



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

DATE: January 20, 2026

TO: City Council

FROM: Steve Williams, Interim City Administrator

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

or

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

RECOMMENDATION:

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

BACKGROUND:

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

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

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

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

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

The agreement has not been executed.

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



DISCUSSION:

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

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

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

Staff is **neutral** on this request.

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

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

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

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

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

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

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

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

The City attorney has reviewed this staff report.

FISCAL IMPACT:

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

ATTACHMENTS:

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

