



Mission Statement: To foster a safe, vibrant, and prosperous community that enhances the quality of life for all

**CITY OF SONORA
City Council Special Meeting Agenda
Friday, December 20, 2024
10:30 AM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on December 20, 2024, at 10:30 AM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

This meeting is physically open to the Public and citizens who wish to provide public comment during the meeting will be invited to do so by the Mayor.

Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 8:00 am on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370, or via email to tskelly@sonoraca.com.

Public Access Audio and Video Live Streaming

The Public will not have access to give public comments via public access audio and video live streaming; they are available for audio and visual only; and can be accessed via our website at www.sonoraca.com.

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the live streaming connection malfunctions for any reason and no Council Members are attending via teleconference, the City Council will continue the public meeting in Chambers without remote access.

CITY COUNCIL appreciates your interest and encourages participation. Regularly scheduled meetings are held on the 1st and 3rd Monday of each month.

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

Mayor Ann Segerstrom

Vice Mayor Suzanne Cruz

Council Members Bess Levine, Andy Merrill, Stephen Opie

City Administrator Melissa Eads

City Attorney Douglas White

Vision Statement: With leadership and integrity, the City of Sonora commits to excellent service through collaboration and innovation



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CALL TO ORDER - 10:30 AM

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

NEW BUSINESS

1. Consider Approval of Resolution Number 12-20-2024-A, Authorizing the Closure of State Route 49 (Washington Street) and Certain City Streets for the California Interscholastic Federation (CIF) State Football Championship Parade; Tyler Summersett, Community Development Director.
2. Consider Approval of Resolution Number 12-20-2024-B, Approving the Memorandum of Understanding Between the Local Agency Formation Commission of the County of Tuolumne and the City of Sonora. The MOU Allows for the City to Provide LAFCO with Interim Administrative Services Effective January 1, 2025; Doug White, City Attorney, Melissa Eads, City Administrator.

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at City Hall (209) 532-4541, tskelly@sonoraca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Administrator's Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am - 4:00 pm, Monday through Friday, excluding holidays). The agenda and supporting public documents are also available on our City website www.sonoraca.com listed under the agenda/minutes link on the Government page.

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CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: December 20, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Resolution 12-20-2024-A to Establish Road Closures for the 2024 California Interscholastic Federation (CIF) State Football Championship Parade

RECOMMENDATION:

Consider Approval of Resolution Number 12-20-2024-A, authorizing the closure of State Route 49 (Washington Street) and certain city streets for the CIF State Football Championship Parade.

DISCUSSION / ANALYSIS:

In a historic celebration of achievement, the Sonora Union High School District and Summerville Union High School District desire to host a joint parade on Friday, December 20, 2024, at 7 PM, on Washington Street in downtown Sonora. The parade will honor both high school varsity football teams for their momentous victories in the CIF State Championship Bowl Games last Saturday, marking a first in both schools' storied histories.

The parade will feature the football teams, bands, and cheerleaders from Sonora High School and Summerville High School, reflecting the collective pride and excitement across Tuolumne County.

Parade Details:

- **Date:** Friday, December 20, 2024
- **Time:** 7:00 PM
- **Location:** Washington Street, Downtown Sonora
- **Featured Participants:** Football teams, cheerleaders, and bands

Attendees are anticipated to include families, alumni, and community members to join in the festivities and show their continued support for the students.

The City would like to send a special note of appreciation and recognition for Bob Gill of Caltrans who was willing to work expeditiously with community agencies to issue an encroachment permit for the parade in a very constrained timeframe.



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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

FISCAL IMPACT:

The City personnel overtime and associated departmental expenses will be tracked by staff and brought back to City Council at mid-year for a budget adjustment.

ATTACHMENTS:

- Resolution 12-20-2024-A

CORE COUNCIL PRIORITIES:

Public Safety

RESOLUTION 12-20-2024-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING THE TEMPORARY CLOSURE OF STATE ROUTE 49 (WASHINGTON STREET) AND CERTAIN CITY STREETS TO ACCOMMODATE THE CIF STATE FOOTBALL CHAMPIONSHIP PARADE, TO BE HELD ON FRIDAY, DECEMBER 20, 2024.

WHEREAS, Sonora and Summerville High School(s) will be conducting a Parade to celebrate their respective State Championship(s) within the City limits of Sonora.

WHEREAS, traffic control and the closure of certain City streets will be needed to ensure the safety of motorists, pedestrians, and parade participants during the event.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Sonora, that all of the above is hereby approved, subject to Sonora and Summerville Union High School meeting all liability insurance requirements as specified by the City of Sonora, plus meeting all conditions as required by the California Department of Transportation.

BE IT FURTHER RESOLVED, that the following streets will be closed on Friday, December 20, 2024, between 6:00 PM and 7:45 PM.

1. Snell Street, from School Street to State Route 49 (Washington Street)
2. State Route 49 (Stockton Road) from the intersection of Washington Street to S. Green Street
3. Dodge Street between Green Street and Stewart Street
4. Jackson Street between Green Street and Stewart Street
5. Bradford Street between Green Street and Stewart Street
6. Linoberg Street between Green Street and Washington Street
7. Theall Street between Washington Street and Stewart Street
8. Wyckoff Street between Snell Street and Washington Street
9. Green Street between Yaney Street and Bradford Street

State Route 49 (Washington Street) from Snell Street to Stockton Road will be closed at 6:45 pm.

School Street, between State Route 49 (Washington Street) and Snell Street, from approximately 6:00 PM to 7:30 PM.

BE IT FURTHER RESOLVED,

1. That no parking shall be allowed on Green Street, between Yaney Street and State Route 49 (Stockton Road), between 5:00 PM and 7:00 PM.
2. That no parking shall be allowed on Stockton Street (SR 49) between Green Street and 172 Stockton Street (Downtown Plaza) between 5:00 PM and 8:00 PM
3. Traffic control is of a rolling roadblock type. Parade participants will not be allowed to stop in the roadway once the parade procession begins.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a special meeting of said City Council held on 20 December 2024, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

Ann Segerstrom
Mayor of the City of Sonora

ATTEST:

Tracy L. Skelly
Sonora City Clerk

RESOLUTION 12-20-2024-A



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: December 20, 2024

TO: Honorable Mayor and Members of the Sonora City Council

FROM: Douglas L. White, City Attorney

SUBJECT: Adopt Resolution No. 12-20-2024-B of the Sonora City Council Approving a Memorandum of Understanding Between the Local Agency Formation Commission of the County of Tuolumne and the City of Sonora

RECOMMENDATION:

Staff recommends the approval of Resolution No. 12-20-2024-B, approving the Memorandum of Understanding ("MOU") between the Local Agency Formation Commission of the County of Tuolumne ("Commission") and the City of Sonora ("City"). The MOU allows for the City to provide LAFCO with interim administrative services effective January 1, 2025.

BACKGROUND:

The City is a member of the Commission. As a member the City shares the responsibility for providing funding for the Commission and has an interest in the Commission's continued operations.

State law requires the Commission to make its own provisions for quarters, staff, equipment, and supplies necessary for operations.¹ The Commission may contract with another public agency for necessary personnel and facilities.² Currently, the County of Tuolumne ("County") provides the Commission with personnel and facilities for Commission operations. The County will stop providing personnel and facilities to the Commission beginning January 1, 2025.

The Commission intends to contract with independent service providers for Commission operations. However, the Commission has not entered and will not be able to enter into any contracts with independent service providers for Commission operations before January 1, 2025. In order for the Commission to continue operations beyond January 1, 2025, the Commission has requested that the City provide staff, facilities, and equipment for interim Commission operations.

The City is willing to provide the Commission with interim administrative support staff, meeting space, technological assistance, and supplies beginning January 1, 2025. The interim period will be until the Commission has contracted for independent services. This MOU sets forth the terms by which the City will provide interim administrative services to the Commission.

¹ Gov. Code § 56380

² *Id.*



CITY COUNCIL AGENDA REPORT

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

Under the MOU, the City will provide interim support staff (“Staff”) for the day-to-day operations of the Commission. The City would provide the Commission with a meeting place, clerk services, technological assistance, and necessary equipment and supplies for day-to-day operations. The City services could also include tasks related to finances, budgeting, and auditing of the Commission’s finances and records.

If the City decides not to pass this MOU, the Commission will not have the resources required for day-to-day operations after January 1, 2025.

FISCAL IMPACT:

The City Staff costs shall be accounted for by the City and be credited against the City’s share of the Commission’s annual budget. The City costs for providing necessary equipment and supplies shall be accounted for by the City and be credited against the City’s share of the Commission’s annual budget.

ENVIRONMENTAL:

The Resolution is not a “project” under the California Environmental Quality Act since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment.³

ATTACHMENTS:

- MOU Agreement
- Resolution 12-20-2024-A

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Infrastructure and Engineering, Public Safety and Disaster Preparedness, Economic Development/Growth and General Plan

³ Pub. Res. Code, § 21065.

RESOLUTION 12-20-2024-B

**A RESOLUTION OF THE CITY OF SONORA APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE LOCAL AGENCY FORMATION COMMISSION OF
THE COUNTY OF TUOLUMNE AND THE CITY OF SONORA**

WHEREAS, the City of Sonora is a member of the Local Agency Formation Commission of the County of Tuolumne (“Commission”) and has an interest in the Commission’s continued day-to-day operations; and

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the “Act”) requires the Commission to make its own provision for necessary staff, quarters, equipment, and supplies; and

WHEREAS, the Act allows the Commission to contract with another public agency for personnel and facilities; and

WHEREAS, currently the County of Tuolumne provides Commission personnel and facilities; and

WHEREAS, the County of Tuolumne will no longer be providing personnel and facilities to the Commission beginning January 1, 2025; and

WHEREAS, the Commission will require interim administrative personnel and facilities to continue operations once the County of Tuolumne is no longer providing services and before the Commission is able to contract for independent services; and

WHEREAS, the Commission desires to continue operations after January 1, 2025 by receiving interim administrative support staff, meeting space, technological assistance, and supplies from the City of Sonora; and

WHEREAS, the City of Sonora is willing to provide interim administrative support staff, meeting space, technological assistance, and supplies to the Commission beginning on January 1, 2025, until the Commission has contracted for independent services.

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

1. The Memorandum of Understanding for the Local Agency Formation Commission of the County of Tuolumne is hereby approved as presented.
2. The City Administrator is authorized to sign the Memorandum of Understanding on behalf of the City of Sonora.
3. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Sonora on this ____ day of _____, 2024.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Ann Segerstrom
Mayor of the City of Sonora

ATTEST:

Tracy Skelly
Sonora City Clerk

RESOLUTION 12-20-2024-B

**MEMORANDUM OF UNDERSTANDING FOR INTERIM ADMINISTRATIVE SERVICES FOR
THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF TUOLUMNE**

This Memorandum of Understanding ("Agreement") is made by and between the Local Agency Formation Commission of the County of Tuolumne (the "Commission"), and the City of Sonora (the "City").

RECITALS

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "Act") requires the Commission to appoint an executive officer, legal counsel, and such other staff as it deems appropriate, and to make its own provision for necessary quarters, equipment, and supplies; and

WHEREAS, the Act allows the Commission to contract with another public agency for personnel and facilities; and

WHEREAS, currently the County of Tuolumne provides Commission personnel and facilities; and

WHEREAS, the County of Tuolumne will no longer be providing personnel and facilities to the Commission beginning January 1, 2025; and

WHEREAS, the Commission is exploring options to hire an independent Executive Officer and legal counsel with the intention to independently staff the Commission; and

WHEREAS, the Commission will require interim administrative personnel and facilities to continue operations once the County of Tuolumne is no longer providing services and before the Commission is able to contract for independent services; and

WHEREAS, the Commission desires to continue operations after January 1, 2025, by receiving interim administrative support staff, meeting space, technological assistance, and supplies from the City of Sonora; and

WHEREAS, the City of Sonora is willing to provide interim administrative support staff, meeting space, technological assistance, and supplies to the Commission beginning on January 1, 2025, until the Commission has contracted for independent services.

AGREEMENT

NOW, THEREFORE, the Commission and the City agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions of the City to provide interim administrative staffing and services for the day-to-day operations of the Commission.

2. Administrative Support Staff

(a) The City shall provide interim administrative support staff ("Staff") for the day-to-day operations of the Commission. The City Staff costs shall be accounted for by the City and be credited against the

City's share of the Commission's annual budget. The primary responsibility of City Staff shall be to perform the day-to-day operations for the Commission. In addition to the City Staff's responsibility for day-to-day operations of the Commission, City Staff's responsibility may include tasks related to finances, budgeting, and auditing of Commission finances and records.

(b) The City shall provide the Commission with administrative support services for the day-to-day operations of the Commission through the employees listed by title below. The anticipated hourly rate for each City Staff position is also included in the list below. The City anticipates that it shall bill the Commission at the hourly rates for each of the employees listed below; however, in the event that the hourly rates change and exceed the amounts listed below, the City shall provide the Commission with fifteen (15) days written notice of such change in rates.

Position	Anticipated Hourly Rate
Administrative Services Director	\$ 97.74 /hour
Administrative Services Officer	\$ 75.20 /hour
Deputy City Clerk	\$ 59.29 /hour

(c) The City Staff are City employees and all employment actions pertaining to the City Staff are the responsibility of and shall be carried out by the City. The City may not, however, permanently remove, replace, substitute, or otherwise change any of the City Staff without prior communication with the Commission.

3. Meeting Space, Equipment, Administrative Services and Supplies

(a) The City shall provide a meeting place, clerk services, technological assistance, and necessary equipment and supplies for the Commission to fulfill its day-to-day operations until such time as the Commission secures independent services, if deemed financially prudent.

(b) Necessary equipment and supplies shall include general office supplies, printing, mailing, record keeping, technology services, and facilities management. The City costs for providing necessary equipment and supplies shall be accounted for by the City and be credited against the City's share of the Commission's annual budget.

4. Term

This Agreement shall commence on January 1, 2025, and shall continue in full force and effect until the Commission has executed contracts for independent services. This Agreement shall automatically terminate on December 31, 2026, should the Commission fail to contract the necessary independent services.

5. Entirety of Contract

This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

6. Amendment

The parties may amend this Agreement upon mutual agreement, but no addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

7. Notice

Any notice or communication required hereunder between the parties must be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt; or (ii) five (5) calendar days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar overnight courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) calendar days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

8. Severability

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

9. Counterparts

This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart from and executed by each Party hereto in proving this Agreement.

10. Governing Law and Venue

The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. The venue for all legal proceedings shall be in the Superior Court for the County of Tuolumne.

11. Document Preparation.

This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

COMMISSION:

Local Agency Formation Commission of the County of Tuolumne

By: _____
Executive Officer

DATED: _____

CITY:
City of Sonora

By: _____
City Administrator

DATED: _____

APPROVED AS TO FORM

BY: _____
Sonora City Attorney