicit their input.

- To meet with the key individuals involved in the study, to identify key issues, broad trends, and service delivery goals relevant to the process.
- To obtain perspective on functions and operations from the department/division heads and key employees.
- To learn and identify strategic priorities from the Steering Committee, City Council members, City department heads, and other stakeholders.

**2.1 Meet On-Site with Steering Committee Members as Part of the On-Site Interviews**

To determine the areas of focus for the planning process, Citygate will meet with Steering Committee members.

**2.2 Interview Elected Officials, City Management, other Stakeholders**

To enhance our understanding of the issues at stake in this review, we will meet with and interview the Mayor, City Council members, the City Manager, and six department heads. The Project Team will also interview up to three other key staff and/or public stakeholders, as identified in collaboration by the Steering Committee. A goal of the interviews is to orient the consultant team to the history and current context in which the study is taking place.

**Key Milestones/Deliverables:**

One, two-and-a-half-day on-site trip for interviews with the Steering Committee, Mayor, City Council, City Manager, department heads, and up to three other key staff and/or public stakeholders. Each interview meeting will last approximately one hour, consisting of 15 hours of one-on-one interviews plus two hours for meeting with the Steering Committee, totaling 17 hours.

**Resources Needed for this Task:**

Jay Corey, Principal / Project Director: 24 hours

Jane Chambers, Project Manager / Lead Consultant: 24 hours

Andy Green, Local Government Finance Specialist: 24 hours

**Task 3: Conduct Organizational Review and Budget Stabilization Study**

**Task Objectives:**

- To determine if City organizational structure aligns with its resources.
- To identify opportunities for enhancing revenues and controlling expenditures.
- To explore alternative service delivery approaches.
- To develop a model for 5- to 10-year financial forecasting.
- To develop a 10-year General Fund capital expenditure plan model.
- To review preliminary findings with the City Manager.

### **3.1 Analyze the Systems and Procedures Employed to Deliver Services**

In this task, we will evaluate deployment, training, competing uses for resources, and the effective use in carrying out tasks assigned. Our analysis will give particular attention to unmet needs, trend analysis, and alternatives to existing current delivery mechanisms. Our objective in this task is to develop a detailed understanding of how the City operates. This will include how each department (1) is designed to work; (2) actually works in practice; (3) positively or negatively interfaces with other systems; and (4) achieves effective and efficient delivery of services.

### **3.2 Complete Organizational Assessment**

At the conclusion of this task, we will have a high-level understanding of the major systems and staffing employed by the City. Improvements may be recommended where departments do not meet desired service levels, or where they are outdated or cost-inefficient. In addition, we will develop and catalog our findings and major recommendations. We will ensure our assessment addresses the following questions:

1. Is there an adequate mix of staff skill sets and capabilities to handle the work of each department?
2. Are the roles of each department clearly established and accepted?
3. Are there efficiencies or improvements that can be achieved through the consolidation of processes, job duties, the elimination of redundancies, etc.?
4. Can information technology improvements add value, efficiency, and effectiveness?
5. Can training improvements add value, efficiency, and effectiveness?
6. To what extent could each department realistically take on additional duties or projects given current staffing levels?
7. Are the functions of each department organized logically?
8. Are management and supervisory spans of control efficient and effective?
9. Is there a structured process for objective-setting, priority-setting, and service delivery planning? If so, is it effective?
10. Does each department have the resources necessary to achieve their objectives and expected service levels?
11. Is each department flexible and able to respond effectively to changes in service demand?
12. Does each department have a strong service orientation?
13. Are staffing levels and workload demands in balance?
14. Are the facilities and equipment available to the departments adequate to effectively meet service demands?
15. Are communications within and among the departments effective?

16. Has each department taken advantage of available technology and modern management practices to improve organizational effectiveness?
17. Are reporting and records systems adequate?
18. Is long-term planning conducted?
19. Is there an effective management system for controlling expenditures?

### **3.3 Analyze Revenues and Expenditures**

Citygate's assessment will address the following questions about revenues and expenditures:

- What are City of Angels Camp revenue sources?
- Are there opportunities for revenue enhancements? Local funding alternatives?
- What are City of Angels Camp expenditures?
- Are there opportunities for contracting, private partnerships, or consolidation?

### **3.4 Develop a 5- to 10-Year Forecasting Model**

Citygate will create an instrument that can be readily updated, used and maintained by the City for use in future budgeting processes.

### **3.5 Complete Budget Stabilization Analysis**

Citygate will provide financial and budgetary principals to build best practice policies and procedures necessary to assist with sustainable financial choices.

### **3.6 Develop a 10-Year General Fund Capital Improvement Plan Model**

Citygate will create an instrument that can be readily updated, used, and maintained by the City for use in future General Fund Capital Improvement Plan modeling.

### **3.7 Meet with the City Manager to Review Preliminary Findings via Teleconference**

At the conclusion of Citygate's primary analysis in Task 3, Citygate will meet with the City Manager via teleconference to review and substantiate Citygate's preliminary findings and recommendations to date. In addition, Citygate will collaborate with the City Manager to identify key strategic perspectives that will lay the groundwork for success in Task 4 working reviews with the City Council, Steering Committee, and the public.

#### **Key Milestones/Deliverables:**

Preliminary Findings Briefing PowerPoint document for the teleconference meeting with the City Manager

#### **Resources Needed for this Task:**

Jay Corey, Principal / Project Director: 20 hours

Jane Chambers, Project Manager / Lead Consultant: 23 hours

Andy Green, Local Government Finance Specialist: 20 hours



## Task 4: Facilitate Strategic Goal-Setting and Workshops

### Task Objectives:

- To provide an opportunity to listen and gather community thoughts and desires regarding priorities for City services, revenues, and expenditures.
- To receive comments; surface any additional information, questions, or concerns that need to be addressed; solicit City Council, City Manager, Steering Committee, and public suggestion for implementing changes.
- To review the to-date findings and facilitate a strategic goal-setting workshop with the City Council members.
- To review the to-date findings with the Steering Committee.
- To facilitate a strategic goal-setting workshop with the public.

#### 4.1 Prepare PowerPoint Presentation for Strategic Goal-Setting Workshops

After the Task 3 teleconference meeting with the City Manager, the Citygate team will integrate this feedback into a PowerPoint presentation that will be used during the strategic goal-setting workshops with the Council Members and public and the to-date findings review with the Steering Committee.

#### 4.2 Meet On Site with the City Manager

To begin Citygate's major on-site block of stakeholder listening in this task, Citygate will first meet on site with the City Manager.

#### 4.3 Meet with City Council Members to Review To-Date Findings and Facilitate a Strategic Goal-Setting Workshop

Prior to its meetings with the Steering Committee and public, Citygate will review to-date findings with City Council Members and facilitate a strategic goal-setting workshop. This step will allow Citygate and the City to collaboratively guide strategic investments with limited resources based on community goals.

#### 4.4 Meet with Steering Committee to Review To-Date Findings

To ensure that the Task 1 Steering Committee areas of focus have been addressed for the planning process, Citygate will review to-date findings with the Steering Committee after the Council Member goal-setting workshop.

#### 4.5 Facilitate a Strategic Goal-Setting Workshop with the Public

Citygate will facilitate a strategic goal-setting workshop with the public. This step will allow Citygate and the City to collaboratively guide strategic investments with limited resources based on community goals.

#### Key Milestones/Deliverables:

One-and-a-half-day on-site trip to meet with the City Manager, meet with the Steering Committee, and facilitate a strategic goal-setting workshops with the Council Members and public.

PowerPoint presentation that will be used during the strategic goal-setting workshops with the Council Members and public and the to-date findings review with the Steering Committee.

#### Resources Needed for this Task:

Jay Corey, Principal / Project Director: 13 hours

Jane Chambers, Project Manager / Lead Consultant: 15 hours

Andy Green, Local Government Finance Specialist: 14 hours

## Task 5: Produce the Draft and Final Reports

### Task Objectives:

- To integrate community feedback from the City Manager, Steering Committee, City Council Members, and the public into a comprehensive Draft Report.
- To produce and review the Draft Report with the City.
- To produce and review a 5- to 10-Year Forecasting Model with the City.
- To produce and review a 10-Year General Fund Capital Improvement Plan Model with the City.
- To obtain written feedback on the Draft Report from the City.
- To produce and present the Final Report.

### 5.1 Prepare a Comprehensive Draft Report

Once we have integrated all Task 4 community feedback, we will then prepare a Draft Report including findings, recommendations, and proposed implementation strategy. This report will be provided to the City Manager and other staff as determined by the City Manager to allow sufficient time for review and discussion of any areas that require further clarification or amplification. Our report will emphasize and focus on an evidence-based, concrete diagnosis and solution implementation.

Our report will, to the extent appropriate:

1. Identify best practices that should be adopted.
2. Provide recommendations for streamlining organization and/or departments for current and required functions.
3. Identify staffing requirements, both current and future.
4. Summarize the strengths of the City's services.
5. Present a review of how our approach and analyses were conducted.
6. Describe budget stabilization plan, options, and recommendations.
7. Provide basic guiding (best practices) financial and budgetary policies and procedures for sustainable financial decision making.
8. Include a multi-year financial forecast.
9. Describe an Action Plan as a guide for implementation, describing responsibilities, schedules, expected benefits, and priorities.
10. Describe a methodology for monitoring implementation status.

Citygate Associates does not utilize a list of preconceived recommendations that are recycled from project to project. Our response to Angel's Camp includes allowing ample on-site time for

interviews, learning, and consultation, in balance with time allotted to write a comprehensive, custom report and develop two custom budgetary models as identified in subtasks 5.2 and 5.3. Each Citygate project is unique and approached with a clean slate. Citygate emphasizes the quality and “implementability” of its recommendations, and the ability of our clients to use the recommendations in the report to improve their efficiency and effectiveness and to satisfy their customers and citizens.

**5.2 Prepare a 5- to 10-Year Forecasting Model**

Citygate will deliver and review with the City an instrument that can be readily updated, used, and maintained by the City for use in future budgeting processes.

**5.3 Prepare a 10-Year General Fund Capital Improvement Plan Model**

Citygate will deliver and review with the City an instrument that can be readily updated, used, and maintained by the City for use in future General Fund Capital Improvement Plan modeling.

**5.4 Deliver and Present the Draft Report and Supporting Financial Models**

Upon completion of the Draft Report, electronic versions in Microsoft Word will be sent to the Department’s project representative for comments using the track changes and insert comments tools in Microsoft Word.

Citygate’s normal practice is to review Draft Reports with the City to ensure that the factual basis for the recommendations is correct and to allow time for a thorough review. In addition, Citygate takes time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

Citygate will conduct an on-site presentation of the Draft Report, including a review of the findings, alternatives, and recommendations. During this meeting we will answer any questions and agree on the elements for the Final Report.

**5.5 Revise the Draft Report and Financial Models as Necessary**

Once we receive feedback on the Draft Report from the City (in the form of one compiled document with the City’s written comments), we will then make the necessary changes to finalize the report.

**5.6 Produce and Present Final Report with Supporting Financial Models**

Citygate will present key elements of the Final Report using Microsoft PowerPoint to an audience as determined by the Department’s project representative.

**Key Milestones/Deliverables:**

Draft Report

Draft 5- to 10-Year Forecasting Model

Draft 10-Year General Fund Capital Improvement Plan Model

Draft Report PowerPoint Presentation

Final Report

Final 5- to 10-Year Forecasting Model

Final 10-Year General Fund Capital Improvement Plan Model

Final Report PowerPoint Presentation

One partial-day on-site trip to present the Draft Report

One partial-day on-site trip to present the Final Report

**Resources Needed for this Task:**

Jay Corey, Principal / Project Director: 2 hours

Jane Chambers, Project Manager / Lead Consultant: 27 hours

Andy Green, Local Government Finance Specialist: 7 hours

**3.3 Tentative Project Schedule**

Citygate is prepared to start this engagement in June. Based on our experience with similar reviews, we expect this study to take approximately four to five months to complete. We are mindful that Angels Camp may hope to have findings and recommendations from this study in time for September and/or October distribution to the public. We are open to modifying our schedule after meeting with the City to discuss specific timeframes and needs. If desired, we can provide initial recommendations with budget impact by late August. The following table shows a sample five-month schedule.

**Sample Project Schedule**

Task	June	July	August	September	October
1: Initiate and Manage the Project	[Shaded]				
2: Communicate with Steering Committee and Involve Internal Stakeholders	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
3: Conduct Organizational/Budget Stabilization Study	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
4: Facilitate Strategic Goal-Setting Workshops	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
5: Produce the Draft and Final Reports	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]

● On-site visit / meeting

**3.4 Support and Information Required from the City**

We assume the City support staff will assist with obtaining documents, scheduling interviews, obtaining necessary contact addresses, providing space for on-site meetings and workshops, and scheduling and promoting the public workshop.

**3.5 Ability to Deliver Timely and Quality Services**

We pride ourselves on our ability to provide our clients with the highest quality of services in a timely manner. We will never sacrifice the quality of our work for quantity, nor will we take on assignments beyond our capabilities to perform.

Our highly developed and sophisticated approach to conducting successful studies allows Citygate to conduct multiple studies without sacrificing quality while at the same time, meeting scheduling commitments with our clients.

Citygate typically executes an average of 20 to 40 consulting projects simultaneously. To provide accurate project schedules to our clients and deliver on these schedules in a timely and reliable manner, our firm has a number of management approaches and tools in place.

### **3.5.1 Project Management**

Each Citygate project is assigned a Project Manager, in this case Jane Chambers, who has both the functional expertise in the area(s) under review as well as a proven commitment to delivering outstanding and timely consulting services. The Project Manager is responsible for orchestrating our team of senior consultants.

### **3.5.2 Project Budget Tracking Reports**

Each month after our monthly invoicing cycle, our internal accounting staff prepares a Project Budget Tracking Report for this project. The hours expended on the project will be compared to the plan and schedule of the project to determine if the execution of the project is on pace and schedule with our client commitments. This enables oversight of each project for both the assigned Project Manager, as well as firm management.

### **3.5.3 Written Monthly Project Status Reports**

Each month, Citygate will submit a written monthly status report to the City. This report will recap: (1) work performed in the last reporting cycle; (2) work planned in the upcoming reporting cycle; and (3) any budget or schedule issues that need attention. This allows clear and continuous communication about progress to ensure that our delivery of services is meeting client expectations.

### **3.5.4 End-of-Project Survey**

Citygate is intentional about adding value to the clients we serve and continuously improving, thus we will send the City an End-of-Project Survey at the conclusion of the study.

These management approaches and tools support Citygate's needs to balance and schedule our multiple consulting projects according to the needs, timeframes, and priorities of our clients.

### **3.5.5 Firm Resource Availability**

While Citygate consultants maintain a steady workload, the consultants assigned to this project will remain available to execute this project within the desired timeframe and will avoid scheduling conflicts by treating this engagement as a high priority throughout the entire engagement. Workload from other contracts will be managed around the tight and critical schedule required for this project to be executed successfully. Should problems arise or changes to the scope of work be necessary, we will work diligently with the City to bring them to prompt resolution.

### **3.5.6 Proposed Steps to Expedite the Project**

In Citygate's experience performing over 500 local government projects, the most common three sources of project delays are:

- Client agencies failing to provide requested documents within the recommended timeframe.
- Client agency staff unavailability for on-site interviews and/or other collaborative meetings, such as workshops.
- Client agency staff failing to provide feedback regarding the Draft Report within the recommended timeframe.

Task (Consultant Hours)	Consulting Fees of Project Team	Administration (5% of Hourly Fees)	Reimbursable Expenses	Total Citygate Core Project Amount
<b>Task 1 (23 Hours)</b>	<b>\$4,175</b>	<b>\$209</b>	<b>\$0</b>	<b><u>\$4,384</u></b>
1.1 (8 Hours)	\$1,360	\$68	\$0	\$1,428
1.2 (9 Hours)	\$1,785	\$89	\$0	\$1,874
1.3 (6 Hours)	\$1,030	\$52	\$0	\$1,082
<b>Task 2 (78 Hours)</b>	<b>\$15,230</b>	<b>\$762</b>	<b>\$3,818</b>	<b><u>\$19,810</u></b>
2.1 (12 Hours)	\$2,030	\$102	\$0	\$2,132
2.2 (66 Hours)	\$13,200	\$660	\$3,818	\$17,678
<b>Task 3 (69 Hours)</b>	<b>\$13,415</b>	<b>\$671</b>	<b>\$0</b>	<b><u>\$14,086</u></b>
3.1 (20 Hours)	\$3,620	\$181	\$0	\$3,801
3.2 (10 Hours)	\$2,010	\$101	\$0	\$2,111
3.3 (14 Hours)	\$2,775	\$139	\$0	\$2,914
3.4 (6 Hours)	\$1,200	\$60	\$0	\$1,260
3.5 (7 Hours)	\$1,410	\$71	\$0	\$1,481
3.6 (6 Hours)	\$1,200	\$60	\$0	\$1,260
3.7 (6 Hours)	\$1,200	\$60	\$0	\$1,260
<b>Task 4 (51 Hours)</b>	<b>\$9,590</b>	<b>\$480</b>	<b>\$2,211</b>	<b><u>\$12,281</u></b>
4.1 (12 Hours)	\$1,790	\$90	\$0	\$1,880
4.2 (3 Hours)	\$600	\$30	\$2,211	\$2,841
4.3 (12 Hours)	\$2,400	\$120	\$0	\$2,520
4.4 (12 Hours)	\$2,400	\$120	\$0	\$2,520
4.5 (12 Hours)	\$2,400	\$120	\$0	\$2,520
<b>Task 5 (73 Hours)</b>	<b>\$11,755</b>	<b>\$588</b>	<b>\$872</b>	<b><u>\$13,214</u></b>
5.1 (36 Hours)	\$5,350	\$268	\$0	\$5,618
5.2 (4 Hours)	\$570	\$29	\$0	\$599
5.3 (4 Hours)	\$570	\$29	\$0	\$599
5.4 (2 Hours)	\$390	\$20	\$436	\$845
5.5 (13 Hours)	\$2,565	\$128	\$0	\$2,693
5.6 (14 Hours)	\$2,310	\$116	\$436	\$2,861
<b>Total (294 Hours)</b>	<b>\$54,165</b>	<b>\$2,708</b>	<b>\$6,901</b>	<b><u>\$63,774</u></b>

**REGULAR AGENDA 7 'b'**

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

**DATE:** May 1, 2018  
**TO:** CITY COUNCIL  
**FROM:** DOUGLAS L. WHITE, CITY ATTORNEY  
**RE:** **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS SUBMITTING A BALLOT MEASURE TO THE CITY'S QUALIFIED VOTERS AT THE NOVEMBER 6, 2018, GENERAL ELECTION IMPOSING A ONE HALF PERCENT (0.5%) SALES TAX ON THE GROSS RECEIPTS OF ANY RETAILER FROM THE SALE OF ALL TANGIBLE PERSONAL PROPERTY SOLD IN THE CITY; AND INCREASING THE CITY'S APPROPRIATIONS LIMIT FOR FISCAL YEARS 2019-2023 BY THE AMOUNT OF TAX PROCEEDS RECEIVED BY THE SALES TAX**

**RECOMMENDATION**

Adopt a resolution of the City Council of the City of Angels submitting a ballot measure to the City's qualified voters at the November 6, 2018, Statewide General Election imposing a one half percent sales (0.5%) tax on the gross receipts of any retailer from the sale of all tangible personal property sold at retail in the City; and increasing the City's appropriations limit for the fiscal years 2019-2023 by the amount of the tax proceeds received by the sales tax.

**DISCUSSION**

*Background*

For the past three (3) the City has approved structural General Fund budget deficits totaling \$681,679 between FY 2014/2015 and 2016/2017. The actual deficit spending in the General Fund over this same period was \$522,843. Importantly, the actual deficit has decreased tremendously from \$478,391 in FY 2014/2015 to \$19,646 in FY 2016/2017. The FY 2017-2018 projected deficit in the final budget is \$103,199, not taking into consideration one-time budget amendments approved during the year.

The City considered options for generating additional revenue for the General Fund at its April 17, 2018, regular City Council meeting. The City Council considered placing two tax measures on the ballot, one increasing the City's sales tax, and the other increasing the City's transient occupancy tax. However, given the City's already high transient occupancy tax, the City Council has decided to move forward with only the sales tax measure.

*Sales Tax*

The City currently imposes a 7.25 percent sales tax throughout the City. However, the City only receives one percent (1%) of the tax, as the remainder is imposed by the County and the State of California. To generate additional revenue, the proposed ordinance would impose a 0.5 cent tax per dollar of gross receipts from the sale of all tangible personal property sold at retail in the City.

The City's sales tax rate of 7.25% is low comparatively speaking. Of the 482 incorporated cities in the state, nine percent (9%) have a tax rate of 7.25%. In 2004 Sonora passed Measure I raising the sales tax by one half percent (0.5%) for police, fire, and public works projects. Sales taxes in the City of Sonora generate \$2.6 million and Measure I generates an





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additional \$1.7 million. The City of Jackson also approved a one half percent (0.5%) increase, through Measure M in 2005, aimed at funding full-time Fire Department personnel. The Cities of Modesto, Manteca, Stockton have sales tax rates of 7.875%, 8.25% and 9.0% respectively.



Of the 7.25% tax collected, the City's local distribution is 1%. The City has received an average of \$728,135 per year over the past four (4) years (FY 2014/15-2017/18). Preliminary projections indicate a 0.5% increase in sales tax would result in \$400,000 in added revenue. From a consumer perspective this is an additional 50 cents (\$0.50) for every \$100 in purchases made in the City. This amount is under the 2016-2017 Gann Limit of \$404,300 identified in the 2016-2017 Financial Audit.

Pursuant to Revenue and Tax Code section 7285.9, The City Council must approve the ordinance by a 2/3rds vote prior to submitting the tax to the City's qualified voters. If ultimately adopted by the voters, the tax will become operative 110 days after the date of the election and first day of the first calendar quarter, in this case April 1, 2019.

#### *Gann Limit*

The measure increases the City's appropriations limit, to enable the City to expend the revenues generated by the sales tax in the event revenues exceed current projections. Voters adopted Proposition 4 in 1979, which added Article 13B to the State Constitution in 1979 limiting a local government's ability to spend its tax revenues. Calculating the City's Gann limit requires the previous fiscal year's limit, per capita personal income, a population change factor, and an evaluation of non-residential new construction. (See Gov. Code, § 7902.)



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Article XIII B authorizes voters to amend or change a City's appropriation upon a majority vote. Voters can only authorize an amendment to the appropriations limits for a period not to exceed four years. Many cities voted to raise their appropriations limit for a four year period and subsequently request the voters extend the increased limit when necessary. To prevent a future issue with the City's appropriations limit, the measure proposed to raise the limit by the amount of revenues generated by the sales tax.

**FISCAL IMPACT**

The City will be required to pay Calaveras County for its services in consolidating the election, which is typically estimated around \$5 per registered voter. However, the City anticipates substantial additional revenue resulting from an increased sales tax rate.

**ENVIRONMENTAL**

This item does not constitute a project under CEQA because it does not establish any entitlements or authorize any projects within the City.<sup>1</sup>

**OPTIONS**

1. Adopt the Resolution placing the measure on the ballot for the November 6, 2018 Statewide General Election;
2. Continue adoption of the Resolution to a later City Council meeting, and provide staff with direction to amend the Resolution; or
3. Reject the Resolution placing the sales tax ordinance on the ballot for the November 6, 2018, Statewide General Election.

**ATTACHMENTS**

1. Sales Tax Ordinance.
2. Resolution Placing Measure on November 6, 2018, Statewide General Election Ballot.

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<sup>1</sup> Pub. Res. Code, §§ 21065 & 21080.



**CITY OF ANGELS  
CITY COUNCIL  
ORDINANCE NO. 482**

**AN ORDINANCE OF THE CITY OF ANGELS AMENDING CHAPTER 3.08, SALES AND USE TAX, OF TITLE 3, REVENUE AND FINANCE, OF THE ANGELS CAMP MUNICIPAL CODE, IMPOSING A ONE HALF (0.5) PERCENT SALES TAX ON THE GROSS RECEIPTS OF ANY RETAILER FROM THE SALE OF ALL TANGIBLE PERSONAL PROPERTY SOLD AT RETAIL IN THE CITY.**

The City Council of the City of Angels Camp hereby finds and declares as follows:

**WHEREAS**, the City currently collects insufficient revenue to maintain essential City facilities and services and needs to generate additional revenue for the General Fund; and

**WHEREAS**, the City believes that imposing a one half percent (0.5) sales tax will generate revenue sufficient to fund essential City facilities and services; and

**WHEREAS**, the City Council seeks to submit an ordinance to the qualified electors of the City imposing a one half (0.5) cent sales tax at the statewide general election on November 6, 2018; and

**WHEREAS**, the City Council approved this Ordinance by a 2/3rds vote pursuant to Revenue and Taxation Code sections 7285.9 and 53724; and

**WHEREAS**, the Article XIII B of the California Constitution established the Gann limit, which imposes a ceiling on local government appropriations; and

**WHEREAS**, section 4 of Article XIII B permits the voters of a local jurisdiction to alter the appropriations limit by a majority vote for a period of no more than four (4) years; and

**WHEREAS**, the City Council of the City of Angels finds that it is in the best interest of the health, welfare, and safety of the public to submit this Ordinance to the qualified voters of the City at the next Statewide General election on November 6, 2018.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF ANGELS ORDAIN:**

**SECTION 1. Chapter 3.08, Sales Tax Imposed, of Title 3, Revenue and Finance, of the City of Angels' Municipal Code shall be amended to read as follows:**

*Section 3.08.060, Sales Tax Imposed, shall be deleted in its entirety and replaced as follows:*

A. For the privilege of selling tangible personal property at retail in the City, a tax is imposed upon all retailers in the city at the rate one half (0.5) cent per dollar of the gross receipts of the retailer from the sale of all tangible personal property sold at retail in this City on and after the operative date.

B. The distribution of the proceeds of the sales tax shall adhere to Section 3.08.020 of this Chapter.

C. This section shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

D. The sales authorized by this Section was adopted by the qualified voters of the City of Angels pursuant to Measure \_\_. The revenue generated by Measure \_\_ shall not be subject to any appropriations limit established by Article XIII B of the California Constitution for the Fiscal Years 2019 through 2023. This section was duly adopted by the qualified voters of the City of Angels at the November 6, 2018, general election.

[...]

*Section 3.08.120, Exclusions and Exemptions, shall be deleted in its entirety and replaced as follows:*

A. The amount subject to tax shall not include any sales or use tax imposed by the state of California upon a retailer or consumer.

B. The storage, use, or other consumption of tangible personal property, the gross receipts from the sale of which have been subject to tax under a sales and use tax ordinance enacted in accordance with Part 1.5 of Division 2 of the Revenue and Taxation Code by any city and county, county, or city, in this state shall be exempt from the tax due under this chapter.

C. There are exempted from the computation of the amount of the sales tax the gross receipts from the sale of tangible personal property to operators of aircraft to be used or consumed principally outside the city in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government.

D. In addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code the storage, use, or other consumption of tangible personal property purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government if exempted from the use tax.

E. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

1. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury,

signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

2. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

F. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this subsection, April 1, 2019

G. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this subsection, April 1, 2019.

H. For the purposes of subsections (F) and (G) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

**SECTION 2.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The People of the City of Angels hereby declare that they would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

**SECTION 3.** After its adoption by the voters, this ordinance shall be in full force and effect ten (10) days after the vote is declared by the legislative body, pursuant to the provisions of Elections Code sections 9217 and 15400, and as provided by law.

**Passed, Approved and Adopted** on this 6th day of November, 2018.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Susan Wenger  
Deputy City Clerk of the City of Angels

\_\_\_\_\_  
Amanda Folendorf  
Mayor of the City of Angels

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION NO. 18-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS  
SUBMITTING A BALLOT MEASURE TO THE CITY'S QUALIFIED VOTERS AT  
THE NOVEMBER 6, 2018, STATEWIDE GENERAL ELECTION IMPOSING AN  
ADDITIONAL ONE HALF PERCENT (0.5%) SALES TAX ON THE GROSS RECEIPTS  
OF ANY RETAILER FROM THE SALE OF ALL TANGIBLE PERSONAL PROPERTY  
SOLD IN THE CITY; AND INCREASING THE CITY'S APPROPRIATIONS LIMIT  
FOR FISCAL YEARS 2019-2023 BY THE AMOUNT OF THE TAX PROCEEDS  
RECEIVED BY THE SALES TAX**

**WHEREAS**, the City currently collects insufficient revenue to maintain essential City facilities and services; and

**WHEREAS**, the City Council believes that imposing a one half percent (0.5%) sales tax will generate revenue sufficient to maintain essential City facilities and services; and

**WHEREAS**, pursuant to Elections Code section 9222, the City Council desires to submit to the voters a measure and proposed ordinance to impose an additional one half percent (0.5%) sales tax; and

**WHEREAS**, pursuant to Government Code section 53724, the City Council seeks to submit the sales tax ordinance to the qualified electors of the City at the next statewide general election on November 6, 2018; and

**WHEREAS**, pursuant to Revenue and Tax Code section 7285.9, The City Council must approve the ordinance by a 2/3rds vote prior to submitting the tax to the City's qualified voters; and

**WHEREAS**, Article XIII B of the California Constitution established the Gann limit, which imposes a ceiling on local government appropriations; and

**WHEREAS**, section 4 of Article XIII B permits the voters of a local jurisdiction to alter the appropriations limit by a majority vote for a period of no more than four (4) years; and

**WHEREAS**, the City Council seeks to increase the City's appropriation limit by the amount of revenue raised by the proposed sales tax for the next four (4) fiscal years; and

**WHEREAS**, Pursuant to Elections Code section 10400 *et seq.*, the City Council finds it necessary and desirable to request consolidation of the proposed measure with the Calaveras County Board of Supervisors and Registrar of Voters.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Angels Camp follows:

1. The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Pursuant to California Government Code section 9222, the City Council hereby calls an election to be held during the Statewide General Election on Tuesday, November 6, 2018, and orders that the following question be submitted to the voters at such election:

Shall the measure imposing a one half percent (0.5%) sales tax, to fund essential City facilities and general City services, such as streets and sidewalk maintenance, fire and police services, and parks and museums; and to increase the City's appropriations limit for Fiscal Years 2019-2023 by the amount of tax proceeds received by the increase, be adopted?	YES	
	NO	

3. Pursuant to Elections Code sections 10002 and 10403, the City Council requests that the Calaveras County Board of Supervisors consolidate the election of this measure with the Statewide General Election, to be conducted on November 6, 2018, and that the consolidated election be held and conducted in the manner prescribed by Elections Code section 10418.

4. The City Council hereby requests that the Calaveras County Board of Supervisors authorize the Calaveras County Registrar of Voters to provide any and all services necessary to conducting the election, and the City agrees to pay for said services.

5. The City Council hereby directs the City Clerk to deliver certified copies of this Resolution to the Clerk of the Calaveras County Board of Supervisors and the Calaveras Registrar of Voters on or before June 25, 2018.

6. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Election Code section 9280, to be submitted to the City Elections Official on or before July 25, 2018.

7. The City Council is hereby authorized and directed to form a two (2) member subcommittee to formulate, execute, and submit the argument in favor of the measure, limited to 300 words, and including up to five (5) signatures, pursuant to Elections Code sections 9282 and 9283. The argument in favor shall be submitted to the City elections official on or before July 29, 2018.

8. The two (2) member subcommittee shall be authorized to formulate, execute, and submit a rebuttal to any argument submitted against the measure, limited to 250 words, and to include up to five signatures pursuant to Elections Code sections 9285 and 9283, to be submitted to the City elections official on or before August 8, 2018.

9. The City Clerk and other City officers and employees are hereby authorized and directed to take all other actions that are necessary to have the City's measure properly submitted to the City voters at the Statewide General Election on November 6, 2018.

**PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF  
THE CITY OF ANGELS ON THIS 1ST DAY OF MAY, 2018, BY THE FOLLOWING  
TWO-THIRDS VOTE:**

**AYES:**

**NOES:**

**ABSENT:**

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Amanda Folendorf, Mayor

**ATTEST:**

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Susan Wenger, Deputy City Clerk



**HOME OF THE JUMPING FROG**



**REGULAR AGENDA 7 'c'**

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

**DATE:** May 1, 2018  
**TO:** CITY COUNCIL  
**FROM:** DOUGLAS L. WHITE, CITY ATTORNEY  
**RE:** **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS SUBMITTING A BALLOT MEASURE TO THE CITY'S QUALIFIED VOTERS AT THE NOVEMBER 6, 2018, GENERAL ELECTION TO ESTABLISH A BUSINESS LICENSE TAX ON THE GROSS RECEIPTS OF CANNABIS BUSINESSES, IF SUCH BUSINESSES ARE ALLOWED, IN AN AMOUNT NOT TO EXCEED FIFTEEN PERCENT (15%).**

**RECOMMENDATION**

Adopt a resolution submitting a ballot measure to the City's qualified voters at the November 6, 2018, Statewide General Election authorizing the City to impose a business license tax on the gross receipts of cannabis businesses, if such business are allowed, in an amount not to exceed fifteen percent (15%); and increasing the City's appropriations limit for the fiscal years 2019-2023 by the amount of the tax proceeds received by the cannabis business license tax.

**DISCUSSION**

On November 8, 2016, the Control, Regulate, & Tax Adult Use of Marijuana Act ("AUMA") was approved by California voters with the passage of Proposition 64. Effective November 9, 2016, AUMA legalizes the use and cultivation of non-medical marijuana for personal use, for persons 21 years or older. AUMA permits local jurisdictions to regulate or ban non-medical (adult or recreational use) marijuana related to the cultivation, distribution and delivery, transportation, manufacturing, testing laboratories, dispensaries, and micro-marijuana facilities.

On June 27, 2017, the Governor signed SB 94, entitled the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA" or also referred to as the "trailer bill"). MAUCRSA essentially combines the previous medical marijuana acts (the 2015 MMRSA and 2016 MCRSA laws) with the AUMA and establishes a State system for the regulation and administration of both medical and recreational marijuana use.

While cannabis was approved for recreational use by the voters in 2016, the City of Angels has maintained a moratorium on commercial cannabis activity in the City. On December 4, 2017, the City Council adopted Ordinance 480, prohibiting all commercial cannabis activity in the City until at least November 12, 2018.

The attached resolution would place a measure on the ballot authorizing the City Council to impose a business license tax on cannabis business in the City, to have a taxing mechanism in place in the event the moratorium is not extended and such businesses are allowed in the City.

Under the City's existing business license tax ordinance, all persons engaged in business activity in the City are required to obtain a business license certificate and pay the City's business license tax.<sup>1</sup> The proposed ordinance would authorize a business tax to be imposed on any cannabis business in the City, with a maximum tax rate of up to fifteen percent (15%) of the business's monthly gross receipts. If adopted, the actual tax rate will be set by resolution of the City

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<sup>1</sup> AMC § 5.04.040.



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

Council. The City Council will also be authorized to establish penalties and fines to enforce the payment of the cannabis business tax. The City Manager will be authorized to establish rules and procedures for the collection of the business tax, and the Finance Director will be directed to audit any businesses submitting such taxes to the City.

If the measure is adopted by qualified City voters at the November 6, 2018, election, the City Council will be authorized, but not required, to impose a cannabis business tax on any commercial cannabis activity, including dispensaries. However, the tax will only be implemented if the City Council lifts or amends its current prohibition on commercial cannabis activity.

The cannabis business license tax is proposed as a general tax, which the City may use for any legal municipal purpose. Under Article XIIC of the State Constitution, no local government may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. Therefore, staff is requesting approval from the City Council to put the attached Ordinance tax measure on the ballot for the general election on November 6, 2018.

The measure also increases the City's appropriations limit, to enable the City to expend the revenues generated by the cannabis business license tax. Voters adopted Proposition 4 in 1979, which added Article 13B to the State Constitution in 1979 limiting a local government's ability to spend its tax revenues. Calculating the City's Gann limit requires the previous fiscal year's limit, per capita personal income, a population change factor, and an evaluation of non-residential new construction. (See Gov. Code, § 7902.) Voters also have the authority under Article XIII B to approve or continue changes in the spending limit by a majority popular vote for a period not to exceed four years from the most recent vote approving or continuing a change in the spending limit. To prevent a future issue with the City's appropriations limit, the measure proposed to raise the limit by the amount of revenues generated by the cannabis business tax.

If the City Council decides not to submit the cannabis business tax for voter approval at the November 6, 2018 election, the next statewide general election to submit this measure will occur in 2020.

#### **FISCAL IMPACT**

The City will be required to pay Calaveras County for its services in consolidating the election, which is typically estimated around \$5 per registered voter. However, if the City removes its moratorium on commercial cannabis activity and the measure passes, the City anticipates significant revenue resulting from the cannabis business tax.

#### **ENVIRONMENTAL**

MAUCRSA provides an exemption under the California Environmental Quality Act ("CEQA") for any ordinance, rule, or regulation by a city that requires discretionary review and approval for commercial cannabis activity.<sup>2</sup> Additionally, this item does not constitute a project under CEQA because it does not establish any entitlements or authorize any projects within the City.<sup>3</sup>

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<sup>2</sup> Bus. & Prof. Code, § 26055, subd. (h).

<sup>3</sup> Pub. Res. Code, §§ 21065 & 21080.



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

**OPTIONS**

1. Adopt the Resolution placing the measure on the ballot for the November 6, 2018 Statewide General Election;
2. Continue adoption of the Resolution to a later City Council meeting, and provide staff with direction to amend the Resolution; or
3. Reject the Resolution placing the cannabis business tax measure on the ballot for the November 6, 2018, Statewide General Election.

**ATTACHMENTS**

1. Cannabis Business Tax Ordinance
2. Resolution Placing Measure on November 6, 2018, Statewide General Election Ballot



**CITY OF ANGELS  
CITY COUNCIL  
ORDINANCE NO. 483**

**AN ORDINANCE OF THE CITY OF ANGELS ADOPTING CHAPTER 5.06, CANNABIS BUSINESS TAX, TO TITLE 5, BUSINESS TAXES, LICENSES, AND REGULATIONS, IMPOSING A BUSINESS LICENSE TAX AT A RATE OF UP TO FIFTEEN PERCENT (15%) ON THE GROSS RECEIPTS OF COMMERCIAL CANNABIS BUSINESSES IN CITY**

The City Council of the City of Angels Camp hereby finds and declares as follows:

**WHEREAS**, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5, and known as “The Compassionate Use Act of 1996” of “CUA”); and

**WHEREAS**, in 2003, the California legislature passed SB 420 (Medical Marijuana Program Act), which amended the Health and Safety Code to permit the establishment of medical cannabis dispensaries for the distribution of cannabis for medical purposes; and

**WHEREAS**, on October 9, 2015, Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643), collectively referred to as the Medical Marijuana Regulation and Safety Act (the “MMRSA”). MMRSA set up a State licensing system for commercial medical cannabis uses while also allowing cities to maintain local control of cannabis cultivation; and

**WHEREAS**, in 2016, the voters of California approved Proposition 64 entitled the “Control, Regulate and Tax Adult Use of Marijuana” (“AUMA”). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

**WHEREAS**, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

**WHEREAS**, the City Council adopted Ordinance No. 480 on December 4, 2017, establishing a moratorium on all commercial cannabis activity until November 12, 2018; and

**WHEREAS**, the City Council seeks authorization to enact a tax on cannabis businesses to ensure a taxing mechanism is available in the event the cannabis moratorium ordinance is not extended; and

**WHEREAS**, this Ordinance would tax businesses engaged in cannabis cultivation and distribution at a maximum rate of up to fifteen percent (15%) of monthly gross receipts, as directed by the City Council by resolution.

**WHEREAS**, the City Council of the City of Angels finds that it is in the best interest of the health, welfare, and safety of the public to submit this Ordinance to the qualified voters of the City at the next Statewide General election on November 6, 2018.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF ANGELS ORDAIN:**

**SECTION 1. Chapter 5.06, Cannabis Business Tax, of Title 5, Business Taxes, Licenses, and Regulations, of the City of Angels' Municipal Code shall be added to read as follows:**

**5.06.010 Definitions.**

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Business” means professions, trades, occupations, gainful activities, and all and every kind of calling whether or not carried on for profit.

“Cannabis” or “Marijuana” has the meaning as defined in California Health and Safety Code section 11018.

“Cannabis business” means any business activity involving the commercial cultivation, distribution and exchange of cannabis, including but not limited to the, planting, cultivation, harvesting, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, providing, wholesale and retail sales, whether fixed, mobile, permanent or temporary, where cannabis is made available, sold, given distributed, or otherwise provided in accordance with the existing laws of the State of California, whether for medical or non-medical reasons.

“City” means the City of Angels, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

“Collector” means the Director of Finance or other City officer or employee charged with the administration of this chapter.

“Fixed place of business” means the premises occupied in the City for the particular purpose of conducting a business there and regularly kept open for that purpose with a competent person in attendance for the purpose of attending to such business.

“Gross receipts” means the total amount charged or received for the performance of any act, service or employment of whatever nature it may be, whether or not such service, act or employment is done as a

part of or in connection with the sale of goods, wares, merchandise, for which a charge is made or credit allowed. Gross receipts shall be calculated without any deduction on account of any of the following: (i) the cost of tangible property sold or bartered; (ii) the cost of materials or products used, labor or service cost, interest paid, losses, or other expense; or (iii) transportation costs

“Person” means all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, business or common law trusts, societies and individuals transacting and carrying on any business in the City.

“Reporting Period” means a year, quarter or calendar month, as determined by the collector.

#### **5.06.020 Cannabis Business Tax.**

A. Every person engaged in a cannabis business shall pay an annual business license tax of up to 15 cents for each \$1.00 of gross receipts, regardless whether the City has authorized the cannabis business.

B. The tax rate shall be set by resolution of the City Council. The City Council may, in its discretion, implement such cannabis business tax rate it deems appropriate, and may by resolution increase or lower such tax rate from time to time, provided that the cannabis business tax shall not exceed 15 cents for each \$1.00 of gross receipts.

C. The collector shall establish reporting periods for the periodic collection of gross receipts. The reporting period may fall under yearly, quarterly or monthly reporting, or any reasonable reporting period established by the collector.

D. Failure to pay the cannabis business tax shall be subject to penalties, interest charges, and assessments as the City Council may establish by resolution, and the City may use any and all code enforcement remedies available at law to collect such payments.

E. The payment of the cannabis business tax shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this section shall be applied or construed as authorizing the sale of cannabis.

F. The collector or his or her designee shall annually audit any cannabis business taxes imposed by this section to verify that tax revenues have been properly expended in accordance with the law.

G. The cannabis business tax is not a sales tax and shall not be assessed as such.

H. This section was submitted to the qualified voters of the City for approval. Any amendment to the maximum tax rate therefore may not become effective until such amendment is approved by the voters. The voters expressly authorize the City Council to amend, modify, change or revise any other provisions of this section as the City Council deems in the best interest of the City. The City Council or

City Manager may promulgate rules, regulations and procedures to implement this section and to ensure the efficient and timely collection of any taxes or any related penalties imposed by this section.

**5.06.030 Appropriations Limit**

The revenues generated by this chapter shall not be subject to any appropriations limit established by Article XIII B of the California Constitution for the Fiscal Years 2019 through 2023. This section was duly adopted by the qualified voters of the City of Angels at the November 6, 2018, general election.

**SECTION 2.** This is a City Council sponsored initiative ordinance that shall only be amended by the qualified voters of the City of Angels as provided in the ordinance. The City Council reserves the right and authority to amend the ordinance as authorized, or at any time after a State or federal law is enacted which requires amendments in order for the ordinance to be in compliance with such law or laws.

**SECTION 3.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The People of the City of Angels hereby declare that they would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

**SECTION 4.** After its adopt by the voters, this ordinance shall be in full force and effect ten (10) days after the vote is declared by the legislative body, pursuant to the provisions of Elections Code sections 9217 and 15400, and as provided by law.

**Passed, Approved and Adopted** on this 6th day of November, 2018.

AYES:            COUNCIL MEMBERS:  
NOES:            COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:

ATTEST:

APPROVED:

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Susan Wenger  
Deputy City Clerk of the City of Angels

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Amanda Folendorf  
Mayor of the City of Angels



**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION NO. 18-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS  
SUBMITTING A BALLOT MEASURE TO THE CITY'S QUALIFIED VOTERS AT THE  
NOVEMBER 6, 2018, STATEWIDE GENERAL ELECTION, AUTHORIZING THE CITY TO  
IMPOSE A BUSINESS LICENSE TAX ON THE GROSS RECEIPTS OF CANNABIS  
BUSINESSES IN AN AMOUNT NOT TO EXCEED FIFTEEN PERCENT (15%), IF A  
MORATORIUM ON CANNABIS BUSINESSES IS REMOVED; AND INCREASING THE  
CITY'S APPROPRIATIONS LIMIT FOR THE FISCAL YEARS 2019-2023 BY THE AMOUNT  
OF THE TAX PROCEEDS RECEIVED**

**WHEREAS**, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("AUMA"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

**WHEREAS**, the City Council adopted Ordinance No. 480 on December 4, 2017, imposing a moratorium on all commercial cannabis activity until September 28, 2018; and

**WHEREAS**, the City Council seeks authorization to enact a tax on the gross receipts of cannabis businesses located in the City in the event the cannabis moratorium ordinance is not extended; and

**WHEREAS**, pursuant to Elections Code section 9222, the City Council of the City of Angels ("City") desires to submit to the voters a measure and proposed ordinance relating to a general tax on cannabis businesses; and

**WHEREAS**, pursuant to Government Code Section 53724, the City Council seeks to submit the cannabis business tax ordinance to the qualified electors of the City at the next Statewide General Election on November 6, 2018; and

**WHEREAS**, pursuant to Government Code Section 53724, the City Council must approve this resolution by a 2/3rds vote to submit the Measure to the City's qualified voters; and

**WHEREAS**, the Article XIII B of the California Constitution established the Gann limit, which imposes a ceiling on local government appropriations; and

**WHEREAS**, section 4 of Article XIII B permits the voters of a local jurisdiction to alter the appropriations limit by a majority vote for a period of no more than four (4) years; and

**WHEREAS**, the City Council seeks to increase the City's appropriation limit by the amount of revenue raised by the proposed Cannabis Business License tax for the next four (4) fiscal years; and

**WHEREAS**, pursuant to Elections Code section 10400 *et seq.*, the City Council finds it necessary and desirable to request consolidation of this Ordinance measure with the Calaveras County Board of Supervisors and Registrar of Voters.

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

1. The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Pursuant to California Elections Code section 9222, the City Council hereby calls an election to be held during the Statewide General Election on Tuesday, November 6, 2018, and orders that the following question be submitted to the voters at such election:

Shall the measure adopting an ordinance imposing a business license tax at a rate of up to fifteen percent (15%) of gross receipts on cannabis businesses and dispensaries, if cannabis businesses or dispensaries are approved to operate in the City of Angels, to help fund general municipal services; and increasing the City's appropriations limit for the Fiscal Years 2019-2023 by the amount of tax proceeds received, be adopted?	YES	
	NO	

3. Pursuant to Elections Code sections 10002 and 10403, the City Council hereby requests that the Calaveras County Board of Supervisors consolidate the election of this measure with the Statewide General Election, to be conducted on November 6, 2018, and that the consolidated election be held and conducted in the manner prescribed by Elections Code section 10418.

4. The City Council hereby requests that the Calaveras County Board of Supervisors authorize the Calaveras County Registrar of Voters to provide any and all services necessary to conducting the election, and the City agrees to pay for said services.

5. The City Council hereby directs the City Clerk to deliver certified copies of this Resolution to the Clerk of the Calaveras County Board of Supervisors and the Calaveras Registrar of Voters on or before June 25, 2018.

6. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Election Code section 9280, to be submitted to the City Elections Official on or before July 25, 2018.

7. The City Council is hereby authorized and directed to form a two (2) member subcommittee to formulate, execute and submit the argument in favor of the measure, limited to 300 words and shall include up to five (5) signatures, pursuant to Elections Code sections 9282 and 9283. The argument in favor shall be submitted to the City elections official on or before July 29, 2018.

8. The two (2) member subcommittee shall be authorized to formulate, execute, and submit a rebuttal to any argument submitted against the measure, limited to 250 words, and to include up to five signatures pursuant to Elections Code sections 9285 and 9283, to be submitted to the City elections official on or before August 8, 2018.

9. The City Clerk and other City officers and employees are hereby authorized and directed to take all other actions that are necessary to have the City's measure properly submitted to the City voters at the Statewide General Election on November 6, 2018.

**PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ANGELS ON THIS 1ST DAY OF MAY, 2018, BY THE FOLLOWING TWO-THIRDS VOTE:**

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Amanda Folendorf, Mayor

**ATTEST:**

\_\_\_\_\_  
Susan Wenger, City Clerk



**HOME OF THE JUMPING FROG**

**CONSOLIDATED REPORT 8**

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

FOR THE MEETING OF: May 1, 2018

TITLE: Consolidated Staff Report

BY: Melissa Eads, City Administrator

**PUBLIC SAFETY- POLICE DEPARTMENT**

The switch over to Cal-Net internet is complete, the new phones and internet are on-line.

For the period of 04/03 through 04/17, the police department received 462 calls at the PD.

Approximately 20% of those calls are related to parking citations,  
50% are related to records requests and other business related matters, and  
30% calls for service.

This number doesn't include the number of calls that are received by the sheriff's office dispatch center,  
only calls made directly to the PD.

On 04/09 the City Administrator and Councilman Oliveira toured the fire and police building at 200 Monte Verda Street.

On 04/12 U.S. Department of Defense and CA Office of Emergency Services (OES) personnel conducted an audit of surplus military equipment that was acquired by the police department under the 1033 program. This marks the first time in the recent past that a physical site audit was conducted, which included inspecting the equipment and the area and security protocols related to the storage of the equipment. Ongoing annual electronic inventories are completed to ensure the equipment is accounted for.

On 04/12 the group responsible for the previous email threats received by various school administrators, "APOPHIS SQUAD," sent out another threat related to a student bomber on campuses. This was ultimately determined to be another mass email hoax, however staff was assigned to extra patrol campuses in response to the threat.

On 04/18 Chief Fordahl attended a multi-agency coordination (MAC) meeting hosted by Calaveras County Office of Emergency Services. (OES.) Michelle Patterson is the new OES Coordinator for the County, and this was the first opportunity for her to meet the various representatives from the numerous public health and safety agencies. MAC meetings are typically held two times per year, and County OES is also responsible for arranging meetings related to the annual Homeland Security Grant.

Also on 04/18, Chief Fordahl participated in the review of the proposals received related to the budgetary and organizational review approved by the Council.

**PUBLIC SAFETY- FIRE DEPARTMENT**

**New Items for Discussion**

The Fire Department responded to a total of 43 calls for service from 4/10/18 to 4/24/18.

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

**Notable incidents:**

On duty engine with crew of 2 responded to a possible structure fire, fire in a chimney/flu. The on duty crew arrived at scene to find that the fire was still confined to the chimney. They searched the residence to ensure the fire had not escaped the flu and then extinguished the fire in the chimney. An engine from the Altaville Melones FPD assisted with the incident.

The Fire Department is starting to bring online a City wide employee training website that will help ensure all City employees are meeting mandatory training requirements. It will also make it easier for employees such as water/wastewater and fire department to obtain the required continuing education hours required to maintain certifications.

The Fire Department continues to flush hydrants throughout the City to maintain water quality and are currently in the Greenhorn Creek area.

The Fire Department had its third meeting with the Fire Services Committee. The meeting was productive and fire staff will be bringing additional information back to the committee. We are also reaching out to John Beniot with LAFCO to potentially attend the next Committee meeting to answer questions and provide a history of consolidation discussions and options.

The Fire Department will be working with the County Volunteer Fire Academy to hold a live fire training exercise at the Hydrox facility on April 28, 2018. The academy instructors have built a couple of rooms in the open gravel area that they will light small fires in to simulate a room and contents fire in a residential dwelling unit.

**Looking Ahead**

Weed abatement notices will be going out to vacant property owners beginning the middle of May with the goal of having properties abated of weeds by June 1<sup>st</sup>.

**Continued Items for Discussion**

The Fire Department has applied for two grants, an Office of Transportation Safety grant for extrication equipment and a grant for the purchase of self contained breathing apparatus. Staff anticipates notification of approval or denial by summer 2018.

**COMMUNITY DEVELOPMENT & BUILDING**

**NO REPORT**

**ENGINEERING AND PUBLIC WORKS**

**NO REPORT**

**MUSEUM**

**New Items for Discussion**

5-star review on Yelp by a visitor from San Ramon, CA reads: "Great museum!!! Absolutely well done. My family & I enjoyed every bit of this top notch place. The scavenger hunt for the kids really incorporates fun & learning all in one. The gold panning (and the staff running it) was a highlight for the kids. Each part of this museum and

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the carriage house was fascinating. Love this history in the area! Everyone working here was so great too, they are helpful and we enjoyed learning from them at different stations."

Many thanks to Benchcraft Company for donating \$395 worth of advertising at Greenhorn Creek Golf Course from present until April 2020. This golf course advertising as well as the ad at Phoenix Lake Golf Course in Sonora promotes renting the museum facility for corporate events.

Complementary advertising in the Calaveras Visitors Bureau's 2018 Activity Guide promotes the Angels Camp Museum as a venue for special events, highlighting the museum's new facility rental program.

28 people attended the April 8, 2018 lecture "From Slavery to the Smithsonian" by Sylvia Roberts

Director will be attending the American Alliance of Museums *Educate, Engage, Elevate! Museums on the Rise* annual conference on May 6-9, 2018. Angels Camp Museum is an institutional member of the nationwide professional organization the American Alliance of Museums (AAM). Participation in AAM helps the museum to build networks & partnerships, take advantage of multi-level training opportunities, & practice standards of excellence.

#### **LOOKING AHEAD - DATES TO REMEMBER**

May 12, 2018 - Living History Day. History comes alive on the second Saturdays of each month as docents demonstrate their craft in the artisan's exhibits, including carpentry, print shop and weaving.

May 23, 2018 - Self-guided tour for 10 5-8th graders from St. Phillip Lutheran School in Dublin, CA

May 25, 2018 - Guided tour for 27 4th graders from Brisbane School in the Bay area

May 28, 2018 - the museum is open on Memorial Day

May 30, 2018 - Guided tour for 12 ladies from a local PEO chapter

**FIRE INCIDENT REPORT 8 'a'**



## Incident by Incident Type With Detail

Date Range: From 4/10/2018 To 4/24/2018

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time HH:MM:SS	Total Loss	Total Value
<b>Fire</b>					
Chimney or flue fire, confined to chimney or flue	1	1	00:06:00		
<b>Total Fire:</b>	<b>1</b>	<b>1</b>	<b>00:06:00</b>		
<b>EMS/Rescue</b>					
Medical assist, assist EMS crew	18	17	00:03:56		
EMS call, excluding vehicle accident with injury	4	4	00:04:00		
Vehicle accident with injuries	4	4	00:06:15		
<b>Total EMS/Rescue:</b>	<b>26</b>	<b>25</b>	<b>00:04:19</b>		
<b>Hazardous Condition</b>					
Aircraft standby	2	1	00:04:00		
Vehicle accident, general cleanup	2	2	00:04:00		
<b>Total Hazardous Condition:</b>	<b>4</b>	<b>3</b>	<b>00:04:00</b>		
<b>Service Call</b>					
Person in distress, other	3	3	00:02:40		
Assist invalid	5				
<b>Total Service Call:</b>	<b>8</b>	<b>3</b>	<b>00:02:40</b>		
<b>Good Intent</b>					
Dispatched & cancelled en route	3				
EMS: Dispatched & cancelled en route	1				
<b>Total Good Intent:</b>	<b>4</b>	<b>0</b>			
<b>Total Incident Count:</b>	<b>43</b>	<b>32</b>		<b>\$0.00</b>	<b>\$0.00</b>

INC027 (3.00)

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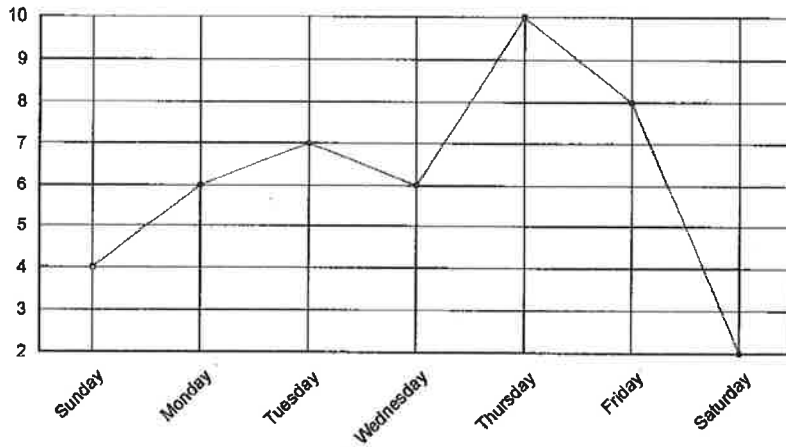
Note: The incident count used in averages does not include the following:  
Not completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No arrival and Invalid Dates/Times.

# Incidents by Day of Week

Date Range: From 4/10/2018 To 4/24/2018

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Day of the Week	Number of Incidents
Sunday	4
Monday	6
Tuesday	7
Wednesday	6
Thursday	10
Friday	8
Saturday	2



# Incidents by Time of Day

Date Range: From 4/10/2018 To 4/24/2018

Time of Day	Number of Incidents
00:00:00 to 00:59:59	2
01:00:00 to 01:59:59	1
02:00:00 to 02:59:59	3
06:00:00 to 06:59:59	3
08:00:00 to 08:59:59	2
09:00:00 to 09:59:59	2
10:00:00 to 10:59:59	3
11:00:00 to 11:59:59	3
12:00:00 to 12:59:59	2
13:00:00 to 13:59:59	4
14:00:00 to 14:59:59	3
15:00:00 to 15:59:59	2
16:00:00 to 16:59:59	3
17:00:00 to 17:59:59	2
18:00:00 to 18:59:59	1
19:00:00 to 19:59:59	2
21:00:00 to 21:59:59	4
23:00:00 to 23:59:59	1
	<u>43</u>

