CITY COUNCIL REGULAR MEETING

Monday, April 01, 2024 at 5:00 PM

94 N. Washington Street, Sonora, CA 95370
(209) 532-4541

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, April 1, 2024, at 5:00 PM 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 3:00 pm 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 livestreaming 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.

CLOSED SESSION - 4:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation - Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

PRESENTATIONS

2. Consider Authorization of a Proclamation Recognizing the Month of March 2024 as Red Cross Month.

3. Consider Authorization of a Proclamation Recognizing the Month of April 2024 as Autism Awareness Month.

4. Receive an Update from Tuolumne County District 1 Supervisor David Goldemberg.

5. Receive an Introduction of Stacy Enos-Del Razo, Finance Assistant/Deputy City Clerk.

6. Receive a Presentation on the Promotion of Peter Doppe to Fire Captain.

PUBLIC COMMENT (NON-AGENDA ITEMS)

The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the City. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to a three (3) minute presentation.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and will be voted on in one motion unless a Council member or member of the public has a question or wishes to discuss an item. In that case, the item will be removed from the Consent Calendar and considered separately.

7. Consider Approval of Disbursements in the Amount of $157,315.58 and $163,528.47 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay; Tracy Skelly; Administrative Services Officer.

8. Consider Approval of the Sonora Police Department's Military Equipment Use Report as Required by Assembly Bill 481; Turu VanderWiel, Police Chief.

9. Consider Authorization of the Sonora Fire Department to Submit 2024 Volunteer Fire Capacity Grant, Authorize the City Administrator and/or Fire Chief to Execute all Documents Relating to the Grant Applications, and Direct the Fire Chief to Return to the City Council with the Application Results and to Accept the Awards.

10. Consider Approval of the Special Event Request as Submitted by the Sonora Chamber of Commerce to Host the Summer Concert Series at Cofill Park for 2024; Tyler Summersett, Community Development Director.

NEW BUSINESS

11. Consider Authorizing the Mayor to Sign the Completed Community Wildfire Protection Plan; Aimee New, Fire Chief, Melissa Eads. City Administrator. https://cwpp.tuolumnefiresafe.org

12. Consider Adoption of Resolution 04-01-2024-A, Dissolving the Successor Agency, and Request the Oversight Board and Auditor-Controller for Formal Dissolution upon their review and concurrence; Tyler Summersett, Community Development Director.

13. Consider Approval of the Acquisition of the Real Property Located at the Corner of Church and Stewart Streets (APN # 002-151-012) in the Amount of One Hundred Twenty-Four Thousand Nine Hundred Forty-Two and 38/100 Dollars ($124,942.38) and Authorize the City Administrator or Designee to Sign and Finalize all Documents Associated with the Purchase; Chris Gorsky, Administrative Services Director.

14. Consider Approval of the City Administrator to Execute Agreements with iWorQ Systems for Software Systems Needed to Streamline and Modernize Processes, Data Storage, Citizen Interaction, Payment Processing, Complaint Tracking, and Controls for the Public Works, Community Development, and Facilities Departments in an Amount Not to Exceed $23,000 in Annual Costs, and $14,000 in Initial Set up Costs Including Pavement Condition Assessments; Melissa Eads, City Administrator.

15. Consider Approval and Adoption of Resolution 04-01-2024-B for Program Supplemental Agreement (PSA) and Resolution for Master Agreement Administering Agency-State Agreement Federal Aid Projects (Resolution) for Federal Aid Agreement No. 10-5010F15 supporting the City of Sonora's Gold Rush Multi–Use Path, Phase I. Active Transportation Program (ATP) Grant Project; Melissa Eads, City Administrator.

MONTHLY REPORTS

16. Receive the Administrative Services Department Monthly Report for January 2024; Chris Gorsky, Administrative Services Director.

17. Receive the Fire Department Monthly Report – February 2024

18. Receive the Sonora Police Department Monthly Report for February 2024; Turu VanderWiel, Police Chief.

19. Receive the Sonora Public Works Department Monthly Report for February 2024; Michael Lagomarsino, Public Works Supervisor.

COMMUNICATIONS

20. Gaining Purchase: How Three Cities Overcame the Pandemic-Fueled Retail Blues; Article by Western City.

COUNCIL MEMBER REPORTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall (209) 532-4541, meads@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.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Service Officer/City Clerk

SUBJECT: A Proclamation, American Red Cross Month 2024

RECOMMENDATION

Consider authorization of a Proclamation recognizing the month of March 2024 as Red Cross Month.

DISCUSSION

In 1881, Clara Barton founded the American Red Cross, turning her dedication for helping others into a mission of preventing and easing people's suffering. More than 140 years later, we honor the kind-heartedness and generosity of the Red Cross Volunteers who continue to fulfill Clara's legacy.

The Red Cross in the California Gold Country Region continues to provide hope to our neighbors in need. Their contributions make a lifesaving difference to the people at their most vulnerable time; whether providing shelter, food and comfort to families during disasters; donating blood for victims of accidents and for critically ill hospital patients; supporting veterans and military families including caregivers to persevere through unique challenges. Supporting the community with lifesaving first aid, CPR classes, swimming and water safety and many other skills sessions; also delivering humanitarian aid and reconnecting loved ones and families that are separated by a global crisis.

We hereby recognize this month of March in honor of all those who prevent and alleviate human suffering to serve the people in need, we call on everyone to join to this commitment to strengthen our community.

FISCAL IMPACT

No fiscal impact to the General Fund as this position was previously funded.

CITY COUNCIL OF THE CITY OF SONORA
PROCLAIMS MARCH 2024
AMERICAN RED CROSS MONTH

WHEREAS, during American Red Cross Month in March, we recognize the compassion of people in the City of Sonora and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the Red Cross in the California Gold Country Region to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether delivering shelter, food, and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans, and caregivers through the unique challenges of service; saving lives with first aid, CPR, and other skills; or delivering aid and reconnecting loved ones separated by global crises; and

WHEREAS, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.

NOW, THEREFORE, BE IT RESOLVED I, Mark Plummer, Mayor of Sonora, by virtue of the authority vested in me by the laws of Sonora and California, do hereby proclaim March 2024 as Red Cross Month. I encourage all citizens of Sonora to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed this 18th day of March, two thousand twenty-four.

Signed _____ Attest _____

Mark Plummer, Mayor Tracy Skelly, City Clerk

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Proclamation For Autism Awareness Month, April 2024

RECOMMENDATION

Requesting April 2024 be proclaimed as Autism Awareness Month.

DISCUSSION

April is Autism Awareness Month, an international event established to increase understanding, acceptance, and awareness of individuals affected with autism spectrum disorders (ASD). In April 1988, President Ronald Reagan issued the first presidential proclamation declaring April as National Autism Awareness Month, which opened opportunities for people with autism to live fuller and more productive lives. In recent years, Autism Awareness Month has become an international event, marking a larger effort to create brighter futures for children living with autism worldwide.

Autism is a complex, lifelong developmental condition that impacts a person's social skills, communication, relationships, and self-regulation. Everyone's Autism experience is different, and although the impacts of autism can be limiting in some ways, many affected individuals tap into high levels of intelligence and excel in mathematical, artistic, musical, spatial, and mechanical abilities.

April is a time to increase public awareness of the need to support individuals with Autism Spectrum Disorders and the family members, educators, and other paraprofessionals who teach and care for individuals with Autism Spectrum Disorder and publically acknowledge, accept, and support our autism community.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

A PROCLAMATION OF THE MAYOR OF THE CITY OF SONORA DECLARING APRIL NATIONAL AUTISM AWARENESS MONTH

WHEREAS: Autism is a complex, lifelong developmental condition that impacts a person's social skills, communication, relationships, and self-regulation; and,

WHEREAS: The month of April is designated to increase public awareness of the need to support individuals with Autism Spectrum Disorders and the family members, educators, and other paraprofessionals who teach and care for individuals with Autism Spectrum Disorder; and,

WHEREAS: The Centers for Disease Control (CDC) reports that about 1 in 36 children has been identified with Autism Spectrum Disorder in the United States; and,

WHEREAS: Increased awareness promotes the early diagnosis and connection with intervention programs, which lead to significantly improved outcomes for individuals with Autism Spectrum Disorder; and,

WHEREAS: The City of Sonora wishes to support and strengthen autism awareness in our local communities;

NOW, THEREFORE, BE IT RESOLVED that I, Mark Plummer, Mayor of the City of Sonora, declare April 2024 to be National Autism Awareness Month in Sonora, California, in honor of our community members living with Autism Spectrum Disorder and those who directly support individuals with Autism Spectrum Disorder.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 1st day of April 2024.

Signed_____ Attest_____

Mark Plummer, Mayor Tracy L. Skelly, City Clerk

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Supervisor David Goldemberg County Update

RECOMMENDATION

Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

DISCUSSION

District 1 Supervisor Goldemberg will present an update on County-wide issues to the City Council at the first meeting of each month.

FISCAL IMPACT

No fiscal impact to the General Fund.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administration Services Director

SUBJECT: Introduction of Stacy Enos-Del Razo, Finance Assistant/Deputy City Clerk

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RECOMMENDATION

Receive an introduction of Stacy Enos-Del Razo, Finance Assistant/Deputy City Clerk

DISCUSSION

Stacy Enos-Del Razo was hired as the Finance Assistant/ Deputy City Clerk on February 20, 2024. She comes to us rom First American Title where she worked as an Escrow Assistant for the past seven years.

Stacy's past work experience complements her new role within the Administration Services Department. She enjoys working with the public and is excited to be the newest member of the City of Sonora.

Stacy is thrilled to be working and living in Sonora, as Sonora has been a part of her life since childhood. She and her husband look forward to making many memories in Sonora.

FISCAL IMPACT

No fiscal impact to the General Fund as this position was previously funded in the Fiscal Year 2023-2024 Budget.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Presentation Promotion Peter Doppe to Fire Captain

RECOMMENDATION

No action is needed on this item. Please join me in congratulating Peter Doppe to the position of Fire Captain for the City of Sonora.

DISCUSSION

The City of Sonora advertised and tested for the classification of Fire Captain, to fill an open position from a recent retirement. Peter Doppe successfully completed all related testing and requirements for this position, including an extensive fire simulation, interview panel and public presentation testing before being appointed to the position.

Introduction of Peter Doppe - After high school, Peter attended and graduated the Butte College Fire Academy in 2005. Peter began his Career in the Fire Service in 2006, as a Firefighter in Minden, NV for East Fork Fire & Paramedic Districts. After two years in Minden, Peter was hired on with the City of Lodi Fire Department, and then spent time as a Firefighter with Contra Costa County Fire Protection District and Cal Fire. In November of 2021, Peter began working as a relief Fire Engineer for the City of Sonora Fire Department and in July of 2022 had the honor of becoming a full time Engineer with the Sonora Fire Department. Peter's vast experience and knowledge of the fire service shown greatly during the testing process, and I am proud of the dedication and effort his has put forth in taking this next step.

His wife Lauren, and sons, Jackson and Baron, support Peter. From the beginning of his career in the fire service, Peter has always had the support of my Mother Shelley and Grandparents Jack and Janet.

FISCAL IMPACT

No fiscal impact to the General Fund.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of $157,315.58 and $163,528.47 for payroll

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RECOMMENDATION

Consider approval of disbursements in the amount of $157,315.58 and $163,528.47 for payroll, including employee salaries, employer and employee taxes, retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

DISCUSSION

These payrolls were the first (1st) and second (2nd) payrolls of the month, which were expected amounts.

These were the 18th and 19th payrolls of 26 for FY23-24, we would have expected to expend 73.08% of the budgeted amount. In total, we have expended 63.20% of the Salaries and Wages for the FY 23-24 budget.

FISCAL IMPACT

Disbursements are part of the approved FY23-24 Budget.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: 2023 MILITARY WEAPONS REPORT

RECOMMENDATION

Receive the Sonora Police Department's military equipment use report as required by Assembly Bill 481.

DISCUSSION

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 (AB 481) relating to law enforcement agencies' use of military equipment. AB 481, codified in California Government Code sections 7070 through 7075, requires that any law enforcement agency seeking to use existing or new military equipment to create a military use policy, present the policy for governing body approval by ordinance, and produce annual reports pertaining to the policy and use of military equipment and to hold public engagement meetings within 30 days of submitting the annual use reports.

The Sonora City Council adopted the Police Department's Military Equipment Use Policy in April 2022; and on June 3, 2024, the Sonora Police Department will hold a public discussion during the regular scheduled City Council meeting. The public will have this opportunity to ask questions regarding the military equipment report and the Police Department's funding, acquisition, and use of the equipment.

FISCAL IMPACT

There is no budgetary impact for this item.

2023 Military Equipment Report



Sonora Police Department

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Preface:

The Sonora Police Department is committed to the service we deliver to the residents, merchants, and visitors of Sonora are in keeping with the highest traditions of public safety. Safeguarding life and property is the Sonora Police Department's highest priority, and we pledge to carry out this obligation through compassion, dignity, and equality for every individual. Our actions will be distinguished by professionalism, fairness, and diligence.

The equipment listed in this annual report are essential tools that may be required to aid in de-escalating intense situations or bringing volatile conditions and critical incidents to a safe resolution. The mere possession of this equipment does not warrant its use in every circumstance. With this indispensable equipment, the men and women of the Sonora Police Department continue to stand ready to accomplish our mission of driving the crime rate down and improving the quality of life in the City of Sonora.

Summary:

On September 30, 2021, Governor Newsom signed AB-481, requiring law enforcement agencies to obtain approval of the applicable governing body, the City Council, by adopting a military equipment use policy. The Sonora Department was required to seek City Council approval of their military equipment use policy by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards.

The approval is subject to an annual City Council review to determine whether, based on an annual military equipment report, the standards outlined in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to the military equipment use policy to address any non-compliance with standards. Finally, the bill requires publication of the military equipment use policy and the annual military equipment report on the Department's website.

AB-481, Section 7072 states the following: (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

In addition to maintaining the highest levels of public safety, the Sonora Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. As such, the Sonora Police Department has authored the following 2023 Annual Military Equipment Report in accordance with annual reporting requirements set forth in AB-481. This report covers the usage and reporting requirements for the proceeding Calendar year (2023).

Introduction:

The Sonora Police Department retains a small complement of defined military equipment to assist in safely achieving its mission statement of driving the crime rate down and improving the quality of life in the City of Sonora. Our trained men and women know that the mere possession of the equipment does not warrant its use for every incident. The Sonora Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner.

Military equipment is restricted for use only in certain instances. There may be instances wherein unpredictable critical incidents demand that incident commanders authorize defined military equipment to be used in a manner not outlined within Department policy. In scrutinizing those particular instances, the judgment of the incident commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used. It is incumbent upon incident commanders, supervisors, and individual officers to recognize the particular circumstances wherein military equipment should be employed to enhance public and officers' safety and bring a critical incident to a safe resolution. This Annual Military Equipment Report outlines a summary of military equipment usage guidelines, inventory, fiscal impact, and complaints for 2023.

Definitions:

Pursuant to AB-481, the following definitions are applicable only to the Department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list, refer to Government Code section 7070 for "military equipment" as defined within the Assembly Bill.)

"Governing body" means the City Council and Mayor.

Military equipment" means the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles. This definition applies to the Department's inventory of small Unmanned Aerial Vehicles (UAVs) and SWAT robots.
2. Armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this definition.
3. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
4. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person, are specifically excluded from this definition.
5. Firearms of .50 caliber or greater. However, standard-issue shotguns are specifically excluded from this definition.
6. Ammunition of .50 caliber or greater. However, standard-issue shotgun ammunition is specifically excluded from this definition.
7. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members.
8. Any firearm or firearm accessory that is designed to launch explosive projectiles.
9. "Flashbang" devices and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld OC. This definition applies to all of the Department's inventory of flashbangs, pepper ball launchers, and related ammunition. Additionally, this definition applies to all of the Department's inventory of various chemical agents and chemical agent delivery systems maintained by the SWAT Unit.
10. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bags," and rubber bullets.
11. "Military equipment" does not include general equipment not designated as prohibited or controlled by the Federal Defense Logistics Agency.

"Military equipment use policy" refers to the Sonora Police Department Policy 706 and means a publicly released, written document governing the use of military equipment by the Department that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.

Summary of Military Equipment:

The inventory of military equipment, particularly consumable material (ammunition, diversionary devices, etc.), fluctuates regularly. This is based on a variety of factors, including but not limited to operational usage, operational deterioration, training, maintenance, and expiration and replenishment guidelines. The Sonora Department is committed to transparency in disclosing its military equipment inventory and related information to our community and elected officials in compliance with the law. The Department strives to provide the most accurate military equipment inventory and information at the time of this report's publication. The following are the various types, descriptions, and guidelines for usage of military equipment currently employed by the Sonora Police Department:

Rifles: Firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

Description, quantity, capabilities, and purchase cost

1. Colt M16A1 RIFLE (Quantity 14)
2. Received from Law Enforcement Support Office (LESO) 1033 Program at no cost: The M16 rifle, officially designated Rifle, Caliber.223/5.56MM.
3. FEDERAL.223/5.56mm 55GR RIFLE ROUND, cost: $198 per case of 500, quantity: 20 cases. Federal 223/5.56 MM Remington ammo features a lead core 55 Grain Full Metal Jacket bullet that is nonmagnetic, non-corrosive boxer primer and brass casing. The Federal ammo has a muzzle velocity of 3240 feet per second and muzzle energy of 1282 ft-lbs.

Purpose

To be used as precision weapons to address a threat with more accuracy and/or from greater distances as a handgun, if present and feasible.

Equipment Usage 2023:

This section outlines the military equipment usage for 2023. Training usage is not captured in this section. This section only provides data for the operational use of military equipment listed within this Annual Equipment Report.

The following are incidents where designated equipment was deployed:

1. Various deployments of the Colt M16A1 rifle in response to potential or perceived threats. These incidents include:
    a. Search Warrants
    b. Area search of dangerous subjects
    c. Coverage for hold-up/robbery alarms

Purchase of Equipment in 2023:

Pursuant to Sonora Police Policy 706, the following equipment, defined as Military Equipment by law, was purchased in 2023:

- There were no purchases made for defined Military Equipment by SPD in 2023.

Complaints regarding the use of Military Equipment:

In some instances, the application and use of military equipment may cause questions and/or concerns for members of the community. It is vitally important that community members' questions regarding the application and use of military equipment are addressed. The Sonora Police Department is committed to full and fair investigation of citizen complaints. As such, the Department has sound internal policies for thorough and impartial investigations of citizen complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure a consistently high level of integrity and efficiency maintained by the Department. The following is a summary of formal investigations related to the use of military equipment as investigated by the Sonora Police Department's Internal Affairs Unit for 2023:

- There were no complaints/investigations regarding the use of Military Equipment in 2023.

Summary and responses to Policy 706 violations:

- No violations of Policy 706- Military Equipment use, were reported or known of in 2023.

Conclusion:

This Annual Military Equipment Report reaffirms the Sonora Police Department's commitment to providing transparency and information to our community and elected officials in addition to ensuring compliance with the law. The equipment, resources, and training outlined in this report allow Sonora Police Officers to protect our community better, enhance the safety of the public and officers, and bring critical incidents to a safe resolution. Public safety is and always has remained a shared responsibility. The strength of our Department lies in a partnership with our community to address crime in their neighborhoods.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: 2024 Volunteer Fire Capacity Grant

RECOMMENDATION

Authorize the Sonora Fire Department to submit 2024 Volunteer Fire Capacity Grant, authorize the City Administrator and/or Fire Chief to execute all documents relating to the grant applications, and direct the Fire Chief to return to the City Council with the application results and to accept the awards.

DISCUSSION

The Sonora Fire Department is requesting the City Council authorize the Fire Department to submit application to receive grant funding from the State through their Volunteer Fire Capacity Grant. This grant program provides funding for wildland/structural firefighting personal protective equipment, wildland/structural firefighting equipment and communications equipment. The Fire Department has applied for this grant each year and has been successful each year. If awarded, a grant identification project number will be assigned for tracking purposes. This year, the Department is applying for wildland equipment, scene lighting, Thermal Imaging camera, communications equipment, training supplies and structural PPE.

FISCAL IMPACT

The grant allows for requests up to $40,000. The required match is 50%. The City would be required to provide a fifty percent (50%) match for the grants awarded. The Fire Department would be requesting the maximum amount of the grant. The match would come from monies recovered from emergency deployments and wound not impact the general fund.

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Special Event Request—Summer Concert Series at Coffill Park for 2024

RECOMMENDATION:

Consider approval of the Special Event request as submitted by the Sonora Chamber of Commerce to host its Summer Concert Series at Cofill Park for 2024

BACKGROUND:

The Sonora Chamber of Commerce has been supporting the City's business community and planning attractive events for many years. The Chamber has been instrumental in such events as Second Saturday Art Night, Christmas town Sonora, Trick or Treat Street and its monthly Mixers. These events are well attended, bring visibility to downtown Sonora and attract attendees from throughout the county along with visitors to the area.

In 2023, the City entered into contract with the Chamber to manage the Opera Hall and coordinate specific special events in the City, including the Sonora Christmas Parade.

DISCUSSION / ANALYSIS:

This application, which is typically a ministerial action exercised by Community Development Department staff is being brought to the Council for approval because the application has requested to serve alcohol.

All applications requesting alcohol in the City must be approved by City Council.

The Summer Concert Series has been a staple at Coffill Park for a number of years. The event has not generated complaints from any of the surrounding neighbors or businesses. The event is concluded by 10pm.

The Chamber is requesting music on June 8, July 13, August 10, September 14 and October 12.

FISCAL IMPACT:

There is no cost to the City associated with this event

ATTACHMENTS:

Special Event Permit Application

SONORA
CHAMBER OF COMMERCE

February 22, 2024

City of Sonora
94 N. Washington Street
Sonora, Ca. 95370

This request is on behalf of the Sonora Chamber of Commerce regarding our summer concert series at Coffill Park for 2024. The proposed dates are June 8, July 13, August 10, September 14 and October 12, 2024. The time of the concert series will be 8pm-10pm on five 2nd Saturday Art Night summer evenings

It has always been our vision to encourage visitors and locals alike to our downtown area. The Sonora Chamber of Commerce is dedicated to raising awareness of the Sonora area and marketing the area as a tourism destination and a destination for our locals as well.

The reason we are contacting you is that we are respectively asking to serve beer and wine from 7pm-10pm on the above dates in Coffill Park's confined space. We will have one to two people at the entrances to these events. They will be monitored to ensure that no one enters or leaves with alcoholic beverages. We will be checking ID's to make sure that no one under the age of 21 is being served plus will be also monitoring alcohol consumption. Additionally, the Sonora Chamber of Commerce has taken the RBS training through the Department of Alcohol Beverage Control and has been certified to serve alcohol.

We propose to set up a beer and wine bar under the trellis area like in years past. It will be staffed by Sonora Chamber of Commerce board members and volunteers. The Sonora Chamber has a Liability insurance policy that covers events such as this and we will acquire the necessary ABC licenses for each event. The Sonora Chamber of Commerce has many years of experience responsively serving alcohol to the public. We will respectfully comply with the City ordinance and make sure the music ends at 10pm.

The Sonora Chamber of Commerce would be most grateful to receive approval by the City Council. I would be happy to be at your next meeting to present and discuss this plan formally and answer any questions.

Respectfully,

Katie Dunn

Katie Dunn

President/ Sonora Chamber of Commerce

City of Sonora Special Event Permit Application

Revised February 4, 2022

Account # 001-2000-48020

A Special Event Permit is required for any <u>public</u> or <u>private</u> event to be held on any property under the City of Sonora's control. Special Event Permits are not required for events held at the Sonora Opera Hall or private events held in a City park that have 25 or fewer people in attendance and do not include setting up equipment and/or structures . A fully completed Special Event Application <u>must be</u> submitted at least 30 days prior to the event and include a non-refundable fee of $50.00, payable to the City of Sonora.

Permittee/Sponsoring Organization Information	
Permittee/Organization	Sonora Chamber of Commerce
Contact Name	Katie Dunn
Street Address	47 N Washington St
City, State, Zip Code	Sonora Ca 95370
[redacted]	Evening Phone #_____
[redacted]	
Event Day Contact "on site"	Name Katie Dunn [redacted]

Event Information	
Event Title	COFFILL PARK MUSIC SERIES
Date of Event	jUNE 8, JULY 13, AUG 10, SEPT14 AND OCT 12, 2024

Briefly explain event and activities (include entertainment information):

2nd Saturday Art Night Concert series in Coffill Park featuring local bands .

__x_Public Event ___Private Event Anticipated Attendance # __100_____

If public, is the event free? __x_YES ___NO

Amplified Music __x_YES ___NO

Event Time: Start __7PM_____ End ___10PM_____

Time : Start of Setup _5PM_____Take Down Completed____11PM_____

Street Closure Request

The following streets have been pre-approved by the City Council for temporary closure:

- ⇒ Jackson St. from Green St. to Washington St. and from Washington St. to Stewart St.
- ⇒ Dodge St. from Green St. to Washington St. and from Washington St. to Stewart St.
- ⇒ Linoberg St. from Green St. to Washington St. and from Washington St. to Stewart St.
- ⇒ Theall St. from Stewart St. to Shepherd St.
- ⇒ Theall St. from Washington St. to Stewart St.
- ⇒ Green St. from Bradford Ave. to Yaney Ave.
- ⇒ Yaney Ave. from Washington St. to Green St.

If you are requesting the closure of a different street your event will have to be approved by the City Council at a regularly scheduled City Council Meeting. You or a representative must be in attendance at the meeting.

Street Name(s):	Cross Streets:
	Between _____ & _____
	Between _____ & _____
	Between _____ & _____
	Between _____ & _____

City Parking Lot Closure Request

Location(s):	*If more than one location is being requested please indicate the activities planned in each location*

Other/Additional Property Use Request

Location(s):	*If more than one location is being requested please indicate the activities planned in each location*

If you are requesting the use of a public park it will be your responsibility to arrive early and reserve your space.

Alcoholic Beverages Public Possession & Consumption

It is unlawful for any person to drink, consume or possess an open container of any alcoholic beverage or intoxicating liquor on any property under the City of Sonora's control without prior approval of the City Council at a regularly scheduled City Council Meeting. You or a representative must be in attendance at the meeting.

Are you requesting approval to have alcoholic beverages at the event?

_X_Yes ___No

Insurance Requirements

Permittee shall maintain general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Permittee's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. If alcohol is being served or sold the Permittee shall also obtain Liquor Liability Insurance for an amount not less than $1,000,000 per occurrence and $1,000,000 in aggregate. The Certificate of Insurance and endorsement must be received by the City of Sonora prior to issuance of the Special Event Permit. If needed, Permittee may purchase Special Event Insurance through the City of Sonora.

Business/Residents Notification Requirements

Prior to submitting this application, Permittee must contact all residents and businesses adjacent to the event location to provide them with information about the event. This requirement does not apply to the use of City parks. List all of the individuals contacted, and the date that they were contacted, below:

Individuals Contacted	Date Contacted
El Arroyo	2/12/24 by email
Escondite De la Torre	2/12/24 by email

Additional Rules and Regulations

- Events cannot occur without City's approval of the Special Event Application and the issuance of a Special Event Permit.
- Upon reviewing this application the City may request additional information regarding the proposed event.
- Unless otherwise indicated, applications will be reviewed and approved, or denied, by designated City staff. Denials can be appealed to the City Council.
- Permittee is responsible for providing adequate safety protection for the traveling public.

Additional Rules and Regulations Continued

- Permittees requesting a street or parking lot closure are responsible for posting notices and placing barricades and signs as required by the City. The City will provide barricades and signage for up to two closure locations. If additional closures are needed, it will be the responsibility of the Permittee to obtain additional barricades and signage. All barricade locations must be indicated on a diagram showing the location, barricade type and signage. The diagram is to be submitted with this application. It is Permittees responsibility to place and remove all barricades, signage and notices.
- If the Permittee is requesting the removal of public parking they will be responsible for posting the parking spaces with the appropriate notices and on the required day. It is the Permittees responsibility to remove notices following the event.
- The setting up of tents and/or awnings, or erecting or construction of any structure must be depicted on a diagram and submitted with the application.
- Tents and membranes structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Sonora Fire Department. Individual tents, or aggregate area of multiple tents placed side by side, exceeding 700 square feet in total require a permit. A minimum clearance of 12 feet to all structures and other tents must be maintained.
- All air-supported or inflated tents require a permit through the Sonora Fire Department. Hay, straw, shavings or similar combustible materials shall not be located within any tent or membrane structure, except for daily feeding and care of animals. Smoking shall not be permitted within 10' of any tents. Fire Extinguishers may be required. Additional requirements may be needed based on size and occupant load.
- Upon completion of the event all garbage, debris and materials shall be entirely removed, and properly and legally disposed of by the Permittee. If area is not left clean, or if there is damage to City property, Permittee shall be responsible to reimburse the City of Sonora for all costs associated with cleanup or repair.
- Permittee must obtain a permit from the Sonora Fire Department for any type of cooking or open flame device. Fire extinguishers will be required.
- All electrical devices must be applied with approved shut-offs and must not create a trip hazard.

Submit fully completed and signed application, fee and diagram, if needed, To:

City of Sonora
Community Development Department
Attn: Tyler Summersett
94 N. Washington Street
Sonora, CA 95370

For further information and assistance - (209) 532-3508 Ext. 2 or tsummerset @sonoraca.com

Indemnity/Hold Harmless and Certification

Permittee, Promoter and/or Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, costs and expenses, liabilities, obligations, judgments, damages or losses, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Permittee's, Promoter's and/or Vendor's performance of its obligations, or failure to perform, under this agreement or out of operations conducted by Permittee, Promoter and/or Vendor, its officers, agents, subcontractors, employees, or anyone directly or indirectly employed by them, or anyone for whose acts any of them, may be liable under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Permittee's performance of this agreement, the Permittee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

I hereby certify that all of the information provided on this application is complete and accurate. I have read the Special Event Permit Application and fully understand the content including the Indemnification /Hold Harmless provisions. I do hereby certify that I am duly authorized to enter into this Agreement and that the activity fully meets the conditions set forth herein and I/we agree to observe all rules and procedures as stated.

Print Name Katie Dunn

Signature Katie Dunn _____ 2/22/24
Date

CITY TO COMPLETE

City Department Review:

Sonora Fire Department	___Approved	___Denied	Date _____
Sonora Police Department	___Approved	___Denied	Date _____
Public Works Department	___Approved	___Denied	Date _____
Community Development Dept.	___Approved	___Denied	Date _____

If application is denied, list reason for denial _____

_____

CITY APPROVAL:

Conditions of Approval, if any _____

_____

_____

_____

_____ _____

Community Development Director ***Date***

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: City Council Members

FROM: Melissa Eads, City Administrator
Aimee New, Fire Chief

SUBJECT: Presentation of the Completed Community Wildfire Protection Plan

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RECOMMENDATION

Consider authorizing the Mayor to Sign the Completed Community Wildfire Protection Plan.

DISCUSSION

A Community Wildfire Protection Plan (CWPP) is a developing collaborative-shared strategy to improve wildfire resilience and build fire-adapted communities. The State and Federal governments do not mandate for Cities or Counties to have a CWPP, however, it is commonly required to be eligible for fuel management and risk reduction funding opportunities.

The Community Wildfire Protection Plan (CWPP) for Tuolumne County as a whole provides a road map and principle-guiding document to assist agencies, organizations, and the public. The CWPP will assist the community to better prepare, respond, mitigate, and recover from current and future wildfire threats. The plan is an update to the previous Tuolumne County CWPP dated December 12, 2004.

CWPPs are organized according to the Healthy Forest Restoration Act of 2003 (HFRA) and must address at a minimum:

> **Collaboration** – Local/state officials, federal agencies, and nongovernmental stakeholders; **Prioritized Fuel Reduction** – Identify and prioritize areas for hazardous fuel reduction treatments on both federal and nonfederal lands and recommend types of treatment; **Treatment of Structural Ignitability** – Recommend measures that homeowners and communities can take to reduce the ignitability of structures in the plan area.

The following governing entities must mutually agree to the final contents of a CWPP:

> The applicable local governments; the local fire department(s); and the state entity responsible for forest management.

The Tuolumne Firesafe Council (TFSC) received grant funding from CAL FIRE California Climate Investments (CCI) Program to administrate the new CWPP. Jensen Hughes was selected as the contractor to assist in the development of the CWPP. The CWPP was created in collaboration with a Steering Committee of local subject matter experts, a Stakeholders Working Group, and multiple outreach events and surveys to engage members of the public. Fire Chief Aimee New represented the City during these processes and recommends signing the CWPP.

FISCAL IMPACT

No fiscal impact to the General Fund.

News Release

2024 COMMUNITY WILDFIRE PROTECTION PLAN FINALIZED

The Tuolumne Fire Safe Council is pleased to announce the completion of the 2024 Community Wildfire Protection Plan (CWPP) for Tuolumne County. "I have been very impressed by the amount of community support and participation that has gone into the development of this plan" stated Acting President of the Council, Mike Olenchalk. "I want to thank everyone who participated and supported this important effort."

The CWPP is a collaborative planning document focused on identifying and addressing local hazards and risks from wildfire. The CWPP determines what is at risk and proposes actions for the community to address wildfire threat.

The 2024 CWPP was developed through a collaborative process involving the Tuolumne Fire Safe Council (TFSC), Tuolumne County Office of Emergency Services (TC-OES), Tuolumne County Fire Department, State and local fire agencies, City of Sonora, county officials, county, state-, and federal-land management agencies, HOAs, infrastructure organizations, businesses, community groups and the general public.

Funding for this project was provided by the California Department of Forestry and Fire Protection's (CAL FIRE) Wildfire Prevention Grants Program as part of the California Climate Investments Program.

CWPPs are in use across the country and at a variety of scales. Signed by the local fire district, local governments, and state forestry agency, CWPPs represent an opportunity for diverse community stakeholders to meaningfully engage in their local wildfire risk reduction actions.

The CWPP is considered a living document that serves as a road map for planning and prioritizing wildfire mitigation activities throughout the County, while also providing a resource to help increase public awareness and engagement in wildfire safety principles and preparedness at the individual, household, and neighborhood levels.

Benefits of the Community Wildfire Protection Plan:

- A current CWPP must be in place to qualify for Federal Grants
- Allows grant proponents to focus resources on shared priorities, promoting more efficiency and reducing redundancy and competition for the same limited resources.
- Identifies actions and priorities to reduce the risk of catastrophic wildfires.
- Identifies community level actions and home hardening practices.

To view the plan, visit https://cwpp.tuolumnefiresafe.org

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Request to Formally Dissolve the Successor (Housing) Agency of the City of Sonora

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RECOMMENDATION:

Consider adoption of Resolution 04-01-2024-A, dissolving the Successor Agency and request the Oversight Board and Auditor Controller for formal dissolution upon their review and concurrence.

BACKGROUND:

On December 29, 2011, the California Supreme Court delivered its decision in the *California Redevelopment Association v. Matosantos* case, finding ABx1 26 (the "Dissolution Act") largely constitutional and AB1x 27 (the “Alternative Redevelopment Program Act”) unconstitutional. The Court’s bifurcated decision resulted in all California redevelopment agencies, including the Redevelopment Agency of the City of Sonora, to be dissolved under the constitutional Dissolution Act, and none will have the opportunity to opt into continued existence under the unconstitutional Alternative Redevelopment Program Act.

As the Sonora Redevelopment Agency was to be dissolved on February 1, 2012, on January 30, 2012, the City Council adopted Resolution 01-30-2012-A, electing to serve as the Successor Agency to the City of Sonora Redevelopment Agency. All non-housing funds and assets were then turned over to the successor agency who is charged with the responsibility of paying off the former Redevelopment Agency's existing debts, disposing of the former Redevelopment Agency's properties and assets to help pay off debts and return revenues to the local government entities that receive property taxes, and winding up the affairs of the former Redevelopment Agency. The City elected not to retain the Redevelopment Agency's affordable housing assets, other than its existing housing fund balance, and were turned over to the County, as successor housing agency, to continue to perform affordable housing activities. The former Redevelopment Agency's affordable housing fund balance will be used to repay existing housing fund debts and/or remitted to the County Auditor-Controller for distribution to the Taxing Entities.

An Oversight Board consisting of seven representatives selected by the County, the City and various local education and utility districts, is charged with overseeing the activities of the Successor Agency. The Oversight Board does not have a regular meeting schedule. To date, they have met on an as needed basis.

DISCUSSION / ANALYSIS:

Health and Safety Code (HSC) section 34187 states to formally dissolve a Successor Agency (Agency), the Agency, in this case the City of Sonora, shall submit to the Oversight Board (OB) a request to dissolve, with a copy of the request to the County Auditor-Controller once the following three conditions have been met:

- All of the enforceable obligations on the Recognized Obligation Payment Schedule have been retired or paid off.
- All real property has been disposed of pursuant to HSC section 34181 or 34191.4
- All outstanding litigation has been resolved.

The next step involves the Oversight Board. The OB needs to approve the request to dissolve from the Agency within 30 days and submit the request to the (State) Department of Finance. Finance will then review the request and approve or deny within 30 days.

Within 100 days of receipt of the Department of Finance dissolution approval notification, the Agency shall dispose of all remaining assets as directed by the Oversight Board and submit the sale proceeds to the County Auditor-Controller for distribution to the affected taxing entities, then notify the OB of these Agency actions.

Upon receipt of the notification, the Oversight Board is to verify the following:

- All obligations have been retired or paid off.
- All outstanding litigation has been resolved.
- All remaining assets have been disposed of with any proceeds remitted to the Auditor-Controller for distribution.

Within 14 days of verification, the OB is to adopt a final resolution of dissolution for the Agency, to be effective immediately. This resolution is to be submitted to the sponsoring entity (City), County Auditor-Controller, State Controllers office, and (State) department of Finance by electronic means.

FISCAL IMPACT:

There is no cost associated with these actions outside of staff time for coordination.

ATTACHMENTS:

Resolution 04-01-2024-A

Financials

RESOLUTION 04-01-2024-A

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF SONORA
IN THE MATTER OF APPROVING
A REQUEST TO FORMALLY DISSOLVE THE SUCCESSOR AGENCY**

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos ("Matosantos"), finding Assembly Bill X1 26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the Redevelopment Agency of the City of Sonora ("Agency"), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on January 30, 2012 the City Council (the "City") declared that the City of Sonora act as the Successor Agency to the Redevelopment Agency of the City of Sonora to the former Redevelopment Agency of the City of Sonora, as defined in the Dissolution Act; and

WHEREAS, in accordance with Health & Safety Code Section (HSC) 34187(b), when all enforceable obligations have been retired or paid off, all real property has been disposed of pursuant to HSC 34181 or 34191.4, and all outstanding litigation has been resolved, a successor agency shall, within 30 days of meeting the aforementioned criteria, submit to the oversight board a request, with a copy of the request to the County Auditor–Controller, to formally dissolve the successor agency. The oversight board shall approve the request within 30 days, and shall submit the request to the Department of Finance; and

WHEREAS, the City, acting as the Governing Board of the Successor Agency request to formally dissolve the Successor Agency having provided substantial evidence that all enforceable obligations were paid off, all real property assets had been disposed of pursuant to HSC 34181 or 34191.4, and all outstanding litigation have been resolved pursuant HSC 34187(b); and

WHEREAS, the Successor Agency shall request to formally dissolve to the Oversight Board with a copy of the request to the County Auditor–Controller and upon approval summit a copy of the approval to the Department of Finance; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

SECTION 1. The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law.

SECTION 3. The City acting as the Governing Board to the Successor Agency hereby finds and determines that, based upon substantial evidence provided by the Successor Agency, that the Successor Agency has completed its prescribed obligations under HSC

34187(b) and approves the request to formally dissolve the Successor Agency as appropriate under State law.

SECTION 4. The City acting as the Governing Board hereby directs the Successor Agency's Secretary to transmit a copy of this Resolution to the Oversight Board to formally request to dissolve the Successor Agency.

SECTION 5. The approval of this Resolution does not commit the City or the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

SECTION 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council, this 1st day of April, 2024

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Mark Plummer, Mayor

ATTEST:
Tracy Skelly
Successor Agency Secretary

By:_____

APPROVED AS TO FORM:
Legal Counsel

By:_____

CITY COUNCIL AGENDA REPORT

DATE: April 01, 2024

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Real Property Acquisition – Parking Lot located at the corner of Church and Stewart Streets in Sonora, California.

RECOMMENDATION

Consideration to approve the acquisition of the real property located at the corner of Church and Stewart Streets (APN # 002-151-012) in the amount of one hundred twenty-four thousand nine hundred forty-two and 38/100 dollars ($124,942.38) and authorize the City Administrator or designee to sign and finalize all documents associated with the purchase.

DISCUSSION

The property is located on the corner of Church Street and Stewart Street. The City already owns the parking lot at Church Street and Washington Street, on the same corner, and this would add to the parking inventory at that end of town. The proceeds from the sale of the parking lot will go entirely to the Irving J. Symons Foundation, a supporting organization of the Sonora Area Foundation. The Irving J. Symons Foundation supports charitable purposes solely in Tuolumne County, and primarily for education, the arts, healthcare, historic preservation, children, the elderly, and disadvantaged individuals.

Purchasing the property serves a public benefit by providing much needed public parking in the downtown area.

FISCAL IMPACT

The General Fund Unassigned Fund Balance will be used to purchase the property.

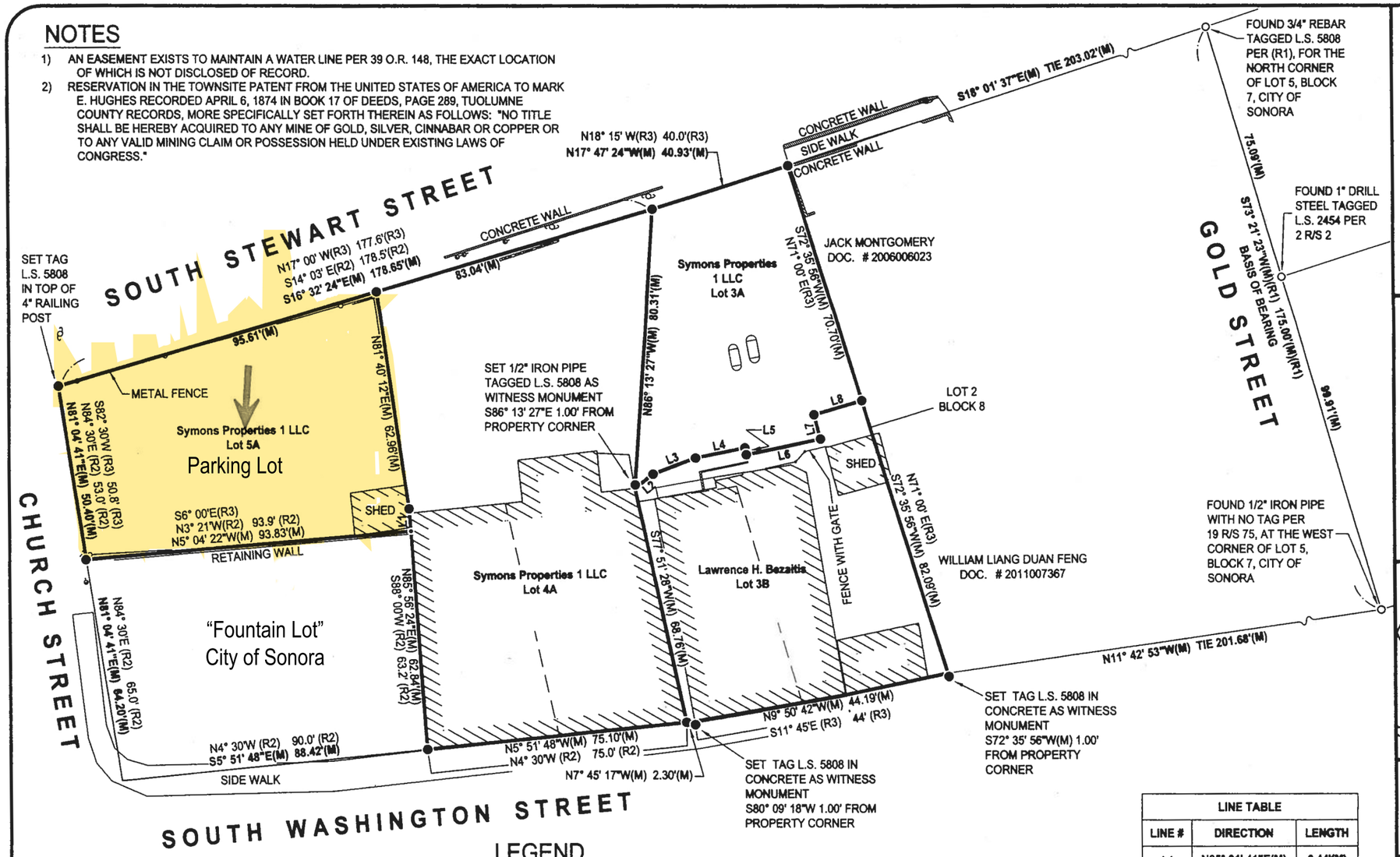
ATTACHEMENTS

- Parcel Map showing location of property
- Purchase Agreement
- Preliminary Title Report

2019007377

NOTES

1) AN EASEMENT EXISTS TO MAINTAIN A WATER LINE PER 39 O.R. 148, THE EXACT LOCATION OF WHICH IS NOT DISCLOSED OF RECORD.
2) RESERVATION IN THE TOWNSITE PATENT FROM THE UNITED STATES OF AMERICA TO MARK E. HUGHES RECORDED APRIL 6, 1874 IN BOOK 17 OF DEEDS, PAGE 289, TUOLUMNE COUNTY RECORDS, MORE SPECIFICALLY SET FORTH THEREIN AS FOLLOWS: "NO TITLE SHALL BE HEREBY ACQUIRED TO ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING CLAIM OR POSSESSION HELD UNDER EXISTING LAWS OF CONGRESS."



LEGEND

- ● - SET 1/2" IRON PIPE TAGGED L.S. 5808 OR AS NOTED
- ○ - FOUND MONUMENT AS NOTED
- • - CALCULATED POINT , NOTHING FOUND OR SET
- (M) - MEASURED PER THIS SURVEY
- (R1) - RECORD PER 44 R/S 22
- (R2) - RECORD PER 3 PB 4
- (R3) - RECORD PER OFFICIAL NOTES FOR TOWNSITE OF SONORA
- (R4) - RECORD PER 2 R/S 2
- (R5) - RECORD PER UNRECORDED SURVEY BOOK 9 PAGE 33
- - UTILITY POLE
- - GUY WIRE ANCHOR
- - METAL FENCE
- - LIQUEFIED PETROLEUM GAS TANK

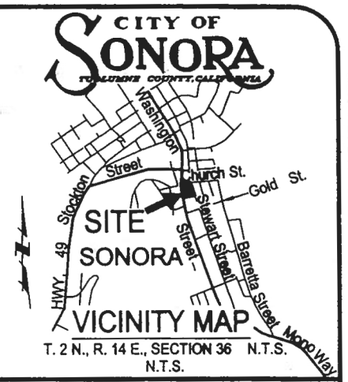
SUBJECT PARCEL VESTING

SYMONS PROPERTIES 1 LLC
DOC. # 2006003754

LAWRENCE H. BEZAITIS
DOC. # 2014011287

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N85° 31' 41"E(M)	6.44'(M)
L2	S38° 19' 42"E(M)	6.61'(M)
L3	S20° 50' 44"E(M)	13.99'(M)
L4	S11° 42' 53"E(M)	14.46'(M)
L5	S78° 17' 07"W(M)	2.00'(M)
L6	S11° 42' 53"E(M)	22.00'(M)
L7	N74° 55' 30"E(M)	7.22'(M)
L8	S16° 15' 36"E(M)	14.42'(M)

CITY OF SONORA
TUOLUMNE COUNTY, CALIFORNIA



T. 2 N., R. 14 E., SECTION 36 N.T.S.
N.T.S.

SYMONS PROPERTIES 1 LLC / BEZAITIS
CITY OF SONORA

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS DETERMINED BETWEEN FOUND MONUMENTS AS SHOWN HEREON PER VOLUME 44 OF RECORD OF SURVEYS AT PAGE 22 ON FILE IN THE OFFICE OF THE TUOLUMNE COUNTY RECORDER, BEING A TRUE BASIS.

NORTH

20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

JOB NO.:	DRAWN BY:	DRAWING NAME:	DATE:
1117	TAH	1117 FPM	07/19/2019

Land Structure

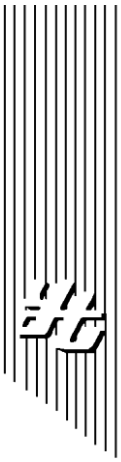
105 SOUTH STEWART STREET, SONORA, CALIFORNIA, 95370
T: 209.532.5173 F: 209 532 5220

PARCEL MAP

of a portion of Lots 3, 4 & 5, Block 8 of the City of Sonora, as per the official map and plat thereof, made by J. P. Dart and A. B. Beauvais in the year 1872, and on file in the office of the Tuolumne County Recorder, lying within the southeast 1/4 of Section 36, Township 2 North, Range 14 East, Mount Diablo Meridian, in the City of Sonora, County of Tuolumne, State of California.

SHEET 2 OF 2

PM 59-88



YOSEMITE TITLE COMPANY

208 South Washington Street – (209) 532-8174
Sonora, CA 95370 – FAX (209) 532-2623

PRELIMINARY REPORT

In response to the following referenced application for a Policy of Title insurance, the insuring company named herein does hereby report that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Schedule B attached. Limitations on Covered Risks applicable to CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit 1. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a Policy or Policies of Title Insurance and no liability is assumed prior to the issuance of a Policy of Title Insurance. If it is desired that liability be assumed prior to the issuance of a Policy of Title Insurance, a Binder or Commitment should be requested.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Schedule B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

YOSEMITE TITLE COMPANY
Authorized Agent for Insurance Company named herein

SCHEDULE A

Prepared for:

ATTN:

Order No.: **323473BW**

Escrow Officer: **Beth Whitehead**
Title Officer: **Stephanie Chappell**

Seller: **Symons Properties I, LLC**
Buyer: **City of Sonora**

Address Known As:
002-151-012
Tuolumne County, CA

1. The form of Policy or Policies of title insurance contemplated by this report is:

   (X) CLTA Standard Coverage Policy – (2-4-2022)
   ( ) CLTA Homeowners Policy of Title Insurance – (7-1-2021)
   ( ) ALTA Loan Policy – (7-1-2021)

   and is to be issued and Insured by:

   STEWART TITLE GUARANTY COMPANY

2. Effective Date:

   March 15, 2024 at 7:30 a.m.

3. The estate or interest in the land hereinafter described or referred to covered by this Report is:

   A FEE

4. Title to said estate or interest at the date hereof is vested in:

   Symons Properties I, LLC, a California limited liability company

5. The land referred to in this Report is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

Order No.: **323473BW**

All that certain real property in the City of Sonora, County of Tuolumne, State of California, described as follows:

LOT 5A, as shown and designated on that certain Parcel Map filed in the Office of the County Recorder of Tuolumne County, California on July 24, 2019 in Book 59 of Parcel Maps at Page 87, Tuolumne County Records.

Assessor's Parcel Number 002-151-012

SCHEDULE B

Order No.: **323473BW**

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. GENERAL AND SPECIAL COUNTY TAXES for the fiscal year 2024 - 2025, a lien not yet due or payable.

2. GENERAL AND SPECIAL COUNTY AND CITY TAXES for the fiscal year 2023 - 2024

1st installment	: $119.89	PAID
2nd installment	: $119.89	DUE 4/10/2024
Penalty	: $21.98	
Land	: $22,273.00	
Improvements	: $0.00	
Personal Property	: $0.00	
Exemptions	: $0.00	
A.P. No.	: 002-151-012	
Code Area	: 01/016	

3. THE LIEN OF SUPPLEMENTAL TAXES, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California, et seq.

4. Taxes and/or assessments affecting land, if any, for community facility districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts.

5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

6. Any facts, rights, interests or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

7. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

8. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

9. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

10. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

11. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or, under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

12. RESERVATION in the townsite patent from the United States of America to MARK E. HUGHES recorded April 6, 1874 in Book 17 of Deeds, Page 289, Tuolumne County Records, more specifically set forth therein as follows:

    "No title shall be hereby acquired to any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws of congress."

13. THE RIGHTS OF ANY PARTIES IN POSSESSION OF SAID LAND based on any unrecorded leases and/or rental agreements.

14. EASEMENTS, NOTES, RECITALS, PROVISIONS AND DEDICATIONS as shown or delineated on the Official Map filed for record July 24, 2019 in Volume 59 of Parcel Maps, at Page 87, Tuolumne County Records, which provide for, among other things, as follows:

    (a) Metal fence along Easterly line.

    (b) Retaining wall along Westerly line.

    (c) Shed in Southwesterly corner.

15. This Company will require the following documents in order to insure a conveyance or encumbrance by the Limited Liability Company (LLC) named below:

    (a) A current copy of the Articles of Organization certified by the Secretary of State.

    (b) A copy of the Operating Agreement and amendments, if any, including delegations of authority appointing managers or other parties to executed documents that this Company is being requested to insure.

    (c) A copy of the current Statement of Information form (LLC-12) filed with the Secretary of State.

    Limited Liability Company: Symons Properties I, LLC, a California limited liability company

NOTE: According to the public records of Tuolumne County, State of California, no deeds or agreements to transfer any interest in and to the herein described property have been recorded within a period of 24 months prior to the date hereof, other than as shown below:

NONE

PRIVACY NOTICE (15 U.S.C. 6801 and 16 CFR Part 313): We collect non-public personal information about you from information you provide on forms and documents and from others who are involved in your transaction. We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

NOTE: CALIFORNIA "GOOD FUNDS" LAW. Effective January 1, 1990, California Insurance Code Section 12413.1, (Chapter 598, Statutes of 1989), prohibits a title insurance company, controlled escrow company or underwritten title company from disbursing funds from an escrow or sub-escrow account, (except for funds deposited by WIRE TRANSFER) until the day these funds are made available to the depositor or pursuant to Part 229 of Title 12 of the Code of Federal Regulations, (Reg. CC). Other forms of deposits may cause extended delays in closing the escrow or sub-escrow.

"YOSEMITE TITLE COMPANY will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State Law."

NOTE: The issuance of this report is conditioned upon payment of a cancellation fee, if for any reason, a Policy of Title Insurance is not issued in connection with this Title Order. Said fee shall be in an amount not less than the minimum charge set forth in the filed rate schedule, and is a required charge pursuant to Section 12404.1 of the Insurance Code of the State of California.

NOTICE: California Revenue and Taxation Code (R & TC) Section 18662, which requires that **unless a waiver is obtained from the California Franchise Tax Board** a buyer must withhold from any seller who is not a California resident, a sum equal to 3 1/3% of the sales price upon the disposition of non-exempt California real property interest. This withhold is in addition to the provisions of Section 1445 of the Internal Revenue Code pertaining to the tax due if the transferor is a "foreign person" as defined therein.

In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR

2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000), OR

2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR

3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, of any of the following:

   A. That the California real property being conveyed is the seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).

   B. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.

   C. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.

   D. That the California real property transaction will result in a loss for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

Buyer understands that in no event will Escrow Holder undertake to advise Buyer and/or Buyer's representative on the possible application of the above code sections to this specific transaction. Unless expressly instructed by Seller and Buyer herein, Buyer understands that Escrow Holder will NOT assist in obtaining a waiver from withholding from the Franchise Tax Board.

Should Buyer and Seller herein direct Escrow Holder to undertake any activities pursuant to the withholding provisions under California law, Buyer and Seller agree to cooperate fully in providing necessary information to Escrow Holder. Buyer and Seller agree to indemnify and hold Escrow Holder harmless in the event of noncompliance resulting from information supplied by either Buyer and/or Seller. For additional information concerning the withholding provisions under the code sections referenced above, please contact the Franchise Tax Board-Withhold-at-Source Unit at (916) 845-4900, P.O. Box 651, Sacramento, CA 95812-0651.

Stewart Title is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

1. Property located within an area proclaimed a state or federal disaster area;

2. Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

3. Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

ALL EMAIL LOAN PACKAGES MUST BE SENT TO: docs@yotitle.com DO NOT EMAIL LOAN PACKAGES TO ESCROW OFFICER.

CLTA Preliminary Report, Exhibit A (07-01-21)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land. Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Dollar Limit of Liability
		Our Maximum
Covered Risk 16:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__
Covered Risk 18:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__
Covered Risk 19:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__
Covered Risk 21:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount Dollar Limit of Liability	Our Maximum
Covered Risk 16:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__
Covered Risk 18:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__
Covered Risk 19:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__
Covered Risk 21:	__% of Policy Amount Shown in Schedule A or $__ (whichever is less)	$__

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and

(b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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Stewart Title Guaranty Company Privacy Notice 2 (Rev 01/26/09)
Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE AGENT DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of agent and its affiliates, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as agent, need to share customers' personal information to run their everyday business – to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes – to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing Practices	
How often do/does agent notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does agent protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does agent collect my personal information?	We collect your personal information, for example, when you • Request insurance-related services • Provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Yosemite Title Company, 208 South Washington Street, Sonora, CA 95370

Stewart Title Guaranty Company
Privacy Notice

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.

d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
e. Parties involved in litigation and attorneys, as required by law.
f. Financial rating organizations, rating bureaus and trade associations.
g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt-out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone:	Toll Free at 1-866-571-9270
Email:	Privacyrequest@stewart.com
Postal Address:	Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

Effective Date: January 1, 2020
Updated: January 1, 2023

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal of California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80 (e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status , medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or	YES

	consuming histories or tendencies.	
E. Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data	Physical location or movements.	YES
H. Sensory Data	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities.

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information

Category J: Non-public education information
Category K: Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, date portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting http://stewart.com/ccpa.

Only you or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention polices pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California Law, please do not hesitate to contact us at:

Phone:	Toll Free at 1-866-571-9270
Website:	http://stewart.com/ccpa
Email:	Privacyrequest@stewart.com
Postal Address:	Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is effective as of the ____ day of _____, 2024, and is made by and between the City of Sonora, a political subdivision of the State of California, ("Buyer" or "the City"), and Symons Properties I, LLC, a California Limited Liability Company"; ("Seller" or "Symons").

RECITALS:

WHEREAS, Seller is the fee simple owner of that certain real property located in the City of Sonora, Tuolumne County, California commonly known as the parking lot at the corner of Church and Stewart Streets, Sonora, California 95370 and depicted on the Parcel Map and legally described collectively on **Exhibit "A"** hereto (the "Real Estate"). The Real Estate consists of unimproved land which includes a parking lot with a small building located thereon and consisting of approximately 5,653 square feet in size (APN 002-151-012); and

WHEREAS, Buyer owns and has been in possession of a parking lot located generally west and contiguous of the Real Estate; and

WHEREAS, as a result of Buyer's ownership of the contiguous property, is familiar with the Real Estate; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to convey to Buyer the Real Estate on the terms, subject to the conditions, and for the considerations hereinafter set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, promises and the respective representations, warranties, agreements, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree that the foregoing recitals are incorporated herein by reference and as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1 Certain Definitions. When used herein, the following terms shall have the respective meanings set forth opposite each such term:

Agreement: This Real Estate Purchase Agreement, including the Exhibits attached hereto, are incorporated herein and made a part hereof.

Claim: Any claim, lawsuit, demand, suit, motion, litigation, proceeding, arbitration, or other dispute, whether civil, criminal, administrative or otherwise, or any hearing, investigation or notice of a violation by a Governmental Authority.

Closing: The consummation of the purchase and sale of the Real Estate contemplated by this Agreement, which shall take place on the Closing Date and be held at such place and in such manner as Seller and Buyer reasonably agree. This may be effected through the Escrow.

Deed: That certain recordable Grant Deed prepared, executed and delivered in accordance with the laws of the State of California to be delivered by Seller to Buyer at the Closing conveying the Real Estate to Buyer, subject only to the Permitted Exceptions.

Escrow Agreement: An escrow agreement in the form of escrow instructions to be prepared by Yosemite Title Company, between Seller, Buyer and Title Insurer as the Escrowee.

Escrow Date: Five (5) days after full execution of this Agreement.

Escrowee: Yosemite Title Company, Inc. 208 S. Washington Street, Sonora, California 95370

Governmental Approvals: Approvals for the development of the Real Estate for the purposes from various Governmental Authorities, including (if applicable), entitlements, general plan land use designations, zoning designations, conditional use permits, licenses, encroachment rights, and other environmental and/or land use approvals.

Governmental Authority: Any legislative, judicial, executive, regulatory or administrative body, agency, commission, authority or instrumentality of the United States of America or of any state, county, city or other political subdivision within the United States of America, and any arbitrator or panel of arbitrators whose rulings, orders, and awards are, in the particular circumstances presented, enforceable in a court of law within the United States of America.

Losses: All claims, investigations, actions or causes of action, losses, liabilities, fines, penalties, judgments, liens, injuries, damages, costs of settlement or other costs or expenses of whatever kind or nature (including any action or proceeding brought, threatened or ordered by any Governmental Authority), including reasonable attorneys' and reasonable experts' fees and court costs and expenses, and investigation and remediation costs.

Permitted Exceptions: Those items approved in writing by Buyer, at their sole discretion, following their review of the Title Commitment, the Survey, (if any), the Existing Due Diligence Information, any other information learned by Buyer in its due diligence review of the Real Estate, and those items which are liens or exceptions which arise from an act or omission by or claim against Buyer or an agent of Buyer.

Purchase Price: The consideration payable by Buyer to Seller for the Real Estate as provided in **Section 3.1 and 3.2** hereof.

Real Estate: All of the land, structures, fixtures, parking area, and other improvements thereon as set forth on the Parcel Map, together with a legal description of the Real Estate collectively attached as **Exhibit "A"**, together with all privileges, rights, title, interests, easements, hereditaments, and appurtenances thereunto belonging to Seller, and all right, title, and interest of Seller in and to all streets, alleys, passages, and other rights-of-way included therein or adjacent thereto.

Title Commitment: A commitment for a 1992 ALTA Form Owner's Title Insurance Policy for the Real Estate issued by the Title Insurer in the amount of the Purchase Price allocated by the parties hereunder to the Real Estate, covering title to the Real Estate on or after the date hereof. Subject to the provisions of **Section 6.1** hereof, such commitment shall insure and show that Seller is the titled owner of the Real Estate in fee simple, free and clear of all liens, assessments, defects, restrictions, encumbrances, easements, leases, tenancies, claims or rights of use or possession, and other title objections whatsoever (including any lien or future claim from materials or labor supplied for improvement of such real property), except those existing easements, covenants, conditions, reservations, agreements, and restrictions of record, government ordinances, zoning regulations, and public utilities easements, if any, which are acceptable to Buyer at Buyer's sole discretion and the Permitted Exceptions, if any; and subject to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable.

Title Insurer: Stewart Title Guaranty Company, a Texas corporation

ARTICLE II

PURCHASE AND SALE

2.1 **Purchase and Sale.** On the terms and subject to the conditions contained in this Agreement, Seller agrees to sell, convey, transfer, assign, and deliver to Buyer, and Buyer agrees to purchase, acquire, and accept from Seller the Real Estate by proper execution, delivery and acceptance of the Deed.

ARTICLE III

PURCHASE PRICE

3.1 **Purchase Price.** The Purchase Price for the Real Estate shall be ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED FORTY-TWO AND 38/100 DOLLARS ($124,942.38).

3.2 "**As Is"**. The property shall be transferred from Seller to Buyer on an "as is" basis as set forth in paragraph 4.3 below.

3.3 **Payment of Purchase Price**. The Purchase Price shall be paid as follows:

A. **Initial Deposit and Down Payment.** The total amount of the down payment shall be the sum of five thousand dollars ($5,000). Buyer shall deposit five thousand dollars ($5,000) (the "Initial Deposit") with Escrowee within five (5) days of the opening of escrow. The initial deposit shall be applied to the purchase price but, with the exception of a refund occurring under Article IV, 4.1D and Article XII, 12.7, shall be non-refundable and subject to the provisions of Article X (Liquidated Damages) below, should the escrow not close. The balance of the purchase price shall be paid pursuant to paragraph 3.4 below.

3.4 **Balance of Purchase Price—All Cash at Close**. Buyer shall pay the balance of the purchase price in the sum of $119,942.38 with either a cashier's check submitted to the escrowee at close, or by causing the wiring of funds to the Seller's bank account. In the event the balance of the purchase price is paid by wire, Seller shall provide wiring instructions to the escrowee and buyer shall pay all wire costs.

ARTICLE IV

DUE DILIGENCE

4.1 **Due Diligence.** Buyer shall have the right to perform a complete due diligence review of the Real Estate (the "Due Diligence") to determine if it is feasible to purchase the Real Estate. Buyer shall have from the date of this Agreement until 10:00 a.m., Pacific Time on the date that is twenty (20) days from the date of this Agreement (the "Due Diligence Period") to complete its Due Diligence, which may include investigations with regard to the Real Estate, matters of zoning, re-development potential, building codes, square footage contained in the Real Estate, flood zone status, seismic, taxes, fees and governmental regulations, architectural requirements, easements, issues with contiguous property owners, engineering tests, pests, water quality, utility access and flow rates, building structural reports, history of past repairs, soils and geologic reports, as well as toxic and environmental, all matters disclosed by the Existing Due Diligence Information and Title Commitment and any other inspections, evaluations, studies and/or investigations of any nature Buyer may elect to make or obtain.

A. **Inspection.** As set forth in this Agreement, Buyer shall have the right to enter onto the Real Estate at reasonable times prior to Closing for the purpose of performing such studies, surveys, tests and inspections of the Real Estate that Buyer may deem necessary or advisable. Seller specifically agrees to allow Buyer and/or Buyer's agents or representatives reasonable access to the Real Estate during normal business hours, for purposes of any physical and/or environmental inspections of the Real Estate that Buyer may deem necessary or advisable. Except for the Title Commitment, and the Existing Due Diligence Information, all expenses in connection with the Due Diligence shall be paid solely by Buyer whether or not this transaction closes and whether or not the information is communicated to Seller.

B. **Indemnity.** Buyer shall not create or suffer to be created any damage, lien, or encumbrance against the Real Estate, as a result of Buyer or Buyer's agents entering on the Real Estate. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all Losses or other liabilities arising out of any such Due Diligence

performed by Buyer or on Buyer's behalf ("Buyer's Indemnity Obligations"). If Seller is made a party to any Claim as a result of Seller's agreement to allow Buyer to have access to the Real Estate for the purposes of Buyer's Due Diligence, Buyer agrees to pay all of Seller's Losses. Buyer agrees that Seller shall not be liable for any Losses of any type whatsoever to any vehicle, equipment, or other personal property used, stored or left on the Real Estate by Buyer, its agents, or contractors, in connection with the performance of Buyer's Due Diligence, and agrees to defend, indemnify and hold Seller harmless from any such Loss.

C. **Copies of Information.** Within fifteen (15) days of execution of this Agreement, Seller shall provide copies of all documents in Seller's possession or under its control relating, regarding and/or affecting the Real Estate (the "Existing Due Diligence Information"). The Existing Due Diligence Information shall include, without limitation, any environmental reports, abstracts, maps, boundary line adjustment documents, leases and amendments, and surveys of the Real Estate currently in the Seller's possession or control. Buyer acknowledges that Seller does not warrant the accuracy or completeness of the Existing Due Diligence Information.

D. **Acceptance of Real Estate.** Buyer shall have until the expiration of the Due Diligence Period to approve or disapprove, in Buyer's sole and absolute discretion, the suitability of the Real Estate for Buyer's purposes by delivering written notice by way of a written document signed and dated by Buyer or an Agent/Individual authorized to act upon behalf of Buyer to Seller and Escrowee of such approval or disapproval (the "Feasibility Notice"). If Buyer fails to deliver to Seller and Escrowee the Feasibility Notice prior to the end of the Due Diligence Period, Buyer shall be deemed to have disapproved of the suitability of the Real Estate. In the event Buyer disapproves of the suitability of the Real Estate, this Agreement shall be terminated and the balance of the Initial Deposit shall be returned to Buyer, and neither party shall have any further obligation to the other with respect to this Agreement or the Real Estate except as otherwise expressly provided herein.

4.2 **Seller's Covenants.** Seller agrees, at all times during the Due Diligence Period and during the remaining term of this Agreement, to do the following:

A. **Maintenance of Real Estate.** Seller shall maintain the Real Estate, and all the improvements that are a part thereof, in substantially the same condition as it exists on the date of this Agreement and shall keep any and all insurance maintained by Seller on the Real Estate current through the Closing Date.

B. **No Further Encumbrances.** Seller shall not enter into any agreements affecting the ownership, use, possession, or development of the Real Estate which will be binding upon Buyer or the Real Estate after Closing Date or further encumber the Real Estate in any manner whatsoever.

C. **Leases.** Seller shall not at any time during the contract period enter into any lease amendments or extensions for all or any portion of the Real Estate which will be binding upon Buyer or the Real Estate after the Closing Date, without Buyer's prior written authorization.

D. **New Information.** Seller shall promptly disclose to Buyer any

information or notices Seller may obtain or receive prior to the Closing Date regarding (i) any claimed violation of law respecting the current use or condition of the Real Estate; (ii) any threatened or filed proceedings in eminent domain with respect to all or any portion of the Real Estate; (iii) the presence of Hazardous Materials on or within the soils or groundwater of or underlying all or any portion of the Real Estate; and/or (iv) the presence of any Hazardous Materials in, on, or within the Real Estate or neighboring properties that affects or could affect the Real Estate. For specific disclosures, see Article X, Representations and Warranties of Seller.

E. **Cooperation.** Seller shall cooperate with Buyer in Buyer's efforts to determine whether the Real Estate is suitable for Buyer's intended development or use.

4.3 "**AS-IS" PURCHASE**. Buyer acknowledges and agrees that it will be given, prior to Close of Escrow and pursuant to this Agreement, a full opportunity to inspect and investigate each and every aspect of the Real Estate, either independently or through agents of Buyer's choosing, including, without limitation, all matters relating to record title to the Property, together with all governmental and other legal requirements such as taxes, assessments, zoning, utilities, water, zoning status and requirements, building codes, and the physical condition and aspects of the Property including an examination for the presence or absence of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or related materials ("Hazardous Materials"). Buyer therefore covenants and agrees as follows:

i. Buyer specifically acknowledges and agrees that Seller is selling and Buyer is purchasing the Property on an "AS-IS, WITH ALL FAULTS" basis. Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, made by Seller, its agents, attorneys, or brokers (if any), as to any matter concerning the Real Estate except as expressly set forth in this Agreement, including, without limitation: (a) the quality, nature and adequacy of the physical condition of the Real Estate; (b) the quality, nature, adequacy, and physical condition of the soils, geology and any groundwater on or in the vicinity of the Real Estate; (c) the development potential of the Real Estate and the Real Estate's use, habitability, merchantability, or the fitness, suitability, value or adequacy of the Real Estate for any particular purpose; (d) the zoning or other legal status of the Real Estate or any other public or private restrictions affecting the Real Estate; (e) compliance of the Real Estate with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and/or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (f) the presence of Hazardous Materials in, on, under or about the Real Estate or the adjoining or neighboring properties; (g) the condition of title to the Real Estate; (h) any agreements affecting the Real Estate; and (i) the economics of ownership and/or operation of the Real Estate; (j) the nature, quality, adequacy and physical condition of any other sources of water for the Real Estate; and (k) the nature, quality, adequacy and physical condition of the sewer system servicing the Real Estate.

ii. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged into this Agreement, which alone fully and completely expresses their agreement. This Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation. Buyer is not relying upon any statement or representation by or on behalf of Seller unless such statement or representation is specifically embodied in this

Agreement. Buyer acknowledges that Seller has requested Buyer to inspect fully the Real Estate and investigate all matters relevant thereto and to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer.

iii. As the Real Estate consists of a parking lot and a small outbuilding, should Buyer not need the full twenty (20) day due diligence period, it shall notify Seller when ascertained.

ARTICLE V

TITLE

5.1 **Title.** Seller shall, at Buyer's cost and expense, obtain and deliver the Title Commitment to Buyer as of the Escrow Date. If the Title Commitment discloses exceptions to title other than the Permitted Exceptions (such non-Permitted Title Exception matters hereinafter referred to as "Unpermitted Exceptions") including liens or encumbrances of an undisputed, definite, or ascertainable amount which can be removed by the payment of money at the time of the Closing in an amount not in excess of the amount to be paid in cash hereunder by Seller on the Closing Date ("Definite Lien(s)"), which Seller may so remove on the Closing Date by using the funds to be paid on delivery of the Deed, Buyer shall notify Seller of such Unpermitted Exceptions/Definite Lien(s) prior to the expiration of the Due Diligence Period. If Buyer fails to notify Seller of such Unpermitted Exceptions/Definite Lien(s) prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have not approved of the Title Commitment and all exceptions to title and liens or encumbrances on the Title Commitment shall be deemed Unpermitted Exceptions. If Seller elects to remove all Unpermitted Exceptions, Seller shall give notice to Buyer of its intention to remove such Unpermitted Exceptions within five (5) business days of the expiration of the Due Diligence Period and shall have until the Closing Date to have such Unpermitted Exceptions removed from the Title Commitment or to have the Title Insurer, at Seller's sole cost and expense, issue its endorsement insuring against damage caused by such Unpermitted Exceptions, provided such Unpermitted Exceptions will not materially interfere with Buyer's intended use of the Real Estate. If Seller fails to give the foregoing notice, this Agreement shall automatically terminate. If Seller fails to have such Unpermitted Exceptions removed on or before the Closing Date and fails to make arrangements to have the Definite Lien(s) paid, the Closing Date shall be extended for five (5) business days, and Buyer, on or before the extended Closing Date, may elect, as its sole remedy, either: (i) to terminate this Agreement (in which event this Agreement shall be void and of no further effect and neither party shall have any further rights or obligations hereunder); (ii) cause the Title Insurer to insure over the Unpermitted Exceptions at Buyer's sole cost and expense; or (iii) to accept title subject to such uncured Unpermitted Exceptions and Definite Lien(s) and close the transaction contemplated herein (and from and after such election to close, all such uncured Unpermitted Exceptions and Definite Lien(s) shall be deemed to be Permitted Exceptions for all purposes of this Agreement). Seller shall not be in default hereunder if it fails to remove any Unpermitted Exceptions or pay any Definite Lien(s) but in the event Seller so elects to remove such Unpermitted Exceptions, at its sole cost and expense, and/or pay any Definite Lien(s),

Seller shall proceed diligently to remove promptly such Unpermitted Exceptions and pay any Definite Lien(s) at or prior to Closing.

5.2 **Seller's Affidavits/Indemnity**. Seller shall provide such affidavits/indemnity agreements to the Escrowee or take such other actions as are reasonably necessary to enable the Escrowee to remove all the exceptions, other than the Permitted Exceptions, from the Title Commitment, provided however, that in no event shall this **Section 5.2** require Seller to cure the Unpermitted Exceptions, or pay the Definite Liens unless Seller has elected to do pursuant to **Section 5.1 of** this Agreement.

ARTICLE VI

POSSESSION, PRO-RATIONS AND CLOSING COSTS

6.1 **Possession.** Seller shall deliver exclusive possession of the Real Estate to Buyer on the Closing Date.

6.2 **Pro-rations.** General and special real estate and other ad valorem taxes and assessments and other state, county, local, or city taxes, fees, charges and assessments affecting the Real Estate; utility charges and deposits; insurance; rents; and all other items of accrued or prepaid income and expenses customarily prorated on the transfer of properties similar to the Real Estate in Tuolumne County, California, shall be prorated on an accrual basis as of the Closing Date on the basis of the most recent ascertainable amounts of or other reliable information in respect to each such item of income and expense, and the net credit to Buyer or Seller shall be paid in cash or as a credit against the Purchase Price on the Closing Date. All prorations hereunder shall be final. Buyer shall assume and timely discharge all obligations with respect to accrued expenses and prepaid income for which it receives proration credit and Buyer shall indemnify, defend, and hold Seller harmless against any claims with respect to accrued expenses and prepaid income for which it receives a proration credit.

6.3 **Allocation of Closing Costs.** In connection with the Closing, Buyer shall pay all state, county and municipal transaction/transfer taxes, if any, all of the title insurance premium for an ALTA title policy (and for any additional endorsements requested by Buyer) if requested by Buyer, all of the fees due to Escrowee, all of the Natural Hazard Disclosure Report, and all of the recording fees for the Deed. Seller shall pay any unpaid Definite Lien(s) which Seller has elected to remove pursuant to **Section 5.1**, and preparation and recording fees for documents required to clear Seller's title to the Real Estate, if any. Buyer shall pay any additional cost for an ALTA title policy (if requested by Buyer), any inspections of the Real Estate, the cost of the Survey (if any), the cost of an updated Phase I or new Phase I (if any), the cost of a new Phase II (if any), and the recording costs for any loan that Buyer may require which secures the Loan, should Buyer require financing to fund the purchase price. Any other closing costs not referenced in this paragraph shall be allocated by the Escrowee based on local custom. Should any of the Parties desire to obtain counsel to review this agreement, each shall pay their respective attorneys fees.

6.4 **Custom.** Buyer and Seller shall defer to the Escrowee as to the custom for payment of real estate tax and assessment prorations and closing costs not specifically allocated in this Agreement.

ARTICLE VII

ESCROW

7.1 **Escrow.** The transaction contemplated by this Agreement shall close through an escrow with the Escrowee, Yosemite Title Company, Sonora, California in accordance with the Escrow Agreement. Within five (5) days of the mutual execution of this Agreement, the parties shall open escrow with Escrowee, by the deposit of a copy of this Agreement with the Escrowee. Seller and Buyer agree to prepare and execute such escrow instructions as may be necessary and appropriate to close the transaction in accordance with the terms of this Agreement. The Escrow Agreement shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by the Escrow Agreement. Should said instructions fail to be executed as required, Escrowee shall be and hereby is directed to close escrow pursuant to the terms and conditions of this Agreement. The Escrowee shall file, unless otherwise directed by Buyer, with the Internal Revenue Service the information return (Form 1099B) required by Section 6045(e) of the Internal Revenue Code and any regulations issued pursuant thereto. Seller shall be responsible to give to the Escrowee such information with respect to Seller as the Escrowee needs in order to complete such form and any other forms required in connection with the Closing.

ARTICLE VIII

LIQUIDATED DAMAGES

8.1 Default.

8.1 LIQUIDATED DAMAGES. PROVIDED BUYER HAS NOT ELECTED TO TIMELY TERMINATE THIS AGREEMENT PURSUANT TO ANY OF BUYER'S RIGHTS TO DO SO CONTAINED HEREIN, AND THEREAFTER BUYER COMMITS A MATERIAL DEFAULT OR FAILS TO PROVIDE FUNDS TO CLOSE ESCROW UNDER THIS AGREEMENT AND OR THE CLOSE OF ESCROW FAILS TO OCCUR SOLELY BY REASON OF SUCH DEFAULT, THEN YOSEMITE TITLE COMPANY SHALL BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM THEIR OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO SUM OF $5,000. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE FOREGOING AMOUNT IS REASONABLE AS LIQUIDATED DAMAGES AND SHALL BE SELLER'S SOLE AND EXCLUSIVE

REMEDY IN LIEU OF ANY OTHER RELIEF, RIGHT, OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT UNDER THIS AGREEMENT.

Buyers' Initials: _____ _____

8.2 Release of Funds in Event of Default. In the event Buyer defaults beyond any applicable cure period or in the event Seller defaults beyond any applicable cure period, any funds deposited into escrow shall not be released to the entitled party unless: (a) both parties issue joint instructions to Escrow Holder to release such funds to the party so entitled thereto; said instructions shall not be unreasonably withheld by either Buyer or Seller; or (b) an order to release such funds is made pursuant to a judicial decision or arbitration award.

ARTICLE IX

CONDEMNATION

9.1 **Condemnation.** If, subsequent to the date hereof and prior to the Closing Date, any proceeding (judicial, administrative, or otherwise) relating to the proposed taking of all or any substantial portion of the Real Estate or the taking or closing of any right of access to the Real Estate, by condemnation, eminent domain, or any action in the nature of eminent domain is instituted or commenced, then Buyer may, prior to the Closing Date and at Buyer's sole and exclusive option, elect either: (i) to terminate this Agreement, in which event this Agreement shall be void and of no further effect and no party shall have any further rights or obligations hereunder; or (ii) to close the transaction contemplated hereby as scheduled, in which event, Seller shall at the Closing assign to Buyer all of Seller's rights in and to the proceeds of such condemnation (the "Condemnation Proceeds"). Seller hereby agrees to furnish Buyer written notification in respect to any such proceedings immediately upon receipt of the same.

ARTICLE X

REPRESENTATIONS AND WARRANTIES OF SELLER

10.1 **Representations and Warranties of Seller**. To induce Buyer to execute, deliver, and perform this Agreement, Seller represents and warrants to Buyer on and as of the date hereof and on and as of the Closing Date as follows:

A. **Organization**. Seller is a California limited liability company, validly existing, and in good standing under the laws of the State of California.

B. **Authority**. Seller has full capacity, right, power, and authority to execute, deliver, and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed

pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

C. **No Impediments**. Neither the execution and delivery of this Agreement, any of the documents or agreements delivered or to be delivered herewith by Seller, the performance by Seller, nor the consummation of the transactions contemplated hereby by Seller will: (i) violate, conflict with, or constitute a default under, or result with the passage of time or the giving of notice, in the violation of any provision of any mortgage, lien, lease, contract, agreement, permit, indenture, license, or instrument to which Seller is a party; (ii) violate or conflict with any law, order, arbitration award, judgment, or decree to which Seller is subject; (iii) require any consent or authorization for, order or approval of, or filing or registration with any federal, state or local governmental commission, board, or other regulatory body, or any other third party; or (iv) violate any provision of Seller's organizational documents.

D. **Real Estate**. Seller has received no notice by any Governmental Authority of any existing, pending, contemplated, threatened, or anticipated: (i) condemnation of any part of the Real Estate; (ii) widening, change of grade, or limitation on use of streets abutting the Real Estate; (iii) special tax or assessment to be levied against the Real Estate; (iv) change in the zoning classification of the Real Estate; or (v) increase in the tax assessment of the Real Estate.

E. **Compliance With Laws.** Seller has not received any written notice of violation of any federal, state, and local health, safety, and environmental protection laws, orders, and regulations as such laws, orders, and regulations relate to the Real Estate, and neither Seller nor the Real Estate have been cited for any violation of any such law or regulation. Seller does not have knowledge of any material capital expenditures that are required to be incurred in order for the Real Estate to be in compliance on the date of the Closing with any and all applicable federal, state, or local laws, orders, or regulations relating to the protection of health, safety, or the environment of the Real Estate as currently being used.

F. **Title and Encumbrances.** Seller has good and marketable title to the Real Estate. The Real Estate is free and clear of any and all restrictions on or conditions to transfer or assignment and free and clear of any and all liens, pledges, charges, encumbrances, equities, claims, leases, easements, rights of way, covenants, conditions, or other restrictions, or other contracts or agreements affecting the Real Estate, and, other than as set forth in any existing leases, no person or entity has any right of first refusal or option to purchase, lease, or otherwise use, occupy, or benefit from the Real Estate, or any part thereof, or any interest therein, except as shown in the Title Commitment. Seller has not received any written notice addressed to Seller, or any partner of Seller, and sent by any Governmental Authority and has no knowledge of any intended public improvements which will result in any charge being levied or assessed against the Real Estate or any delinquent taxes, assessments (general, special, or otherwise), or bonds of any nature affecting the Real Estate or any portion thereof.

G. **Tax Withholding.** Seller is not subject to tax withholding in connection with this transaction under the Internal Revenue Code or other federal or state law.

H. **Bankruptcy or Insolvency.** Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the

filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension, or compromise to its creditors generally.

I. **Litigation.** There is no action, suit, proceeding or investigation pending or threatened, before any agency, court, or other governmental authority which relates to the Seller or the ownership, maintenance, or operation of the Real Estate.

J. **Specific Disclosures.** Seller herewith discloses to Buyer that the TUD Hookup to the Real Estate has been terminated, and that the building located on the Real Estate is in a dilapidated state and is littered with garbage and debris as a result of trespass by the homeless.

As used herein, the phrase "to the best of Seller's knowledge" or other references herein to Seller's knowledge or awareness means the knowledge a party would be expected to have by reason of continued involvement with the Real Estate as an owner with the assurance that such knowledge is based upon a reasonably diligent inquiry and the good faith, conscientious exercise of such party's duties.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF BUYER

11.1 **Representations and Warranties of Buyer**. To induce Seller to execute, deliver and perform this Agreement, Buyer hereby represents and warrants to Seller on and as of the date hereof and on and as of the Closing Date as follows:

A. **Organization**. Buyer is a political subdivision of the State of California.

B. **Authority.** Buyer has full capacity, right, power, and authority to execute, deliver, and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefore have been duly taken and obtained. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.

C. **No Impediments**. Neither the execution and delivery of this Agreement, any of the documents or agreements delivered or to be delivered herewith by Buyer, the performance by Buyer, nor the consummation of the transactions contemplated hereby by Buyer will: (i) violate, conflict with, or constitute a default under, or result with the passage of time or the giving of notice, in the violation of any provision of any mortgage, lien, lease, contract, agreement, permit, indenture, license, or instrument to which Buyer is a party; (ii) violate or conflict with any law, order, arbitration award, judgment, or decree to which Buyer is subject; or (iii) require any consent or authorization for, order or approval of, or filing or

registration with any federal, state or local governmental commission, board, or other regulatory body, or any other third party except as otherwise set forth in this Agreement.

D. **Creditworthiness**. Buyer has the ability to make all required payments in order to close escrow and to fulfill its obligations under the Agreement.

ARTICLE XII

CLOSING, DEFAULT

12.1 **Time and Place.** The Closing shall be held on or about ten (10) days from the removal of all contingencies. The date the Closing occurs shall be referred to herein as the "Closing Date". The Closing shall be held pursuant to the Escrow Agreement.

12.2 **Conditions to Close.**

A. **Buyer's Conditions to Close.** For Buyer's sole benefit, Buyer's obligation to complete the purchase of the Real Estate is subject to satisfaction of the conditions previously set forth in this Agreement and the following conditions at or prior to the Closing Date, unless waived by Seller in writing:

i. Approval of Real Estate. Buyer shall have delivered the Feasibility Notice **(if any)** to Seller on or before the expiration of the Due Diligence Period.

ii. Approval of Title Commitment. Buyer shall have approved of the Title Commitment and all Permitted Exceptions (if any) and Escrow has sufficient funds to pay all Definite Lien(s) (**if any)** which are to be paid in accordance with **Section 6.1**.

iii. Title Policy. Title Insurer shall be ready, willing, and able to issue the ALTA title policy pursuant to the Title Commitment with all requested endorsements.

iv. Schedules. There are no Schedules to this Agreement.

v. Delivery of Deed. Seller shall have executed, acknowledged, and delivered into escrow for recording and subsequent delivery to Buyer, the Deed in recordable form, conveying Seller's title to the Real Estate to Buyer subject only to the Permitted Exceptions.

vi. Disclosure. Buyer shall have approved of a Natural Hazard Disclosure Report for the Real Estate.

vii. Real Estate Inspection. Buyer shall have approved of a property inspection for the Real Estate **(if any).**

viii. Seller's Performance. Seller shall have performed all of the other terms and conditions to be performed by Seller prior to the Closing Date under the terms of this Agreement.

ix. Termination of Escrow. If any condition described in this **Section 12.2(A)** is not timely satisfied (or waived by Buyer in writing) on or prior to the Closing Date, then (i) the escrow shall terminate immediately upon receipt by Escrowee of notification from Buyer of the failure of such condition, (ii) Escrowee shall return all instruments and documents deposited into the Escrow to the parties depositing the same, (iii) Escrowee shall return to Buyer any other funds which are held on deposit from Buyer (including the Initial Deposit), less only applicable escrow cancellation fees, if any, which are due by Buyer, and (iv) neither party shall have any further rights or obligations under this Agreement, except to the extent that the failure of a condition also constitutes a default by Seller with respect to any of Seller's covenants or obligations under this Agreement.

B. **Seller's Conditions to Close.** For Seller's sole benefit, Seller's obligation to complete the sale of the Real Estate is subject to satisfaction of the following conditions at or prior to the Closing Date, unless waived by Seller in writing:

i. Receipt of Purchase Price. Title Company shall have received the Purchase Price for the Real Estate and shall be unconditionally able to deliver the Purchase Price to Seller in immediately available funds immediately upon Close of Escrow.

ii. Buyer's Performance. Buyer shall have performed all of the other terms and conditions to be performed by Buyer prior to the Closing under the terms of this Agreement.

iii. Termination of Escrow. If any condition described in this **Section 12.2(B)** is not timely satisfied (or waived by Seller in writing) on or prior to Closing Date, (i) the Escrow shall terminate immediately upon receipt by Escrowee of notification from Seller of the failure of such condition, (ii) Escrowee shall return all instruments and documents deposited into the Escrow to the parties depositing the same, (iii) Escrowee shall return to Buyer any other funds which are held on deposit from Buyer, less only applicable escrow cancellation fees, if any, which are due by Seller, and (iv) neither party shall have any further rights or obligations to the other under this Agreement except to the extent that the failure of a condition also constitutes a default by Buyer with respect to any of Buyer's covenants or obligations under this Agreement.

12.3 **Seller's Deliveries.** Seller shall deposit in the escrow the following:

A. Within five (5) days of the Closing Date, the Deed;

B. On the Closing Date, a settlement statement in form required by the Escrowee, if any;

C. On the Closing Date, an executed Affidavit or a qualifying statement from the U.S. Treasury Department indicating that the transaction contemplated hereby is exempt from the withholding tax requirement imposed by Section 1445A of the Internal Revenue Code and the rules and regulations promulgated thereunder ("Section 1445A"). In the event that Seller fails to deliver either the Affidavit or the qualifying statement as aforesaid, Seller agrees that Buyer may, at closing, deduct and withhold from the proceeds that are due to Seller the amount necessary to comply with the withholding tax requirement imposed by Section 1445A. Buyer shall deposit the amount so withheld in escrow with the Escrowee pursuant to terms and subject to the conditions acceptable to Seller, Buyer, and the Escrowee, but in any event, complying with Section 1445A; and

D. Such other documents, instruments, certifications, and confirmations required by the Escrow Agreement and as may be reasonably required and designated by Buyer to effect and consummate fully the transaction contemplated hereby.

12.4 **Buyer's Deliveries.** Buyer shall deposit in the escrow the following:

A. On or prior to the Closing Date, the balance of the Purchase Price as provided in **Section 3** hereof plus or minus Buyer's share of closings costs, prorations and charges payable pursuant to this Agreement;

B. On the Closing Date, a settlement statement in form required by the Escrowee, if any;

C. On or prior to the Closing Date, Buyer's escrow instructions sufficient to enable Escrowee to close the escrow in accordance with the terms of this Agreement; and

D. Such other documents, instruments, certifications, and confirmations as required by the Escrow Agreement and as may be reasonably required and designated by Seller to effect and consummate fully the transaction contemplated hereby.

12.5 **Concurrent Deliveries.** Seller and Buyer shall jointly deposit with the Escrow or deliver to each other at the Closing certificates complying with the provisions of state, county, and local law applicable to the determination of transaction/transfer taxes, if any. In addition, after the Closing Date, each party covenants and agrees to execute and deliver at the request of any other party such instruments of transfer, bills of sale, assignments, and other similar documents as may be necessary or appropriate to complete the transactions contemplated by this Agreement, at no expense to the delivering party.

12.6 **Closing Documents; Form, Execution, and Substance.** All closing documents to be furnished by the parties pursuant hereto shall be in form, execution, and substance reasonably satisfactory to the other parties and their respective counsel.

12.7 **Buyer's Remedy for Seller's Default.** If Seller defaults hereunder prior to the Closing, and such default continues for five (5) business days after the delivery of Buyer's written notice of default (provided that no notice shall be required if the default is the failure to close hereunder on the Closing Date), and provided Buyer is itself not in default hereunder, then

Buyer shall have as its remedies, either: (i) terminate this Agreement, upon which the Agreement shall be void and of no further effect, and no party shall have any further rights or obligations hereunder; (ii) pursue applicable equitable remedies including specific performance; (iii) pursue applicable legal remedies for damages as permitted by law; or (iv) obtain other recovery as provided by this Agreement. The foregoing limitation shall not apply to remedies for any breach of a representation, warranty, covenant, or obligation by Seller under Seller's indemnity agreements set forth in this Agreement, or for any breach of a representation, warranty, covenant, or obligation by Seller that survives the Closing. Under no circumstances shall Seller be liable for any exemplary or punitive damages. If the Agreement is terminated pursuant to this paragraph, the Initial Deposit shall be promptly paid by Escrowee to Buyer.

12.8 **Seller's Remedy for Buyer's Default.** If Buyer defaults hereunder prior to the Closing, and such default continues for five (5) business days after the delivery of Seller's written notice of default (provided that no notice shall be required if the default is the failure to close hereunder on the Closing Date), and provided Seller is itself not in default hereunder, then Seller shall have as its remedies, to either: (i) terminate this Agreement, upon which the Agreement shall be void and of no further effect, and no party shall have any further rights or obligations hereunder; (ii) pursue applicable equitable remedies including specific performance; (iii) pursue applicable legal remedies for damages as permitted by law; or (iv) obtain other recovery as provided by this Agreement. The foregoing limitation shall not apply to remedies for any breach of a representation, warranty, covenant, or obligation by Buyer under Buyer's indemnity agreements set forth in this Agreement, or for any breach of a representation, warranty, covenant, or obligation by Buyer that survives the Closing. Under no circumstances shall Buyer be liable for any exemplary or punitive damages. If the Agreement is terminated pursuant to this paragraph, the Initial Deposit shall be promptly paid by Escrowee to Seller.

12.9 **Both Parties in Default.** In the event of a default exists under both **Sections 12.7 and 12.8** hereof, the Parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties within five (5) business days of notice of the controversy or dispute, the Parties agree to waive their rights, if any, to a jury trial and to pretrial discovery, and to submit the controversy or dispute to a retired judge or justice pursuant to Section 638 et seq. of the California Code of Civil Procedure, or any successor provision, for resolution in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The Parties agree that the only proper venue for the submission of claims is the County of Tuolumne, California, and that the hearing before the referee shall be concluded within nine (9) months of the filing and service of the complaint. The Parties reserve the right to contest the referee's decision and to appeal from any award or order of any court.

ARTICLE XIII

INDEMNIFICATION

13.1 **Indemnification by Seller.** Seller agrees to indemnify and defend Buyer and Buyer's employees and agents and to hold them harmless from and against any and all claims, liabilities, damages and expenses (including, without limitation, the fees and expenses of

attorneys and expert witnesses, the costs of investigation and court costs) suffered or incurred by them, directly or indirectly, (a) in connection with the ownership, use or possession of the Real Estate, to the extent such claims, liabilities, damages and expenses are based on facts, circumstances, conditions or events that took place, existed or were caused on or prior to the Closing, (b) in connection with any written or oral contracts, agreements, understandings or commitments regarding the Real Estate entered into by Seller, and (c) in connection with or arising from any breach of any covenant, representation or warranty by Seller hereunder. Buyer shall have the right to assume the defense of any claim with Buyer's own counsel. Seller may participate, at its own expense, in the defense of any claim assumed by Buyer.

13.2 **Indemnification by Buyer.** Buyer agrees to indemnify and defend Seller and Seller's employees and agents and to hold them harmless from and against any and all claims, liabilities, damages and expenses (including, without limitation, the fees and expenses of attorneys and expert witnesses, the costs of investigation and court costs) suffered or incurred by them, directly or indirectly, (a) in connection with the ownership, use or possession of the Real Estate, to the extent such claims, liabilities, damages and expenses are based on facts, circumstances, conditions or events that took place, existed or were caused after the Closing, (b) in connection with any written or oral contracts, agreements, understandings or commitments regarding the Real Estate entered into by Buyer, and (c) in connection with or arising from any breach of any covenant, representation or warranty by Buyer hereunder. Seller shall have the right to assume the defense of any claim with Seller's own counsel. Buyer may participate, at its own expense, in the defense of any claim assumed by Seller.

ARTICLE XIV

NOTICES

14.1 Notices**.** Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally; by United States registered or certified mail, return receipt requested, postage prepaid; or by a nationally recognized overnight express courier, return receipt requested, postage prepaid, and in any event addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by overnight courier service, or two (2) business days after deposit in the mail if mailed. A copy of such notice may also be sent by facsimile and/or email. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Buyer:

City of Sonora
Attn: Chris Gorsky
94 N. Washington Street
Sonora, CA 95370
Email: cgorsky@sonoraca.com
Phone: (209) 532-6331

If to Seller:

Symons Properties I, LLC
Attn: LeAnn Steelman
644 S. Washington Street
Sonora, CA 95370
Email: Lstclair@mlode.com
Facsimile: 209-532-3386
Phone: 209-532-1218

If to Escrowee:

Yosemite Title Company
Attn: Beth Whitehead
208 S. Washington St.
Sonora, CA 95370
Email: bwhitehead@yotitle.com
Phone: 209-532-8174

ARTICLE XV

MISCELLANEOUS

15.1 **Entire Agreement, Amendments, and Waivers.** This Agreement and the Escrow Agreement contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and the same may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

15.2 **Further Assurances.** The parties each agree to do, execute, acknowledge, and deliver all such further acts, instruments, and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to carry out fully this Agreement and to consummate and effect fully the transaction contemplated hereby.

15.3 **Binding Effect and No Third Party Benefits**. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto, and their respective successors and permitted assigns. Further, this Agreement is for the sole and exclusive benefit of the parties hereto, and their respective successors and permitted assigns, and no third party is intended to or shall have any rights hereunder.

15.4 **Captions.** The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the Articles, Sections, paragraphs, or provisions to which they apply or otherwise affect the interpretation hereof.

15.5 **Terms.** The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms shall refer to this Agreement, and the term "hereinafter" shall mean after,

and the term "heretofore" shall mean before, the date of this Agreement. The terms "include", "including", and similar terms shall be construed as if followed by the phrase "but not limited to".

15.6 **Gender Neutral.** Words of the masculine, feminine, or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

15.7 **Persons.** Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

15.8 **Construction of Agreement.** Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, both Buyer and Seller confirm that both they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the parties. Accordingly, this Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

15.9 **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.10 **Days.** Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday, or legal federal holiday, such time for performance shall be extended to the next business day. Unless expressly stated otherwise, all references herein to "days" shall mean calendar days.

15.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without application of choice of law principles or provisions.

15.12 **Time.** Time is of the essence of this Agreement.

15.13 **Severability.** If any provision of this Agreement is or shall be deemed to be illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.

15.14 **Legal Counsel.** Each of the parties hereto shall pay its own expenses incident to the preparation of this Agreement and the performance of its obligations hereunder, including any attorneys' fees incurred in connection herewith. Each of the Parties represents to the other that it has been advised by its legal counsel in connection with this Agreement.

15.15 **Survival Of Representations And Warranties.** The warranties and representations contained in BUYER'S REPRESENTATIONS AND WARRANTIES and SELLER'S REPRESENTATIONS AND WARRANTIES shall survive the Closing, the delivery of the Deed and the payment of the Purchase Price.

15.16. **Successors and Assigns/Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15.17. **Brokerage.** The Parties represent and warrant that they have not engaged a real estate broker in connection with this Agreement and with respect to the transactions contemplated hereby. The Parties hereby indemnify, protect and defend and hold one another harmless from and against all losses, claims, costs, commissions, expenses, damages (including, but not limited to, reasonable attorneys' fees of counsel selected by the indemnified party) resulting from the claims of any broker, finder, or other such party claiming by, through or under the acts or agreements of the Parties. The obligations of the parties pursuant to this **Section 15.17**shall survive any termination of this Agreement.

15.18. **Dispute Resolution**. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the parties with respect to this Agreement (each, a **"Dispute"**), the parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties (the "Meet and Confer"). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either party to agree to any compromise or resolution of the Dispute that such party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall submit such Dispute to arbitration conducted by an arbitration and/or mediation services company, or arbitrator or mediator, as agreed to by the parties, in accordance with the following rules and procedures:

(i) Each party may commence arbitration by giving written notice to the other party demanding arbitration (the "Arbitration Notice"). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in Tuolumne County, California in accordance with the commercial arbitration rules and procedures of the arbitration company as mutually agreed to by the parties, or the arbitrator in rules established under California law, to the extent such rules and procedures are not inconsistent with the

provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of the arbitration company as mutually agreed to by the parties and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial arbitrator (or panel of arbitrators from such arbitration company as mutually agreed to by the parties) covering Tuolumne County, California (the "Panel"). The parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State of California shall be applied by the arbitrator to the resolution of the Dispute, and the California Evidence Code shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their respective legal counsel.

(vi) Any party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by California law.

(vii) The fees and costs of the arbitration company as mutually agreed to by the parties and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the parties, unless otherwise agreed to by the parties.

(viii) Except as set forth in **Section 15.18(b)(vii)**, each party shall be responsible for the costs and expenses incurred by such party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one party to pay the costs and expenses of the prevailing party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a party were frivolous and without reasonable foundation.

(ix) In lieu of the arbitration procedure for dispute resolution, the parties may agree to mediate their dispute by entering into an agreement for mediation under which both parties select a mediator, and each pay one-half of said mediator's costs, expenses and fees.

(c) **Survival.** This Section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Real Estate Purchase Agreement has been executed and delivered by Seller and Buyer to be effective as of the day and date set forth herein above.

BUYER:

THE CITY OF SONORA

_____

By: Chris Gorsky, Administrative Services Director

SELLER:

SYMONS PROPERTIES I, A California non-profit limited liability company

_____

By: LeAnn Steelman, Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

All that certain real property in the City of Sonora, County of Tuolumne, State of California, described as follows:

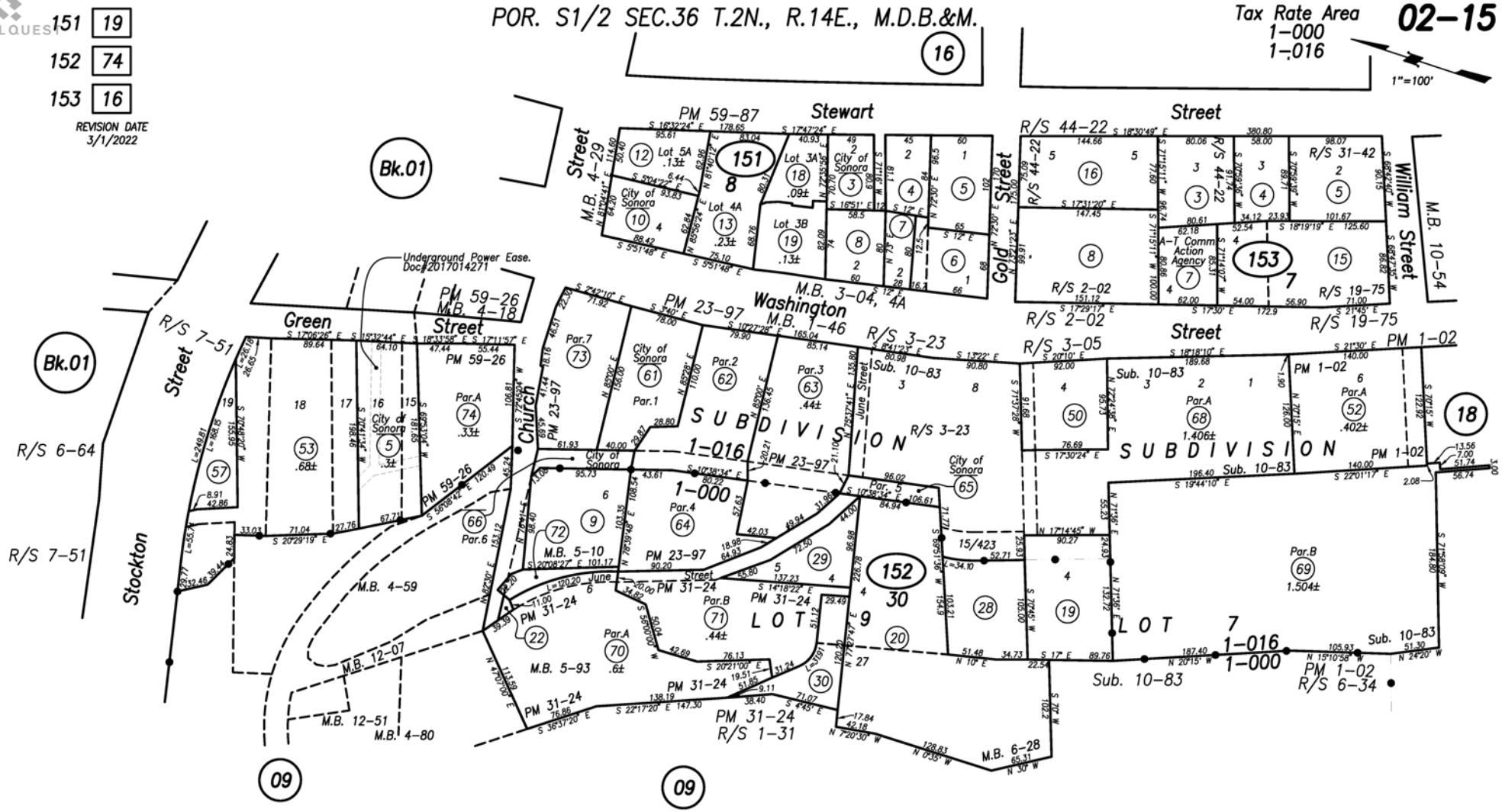
Lot 5A as shown and designated on that certain Parcel Map filed in the Office of the County Recorder of Tuolumne County, California on July 24, 2019 in Book 59 of Parcel Maps at Page 87, Tuolumne County Records.

Assessor's Parcel Number 002-151-012

Provided by:
PARCELQUEST

151 19
152 74
153 16

REVISION DATE
3/1/2022



Note: Assessor's Block Numbers Shown In Ellipses
Assessor's Lot Numbers Shown In Circles

Note: This Plat Is For Assessment Purposes Only And Not An Official Map.
Copyright ©1998 by Tuol. Co. Assessor

Symbol connects Assessor Parcels currently separated for tax purposes, but makeup a single legal parcel.

Subdivision Lot 9 M.O.R. Bk.1 Pg.46
Subdivision Lot 7 M.O.R. Bk.8 Pg. 22, 71

Assessor's Map 02-15
City of Sonora
County of Tuolumne, Calif.
1949

City of Sonora

Budget Transfer Request Form

Finance Department

Date: **4/1/2024** Fiscal Year: **FY2023/24**

Department: **General Services** Budget Transfer #

Transfer From:

Fund	Department	Account #	Project	Description	Amount
001	00000	31500	000	Fund Balance Unreserved	$125,000
				Total	$125,000

Transfer To:

Fund	Department	Account #	Project	Description	Amount
001	4900	55320	000	Capital Asset: Property	$125,000
				Total	$125,000

Transfers From and Transfer To Should Be Equal

REQUIRED: Please provide justification to support the need for the budget transfer.

For FY23/24: To Purchase the Real Property (Parking Lot) located at the corner of Church Street and Stewart Street.

Finance Use Only		Authorization	
Transaction Date		Department Head	(Date)
Document Number		Finance Director	(Date)
Entered By:	(Date)	City Administrator	(Date)

Btform V3.0 23

CITY COUNCIL AGENDA REPORT

DATE: April 1, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Direction to the City Administrator to Execute Agreements with iWorQ Systems for Software Systems Needed to Streamline and Modernize Processes, Data Storage, Citizen Interaction, Payment Processing, Complaint Tracking, and Controls for the Public Works, Community Development, and Facilities Departments in an Amount Not to Exceed $23,000 in Annual Costs, and $14,000 in Initial Set up Costs Including Pavement Condition Assessments.

RECOMMENDATION:

Staff recommends approval with consideration of the attached agreements.

BACKGROUND:

The City of Sonora does not currently utilize an integrated software system to manage building permits, code enforcement investigations and complaints, business licenses, or public works facilities condition assessments or maintenance.

The current processes lack coordination, are paper and labor-intensive contributing to unnecessary employee costs, and there are no built-in mechanisms to automate accountability or customer ease of use. The current processes can be streamlined and the customer experience with the City enhanced using this technology while meeting three (3) of the six (6) Council Core Values including: Service, Innovation, and Collaboration.

The City engaged two (2) Software Companies, who catered to the size of our City and organizational needs. Our focus was data storage, asset inventories including the development of a pavement management system, streamlined code enforcement and public works work order processing and status updates, improved Citizen interaction and ease of use, improved interaction between departments, and implementation of an integrated city-wide system for code enforcement, work orders, complaints, and online payments.

The City of Angels, a jurisdiction of similar size and scale, recently contracted for the same service after exploration of six (6) firms. iWorQ is also currently under contract with the City of Jackson and the City of Ione.

DISCUSSION / ANALYSIS:

The system benefits include:

- By 2024, the City will be required to allow the public to get updated information online for building permits.
- Public Works will have mobile access to work orders in the field and can generate work orders

from the field. Staff can generate actual costs for work performed.

- A Pavement Assessment Database can be developed to facilitate annual City-Wide pavement management plans.
- Sign Inventory and Assessment Database can be developed to facilitate an annual City-Wide sign maintenance program.
- City-owned facilities (buildings, parking structures, etc.) inventory can be developed and used to track completed maintenance work and maintenance needs.
- Online Business License submission.
- Online Building Permit process for ease of permit applications, tracking current permits, and paying fees online. iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting. Includes Sensitive File Uploads that are required to finish permit, licensing, or code enforcement processes. Staff currently spend considerable hours during the day—answering the phone, and responding to requests for or about inspections. IWORQ is anticipated to reduce basic administrative hours so staff can focus on other departmental priorities.
- Code Compliance allows for submitting code enforcement issues online and viewing code cases. Provides a messaging feature for easy interaction with citizens.
- Transition City Engineering Files to digital files, timing.
- Online credit/debit processing for building, planning, code enforcement fines, and fees. Credit card processing fees will be passed to the customer based on current policy.

FISCAL IMPACT:

At midyear, the Council approved $57,200 for the cost of implementation of the software program. The requested amount, $37,000, is under budget. This action ratifies past Council direction and action with no additional impacts.

Contract Summary:

Public Works Package:		$ 5,500
Includes Pavement Condition Assessment		
Citizen Engagement Package:		$ 2,500
Facilities Management Package:		$ 2,500
Year 1 Set Up Costs:		$ 6,000
	Total:	$16,500

Community Development Package:		$ 8,500
Business License Management:		$ 4,000
Year 1 Set Up Costs:		$ 8,000
	Total:	$20,500

COUNCIL ALTERNATIVES:

1. Approve the Contract as attached.
2. Do not approve a Contract at this time.
3. Provide further direction.

iWorQ

Citizen Engagement

iWorQ's Citizen Engagement helps citizens and staff connect with one another with speed and efficiency. The application can be used for 311, citizen complaints, permit applications, code violations, inspection requests, or internal staff requests.

This application saves your agency time by letting citizens download the mobile app to submit a complaint or apply and pay for a permit online.

-Customize fields to collect the information you need

-Discover potholes, overgrown vegetation or other issues

-Allow citizens to attach pictures with their request

-Export cases into other applications to eliminate duplicate data entry

-Update case status to keep citizens informed



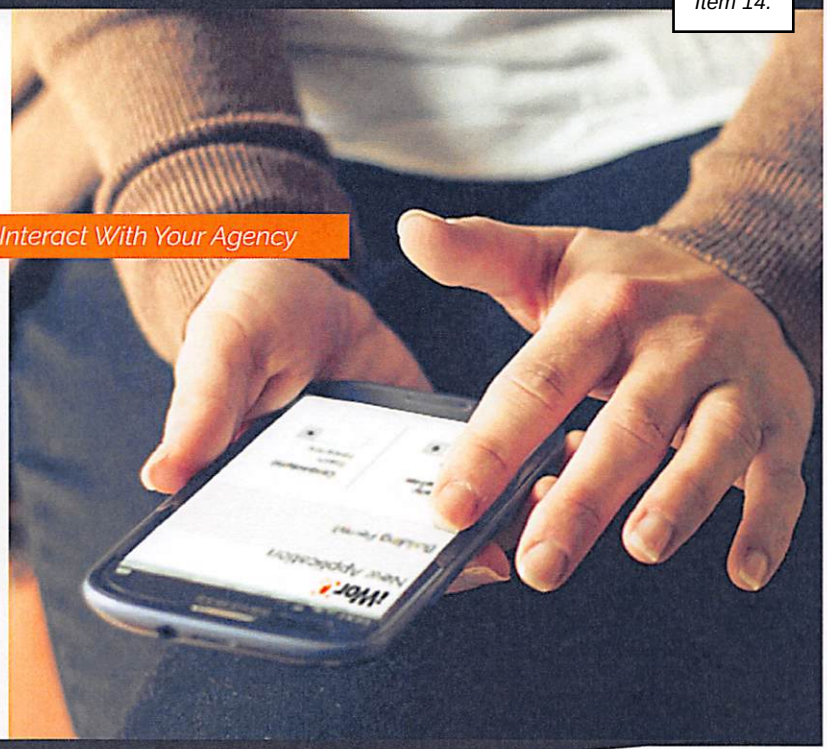
How has the Citizen Engagement application helped your agency?

"This service has helped us organize service requests so that we can meet the needs of the public."

-City of Sheridan

iWorQ Portal Home

One Centralized Location For Citizens & Contractors To Interact With Your Agency



The Portal Home provides contractors and citizens with tools to submit forms, review a permit status, request inspections, upload documents and images, and make payments in a convenient location.

Portal Home Features

2-Way Communication
Built-in messaging system connected to each user's initial request on their account. Allow citizens to digitally connect on their own time, and to see all of their updates in one place.

Public GIS Map
This interactive map feature allows citizens to visually locate, search, and identify property, permit, code enforcement, and license information.

Upload Images
Documents, images, and plans can be submitted and resubmitted until the process has gone through all the proper steps and the request is marked complete.

Payment Options
Citizens can easily make payments via a configurable form as it is being submitted or after the permit has been accepted by the city and approved.

Email Notifications
Automated emails notify the city or county when data has been submitted, information has been uploaded, or inspections have been requested.

Review
Agencies can review and approve everything that is submitted. If anything is missing, communication with the citizen or contractor is simplified though the portal tools.

Customize
Easily configure the portal to search on specific fields, display filtered data, and customize the automated notification process. A simple link is added to your website for access.

Control
Agencies can turn off features such as viewing uploaded images, inspection details, contractor information, and set required fields to ensure important data is always received.

iWorQ

Code Enforcement

iWorQ's Code Enforcement software application is accurate, simple, and powerful. As violations are established, the process of each case can be tracked and monitored as it is resolved.

The application has the ability to track and schedule inspections, citations, and warnings for each individual case. Each case can be assigned employees, inspectors, fees, and other details.

-Assign employees, inspectors, and fees

-Create letters with the click of a button

-Map and attach parcel information

-Allow citizens to submit complaints to be created into a case

-Attach pictures to a code case from a mobile device



"iWorQ has brought my City out of the stone age and into the 21st century when it comes to managing data. The software has greatly increased efficiency and productivity while lowering response times and the time it takes to assist our residents."

-City of Mary Esther

iWorQ

Permit Management

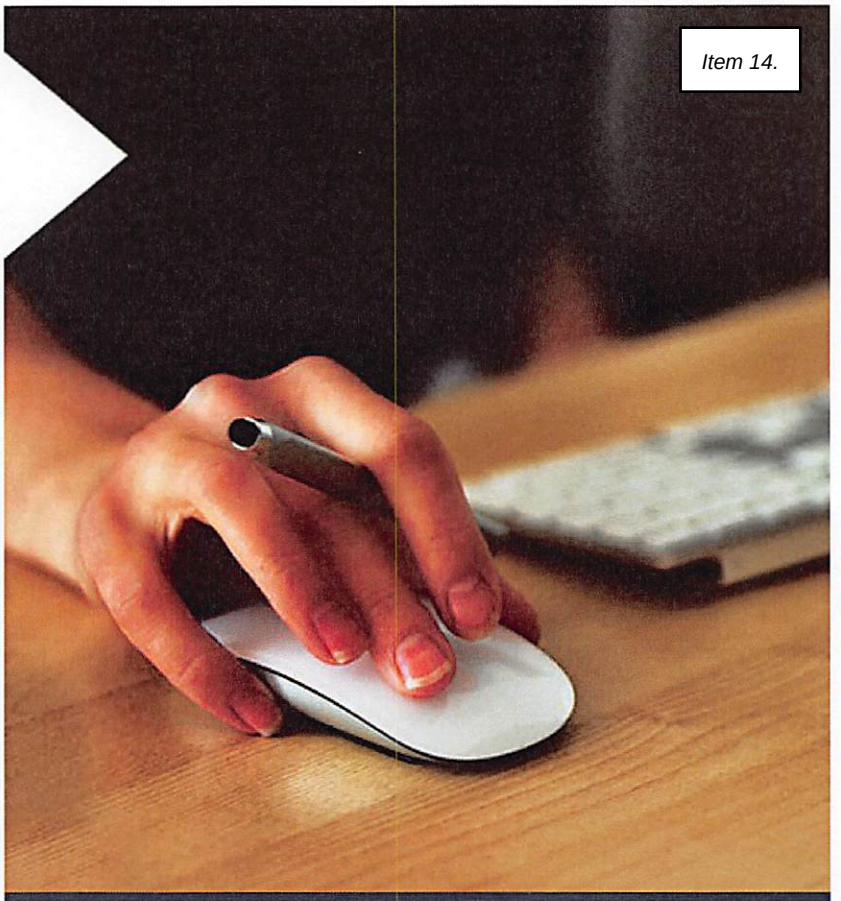
-Store contractor and owner information

-Customize fields to track specific data for your agency

-Track dates on inspections, notes, and photos for detailed data

-Upload documents and pictures to each permit

-Track parcel information using a GIS map



What impact has iWorQ made on your permitting process?

"iWorQ has brought us out of the stone ages of carbon copy permitting. [It's given us] instant feedback to contractors/owners of inspection notices. Instant sending of work orders, as well as the ability to look up permitting and plan review information in the field."

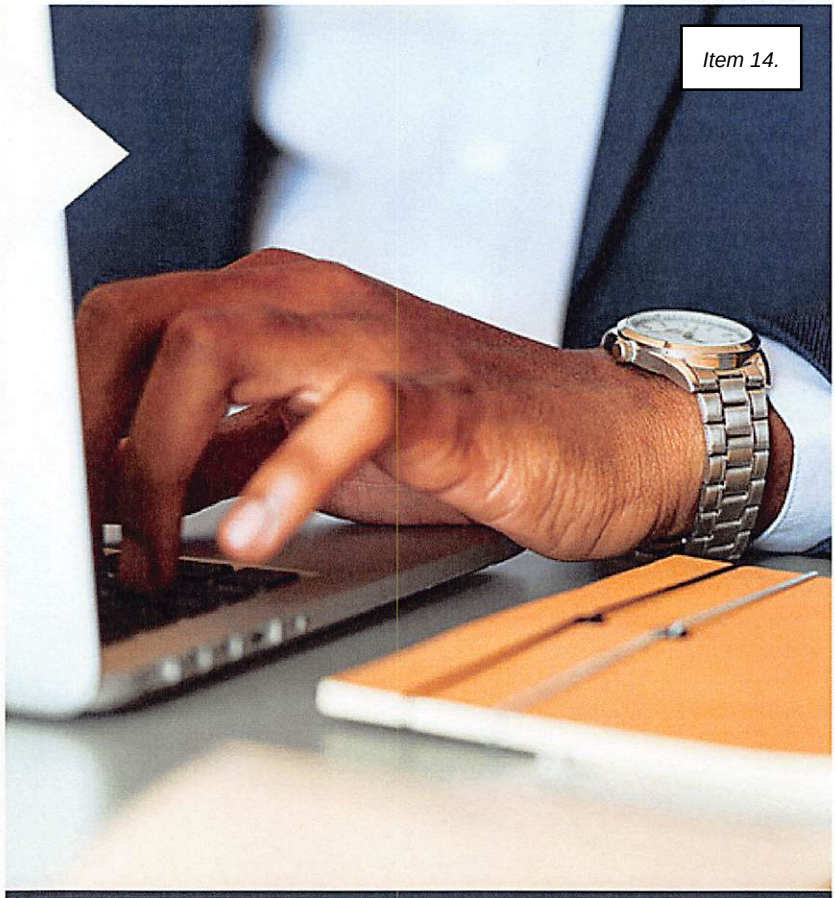
-Brigham City

iWorQ's permit management software will track the permit application, through inspection, all the way to occupancy. Inspections can be completed anywhere with an internet connection using a mobile device.

When you use our software, there is no need to worry about paperwork or lost documentation. Everything you need is in the palm of your hand such as plans, documents, inspection history, and more.

iWorQ

License Management Software



-Business Licenses
-Contractor Licenses
-Occupational Licenses
-Liquor Licenses
-Food Handler's Permits
-Specialty Goods Licenses
-Animal Licenses

How has iWorQ helped you while working in the field?

"I can access the following databases: code enforcement, license management, and business license management permits. This allows me to be able to have real-time access to the information I need to better perform my duties."

-Balcones Heights

Using iWorQ's license management software, you can track customized license information including applicant name, address, expiration and renewal dates, fees, and associated files in a central location.

Send renewal letters or notices, print licenses, and collect payments directly from the software, streamlining business operations.

iWorQ

FEMA Reporting



-Easily track the necessary information for sending reports to FEMA:

FEMA number, duration of work, assigned department, work description, work location, employee hours, employee cost, equipment hours, equipment cost, inventory used and inventory cost

What impact has iWorQ made on your FEMA reporting process?

"We find iWorQ to be a fundamental asset to our FEMA work. We utilize iWorQ daily for multiple purposes; work documentation, equipment documentation, inventory, rates, FEMA codes, etc. As a FEMA project manager, we have to be on the roads with our employees and equipment so the app can be a very useful tool for us and the technical support has been excellent whenever we have any issues."

-Holmes County

iWorQ's FEMA reporting software reports the work and costs that are completed because of hurricanes, fire, flooding, or other natural disasters. Our report interface is simple and exports to an Excel, Word, or PDF document– making it easy to send reports directly to FEMA.

Reimbursements can then be assessed by FEMA for costs that have been tracked and used for the restoration in your county or city.

iWorQ

Work Management

iWorQ's Work Management is a project management application that tracks the details of your work orders all in one place. The software is customizable and can track specific information that is vital to your city and is easy to operate, so everyone can benefit.

It's accessible by any mobile device, so you can create and update work orders in the office or out in the field.

-Track time and costs of employees and equipment

-Map job locations

-Create a work order in seconds using customized templates

- Attach pictures and notes to any work order

-Manage asset costs and repairs

-Pull detailed reports on any information being tracked



"iWorQ has helped our County department tremendously by allowing us the ability to track service requests, work orders, and to be able to compile reports as needed. We are finally organized with our records and can answer back quickly when asked for information."

-Brevard County

CITY COUNCIL AGENDA REPORT

DATE: April 4, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Consider Approval and Adoption of Resolution 04-01-2024-B Authorizing the City Administrator to Sign, Submit, and Execute Applications, Agreements, and Related Documents to Receive Federal and State Funding for Sonora's Gold Rush Multi-Use Path, Phase I. Active Transportation Program (ATP) Grant Project.

RECOMMENDATION

Consider approval and adoption of the Program Supplemental Agreement (PSA) and Resolution for Master Agreement Administering Agency-State Agreement Federal Aid Projects (Resolution) for Federal Aid Agreement No. 10-5010F15 supporting the City of Sonora's Gold Rush Multi–Use Path, Phase I. Active Transportation Program (ATP) Grant Project.

DISCUSSION

The Tuolumne County Transportation Council (TCTC), in partnership with the City of Sonora, has secured an ATP Project that funds the first phase of the Gold Rush Multi-Use Path. In June of 2022, the Tuolumne County Transportation Council (TCTC) approved a resolution in support of making Congestion Mitigation and Air Quality (CMAQ) funds available as leveraging in support of Tuolumne County Active Transportation Program (ATP) Grant Applications. One of the projects funding went to support was the City of Sonora's Gold Rush Multi-Use Path – Phase I project. Tuolumne County saw all our ATP project applications receive grant awards allowing $14.897 million in bicycle/pedestrian projects to move forward.

The City of Sonora has also secured a Cooperative Agreement with TCTC to, on the City's behalf, assist in the delivery of the Project Approval and Environmental Document Phase (PA&ED) of the Gold Rush Multi-Use Path – Phase I. TCTC is providing project management and overseeing a consultant team to deliver the PA&ED phase of the Project. The City will remain the lead agency with overall project oversight. TCTC's assistance will allow the project to continue and support the schedule.

TCTC has actively started this project and has secured a consultant team to commence the PA&ED effort. A preliminary alignment has been developed (attached) and TCTC and their consultant team are working on securing rights of entry from private properties adjacent to the trail alignment and an encroachment permit from Caltrans so that the field topographic and boundary survey work as well as the environmental surveys can commence.

To start invoicing reimbursable project-related costs to Caltrans, the PSA, and Resolution needs to be approved and adopted by the City of Sonora. Staff requests the approval and adoption of the Program Supplemental Agreement and Resolution for Master Agreement Administering Agency-State Agreement Federal Aid Projects for Federal Aid Agreement No. 10-5010F15 supporting the City of Sonora's Gold Rush Multi–Use Path. It should be noted that a Draft Final of the PSA and Resolution are attached pending final acceptance by legal counsel. This is a time-sensitive document.

FISCAL IMPACT

No fiscal impact to the General Fund. The City of Sonora received an ATP Active Transportation Grant award in the amount of $5.08 million. The total project cost is $6.418 million. The Project Approval and Environmental Documentation phase (PA&ED) is $433,000.

RESOLUTION 04-01-2024-B

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN, SUBMIT AND EXECUTE APPLICATIONS, AGREEMENTS AND RELATED DOCUMENTS TO RECEIVE FEDERAL AND STATE FUNDING

WHEREAS, the Congress of the United States has enacted the Federal Transportation Act to fund transportation programs which include, but are not limited to, the Active Transportation Program (ATP); State Transportation Improvement Program (STIP); Planning, Programing and Monitoring (PPM); Rural Planning Assistance (RPA); Regional Surface Transportation Program (RSTP); Congestion Mitigation and Air Quality (CMAQ); and various Statewide and Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) grants.

WHEREAS, the Legislature of the State of California has enacted legislation to allow certain Federal and State funds be made available for use for transportation projects as well as planning and administration purposes of public entities qualified to act as recipients of these Federal and State funds; and,

WHEREAS, the City of Sonora adopts annual Budgets, and Capital Improvement Programs based upon receipt of these funds; and,

WHEREAS, to receive these funds, various documents including, but not limited to, Master Fund Agreements, Program Supplemental Agreements, Fund Exchange Agreements, applications, forms funding requests, certifications, plans and agreements must be signed and executed by an authorized individual on behalf of the City of Sonora.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SONORA DOES HEREBY RESOLVE AS FOLLOWS: that the City of Sonora hereby authorizes the City Administrator, or designee, to sign, submit and execute all applications, agreements and related documents required which may include Master Fund Transfer Agreements, Program Supplemental Agreements and Fund Exchange Agreements, to receive Federal and State funding for various transportation programs administered by the City of Sonora.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on **April 1, 2024**, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

Mark Plummer
Mayor of the City of Sonora

ATTEST:

Tracy L. Skelly
City Clerk

RESOLUTION 04-01-2024-B

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT
FEDERAL-AID PROJECTS

10	City of Sonora
District	Administering Agency

Agreement No. 10-5010F15

This AGREEMENT, is entered into effective this _____ day of _____, 20 , by and between City of Sonora, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification

Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorize STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide

design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE''s minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS''&''E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE''s District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party''s name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY''s right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the

PROJECT after crediting PROJECT with the fair market value of any excess prop retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State''s current LOCAL ASSISTANCE PROCEDURES and STATE''s Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY''s relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY''s acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE''s concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE''S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE''s approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM

SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency''s progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits ''&'' Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY''s own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY''s cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE''s share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE''s costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A''&''E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach

this AGREEMENT by failing to complete PROJECT without adequate justification approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE''s ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Man will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. 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 ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and 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 ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY 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 arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By_____

_____

Chief, Office of Project Management
Oversight
Division of Local Assistance

Date_____

City of Sonora

By_____

_____

_____

City of Sonora

Representative Name & Title
(Authorized Governing Body
Representative)

Date_____

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY''S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by

ADMINISTERING AGENCY and by the surety under the performance bond, if any, STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY''s breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.
2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title
49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility

and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program ; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY''S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the recipient of its failure to carry out its appr DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY''s obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY''s books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY''s noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect

to any sub-agreement or procurement as STATE or FHWA may direct as a mea enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1 and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964..

PROGRAM SUPPLEMENT NO. F004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5010F15

Adv. Project ID
1023000229

Date: March 08, 202
Location: 10-TUO-1-SRA
Project Number: ATPCML-5010(010)
E.A. Number:
Locode: 5010

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Gold Rush Multi-Use Path Phase 1 - SR 49 on Washington St to South End of Mother Lode Fair Grounds and along Wood Creeks Park to Sonora High.

TYPE OF WORK: Pedestrian and Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y003	$200,000.00	LOCAL		OTHER
$433,000.00			$0.00		$233,000.00

CITY OF SONORA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jaulonie Wong **Date** 3/19/2024 $200,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this

SPECIAL COVENANTS OR REMARKS

Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

SPECIAL COVENANTS OR REMARKS

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

SPECIAL COVENANTS OR REMARKS

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

SPECIAL COVENANTS OR REMARKS

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

SPECIAL COVENANTS OR REMARKS

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

SPECIAL COVENANTS OR REMARKS

testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5. This project is subject to a separate Cooperative Agreement between the ADMINISTERING AGENCY and the State.

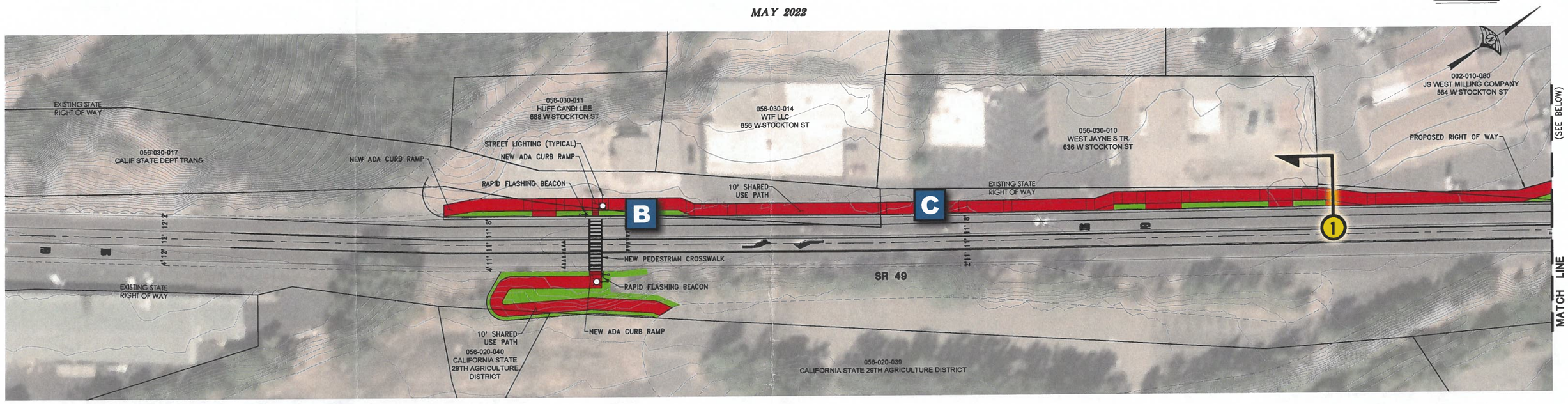
DRAGOON GULCH TRAIL CONNECTION CONCEPTUAL LAYOUT - SHEET 1 OF 3

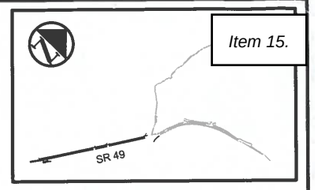
GOLD RUSH MULTI-USE PATH PHASE I

TUOLUMNE COUNTY TRANSPORTATION COUNCIL

CITY OF SONORA **CALIFORNIA**

MAY 2022





KEY MAP

40' 20' 0 40'

NEW CLASS 1 MULTI-USE PATH
NEW MULTI-USE TRAIL
NEW LANDSCAPING AND BUFFER

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TI
3301 C St, Bldg. 100-B Tel 916.341.77
Sacramento, CA 95816 Fax 916.341.77

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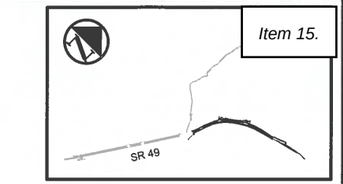
CONCEPTUAL LAYOUT - SHEET 2 OF 3

GOLD RUSH MULTI-USE PATH PHASE I

TUOLUMNE COUNTY TRANSPORTATION COUNCIL

CITY OF SONORA CALIFORNIA

MAY 2022



KEY MAP

NEW CLASS 1 MULTI-USE PATH
NEW MULTI-USE TRAIL
NEW LANDSCAPING AND BUFFER

40' 20' 0 40'

MATCH LINE (SEE SHEET 1)

001-240-006 HEWITT ERIC J 372 W STOCKTON ST
STREET LIGHTING (TYPICAL)
W JACKSON ST
001-241-020 FOUST CHRISTIN 358 W STOCKTON ST
NEW ADA CURB RAMP
REPLACING AND ENHANCING EXISTING SIDEWALK
001-241-033 AL-KANSHALY AL-MEGDAD NAGI ABDO 344 W STOCKTON ST
001-241-014 PANIETZ RANDY 310 W STOCKTON ST
001-241-032 MC BRIDE PATICK 36 S POLAR ST
001-241-016 WITT & WITT PROPERIES LLC 298 W STOCKTON ST
001-241-015 WITT & WITT PROPERTIES LLC 304 W STOCKTON ST
001-241-008 OAKES EDWARD W 328 W STOCKTON ST
EXISTING STATE RIGHT OF WAY
RETAINING WALL
10' SHARED USE PATH
DRIVEWAY
ON-STREET PARKING
LANDSCAPING (TYP)
NEW ADA CURB RAMP
NEW PEDESTRIAN CROSSWALK
SR 49
SONORA CREEK
CALIFORNIA STATE
002-090-045 CALIFORNIA STATE
RECONFIGURE TO STANDARD SINGLE POINT INTERSECTION FOR BICYCLE AND PEDESTRIAN SAFETY
RESTRIPE TO NARROW AND SHIFT EXISTING LANES
002-090-028 DAVIS STANLEY J 265 W STOCKTON ST
002-090-035 HSIA ROSALIND 243 W STOCKTON ST
002-090-036 LUCCO JOETTE L LIVING TRUST 237 W STOCKTON ST
002-090-037 BOYD CORRINE 2021 TRUST 233 W STOCKTON ST
BRADFORD ST
REPLACING AND ENHANCING EXISTING SIDEWALK
001-253-022 FIRST SONORA SHOPPING CTR LLC 220 W STOCKTON STT
(SEE BELOW)

(SEE ABOVE) MATCH LINE

001-280-009 FIRST SONORA SHOPPING CTR LLC 180 W STOCKTON ST
001-280-008 FIRST SONORA SHOPPING CTR LLC 130 W STOCKTON ST
RECONFIGURE PARKING
PROPOSED EASEMENT
REPLACING AND ENHANCING EXISTING SIDEWALK
001-280-005 REED THOMAS B 108 W STOCKTON ST
001-280-006 DAMBACHER MICHAEL DONALD 78 W STOCKTON ST
001-280-010 CHIN KYAN S & SANG-EN 64 W STOCKTON ST
001-253-012 SIERRA NEVADA HOSPITALITY LLC 152 S GREEN ST
S GREEN ST
10' SHARED USE PATH
NEW ADA CURB RAMP
NEW PEDESTRIAN CROSSWALK
DOWNTOWN TRANSIT AND ACCESSIBILITY PROJECT (IN CONSTRUCTION)
002-090-039 SEGERSTROM FAMILY AGENCY
SONORA CREEK BRIDGE
002-152-053 BANK OF AMERICA NT & SA
002-152-057 ZELINSKY ENTERPRISES LLC 55 W STOCKTON ST

Tesla Charging Stations (Proposed)
Sewer Main Drain

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

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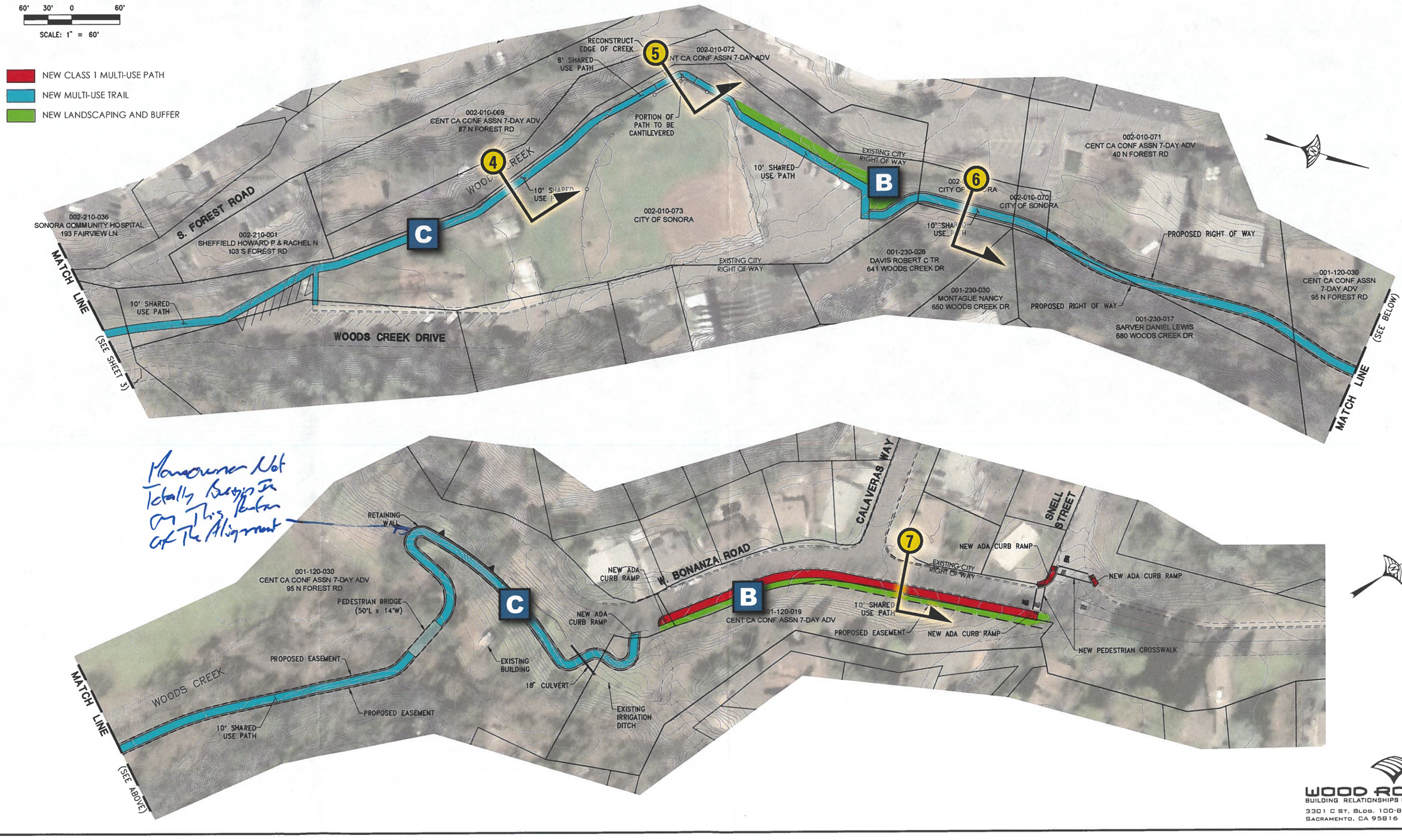
DRAGOON GULCH TRAIL CONNECTION CONCEPTUAL LAYOUT - SHEET 3 OF 3

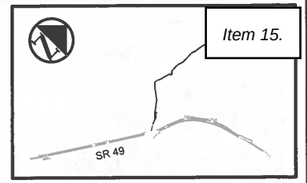
GOLD RUSH MULTI-USE PATH PHASE I

TUOLUMNE COUNTY TRANSPORTATION COUNCIL

CITY OF SONORA **CALIFORNIA**

MAY 2022



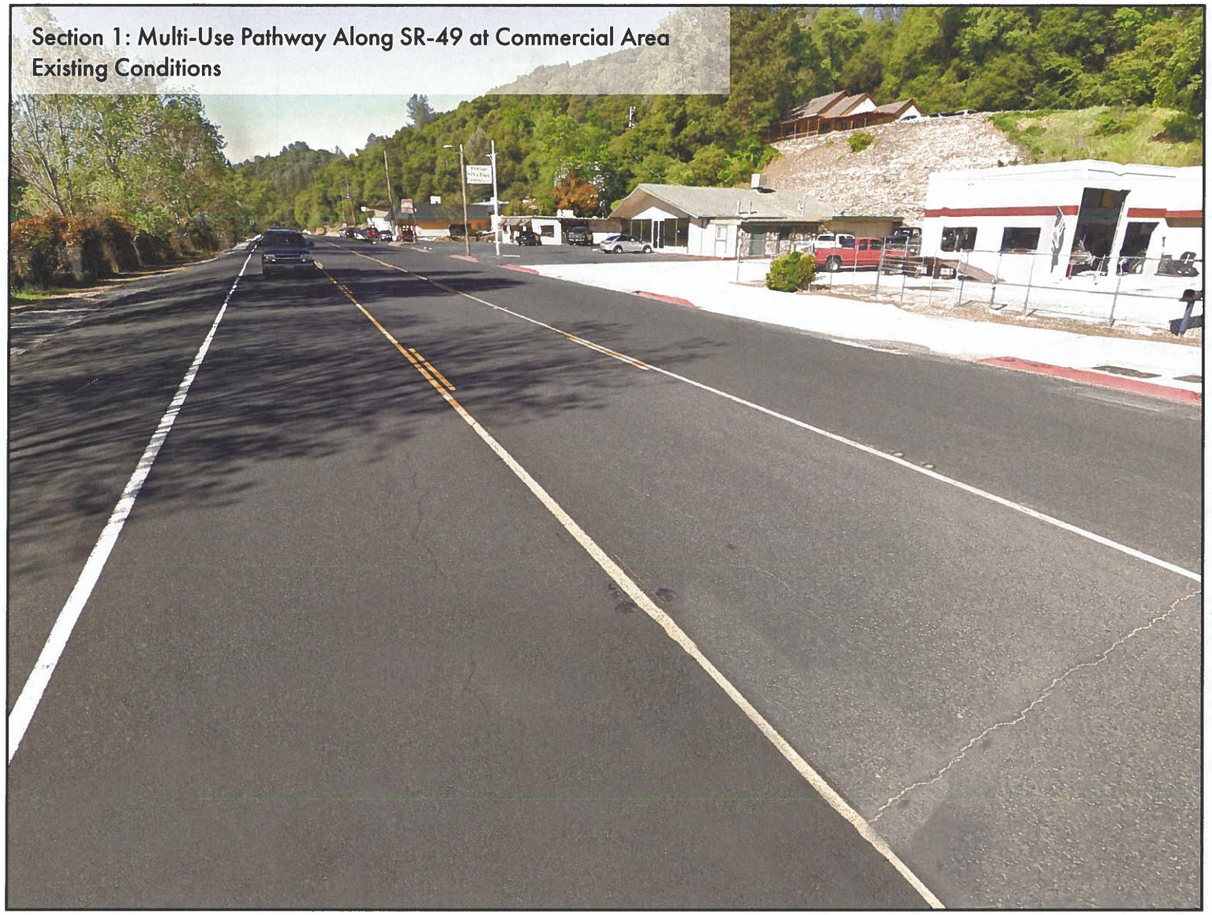


KEY MAP

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A T
3301 C ST, BLDG. 100-B TEL 916.341.77
SACRAMENTO, CA 95816 FAX 916.341.77

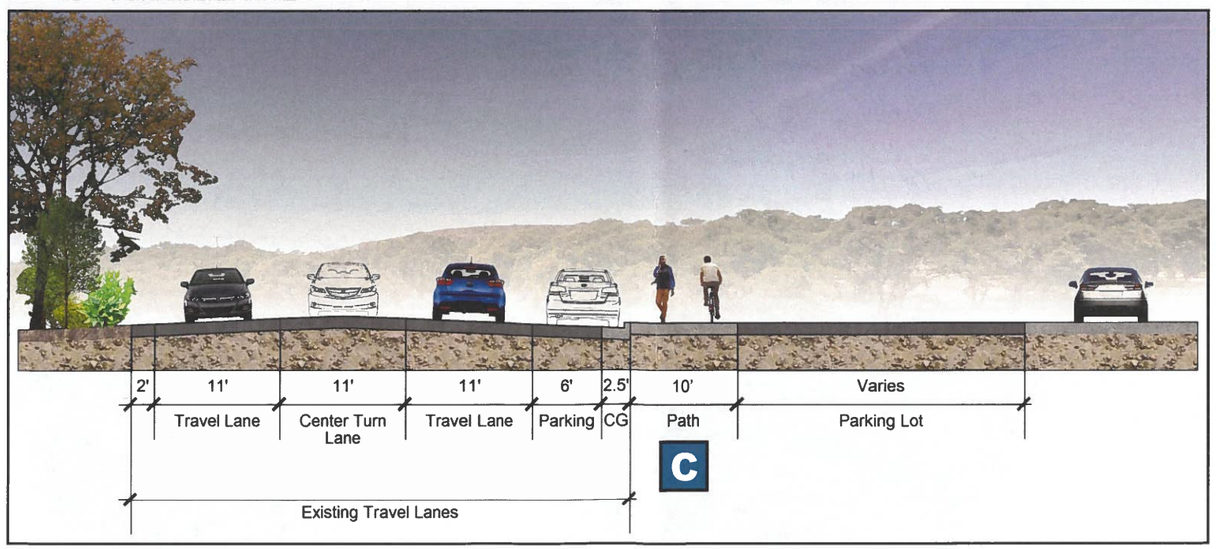
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Section 1: Multi-Use Pathway Along SR-49 at Commercial Area
Existing Conditions



Proposed Improvements





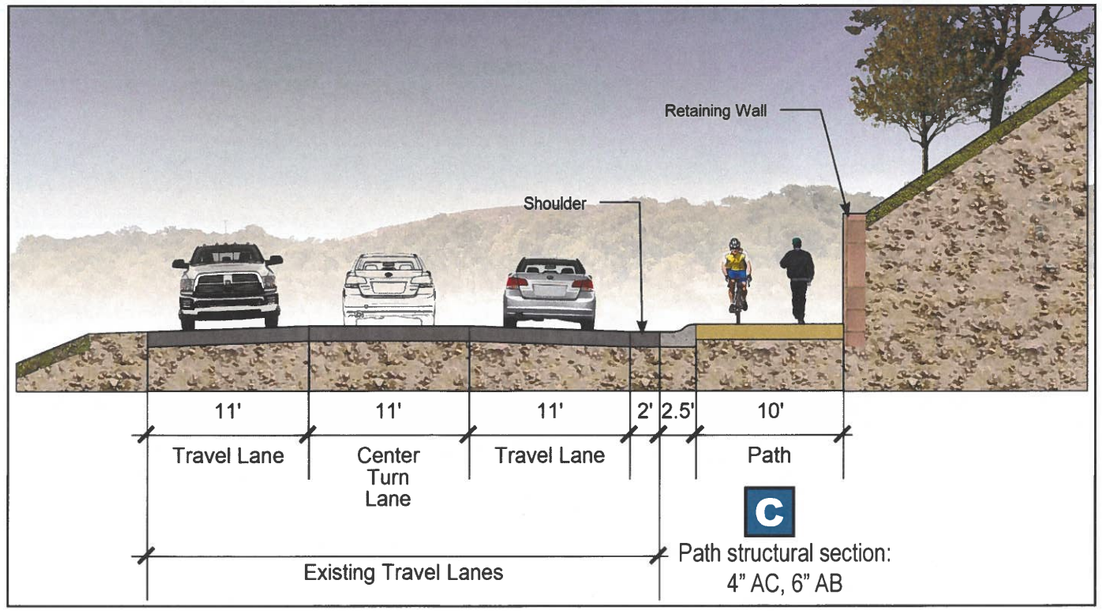
Path structural section: 4" AC, 6" AB

Section 2: Multi-Use Pathway at SR-49 and S Forest Road
Existing Conditions



Proposed Improvements



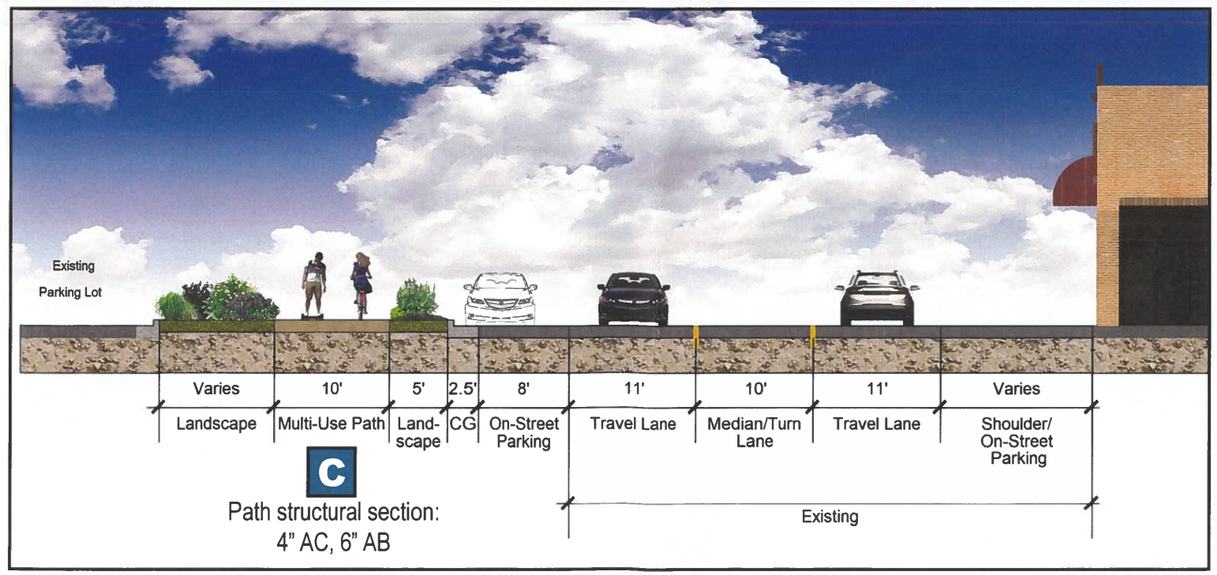


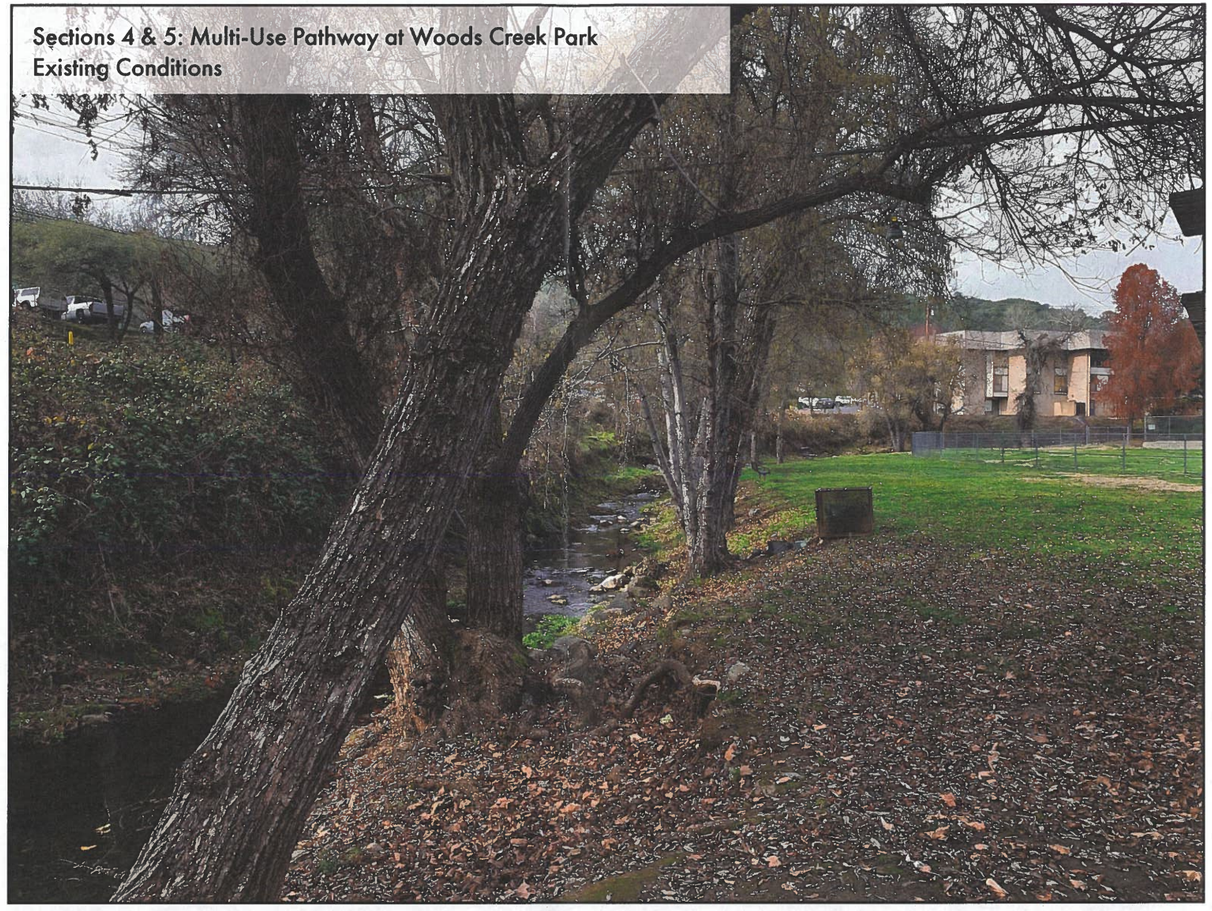
Section 3: Multi-Use Pathway between W Jackson St and Bradford St
Existing Conditions



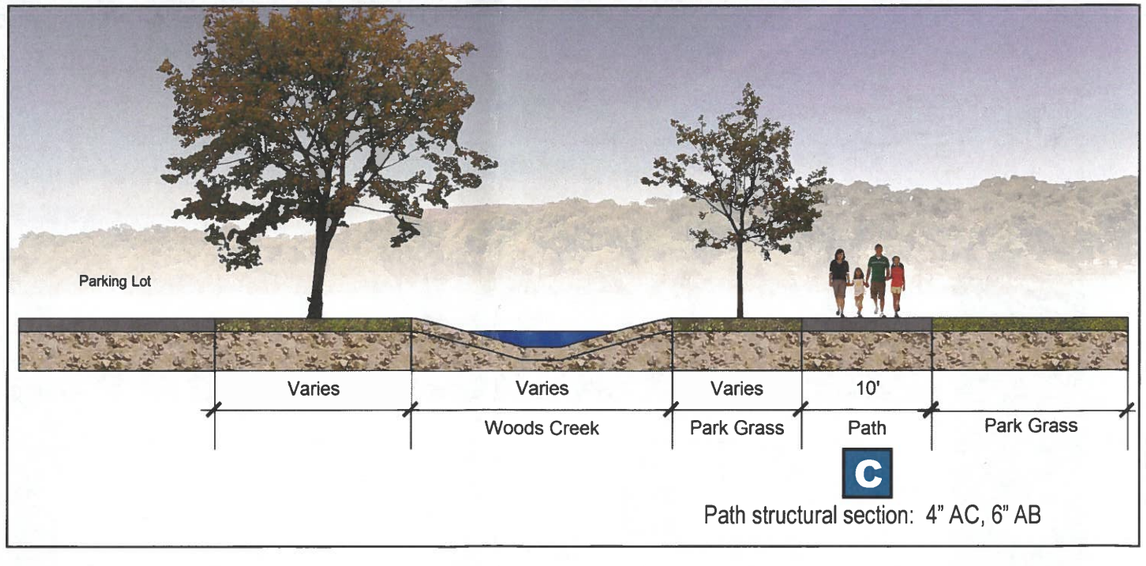
Proposed Improvements



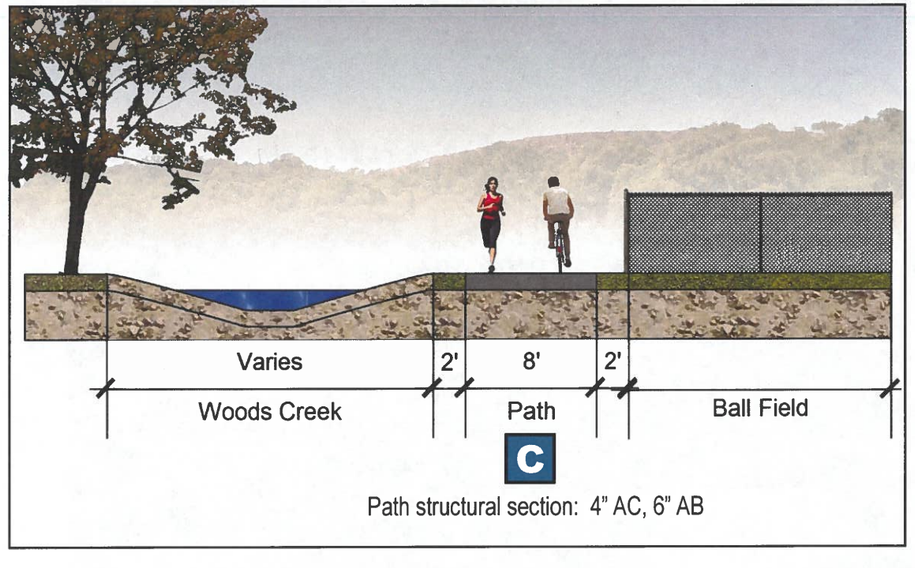








Section 4: 10-Foot Wide Section

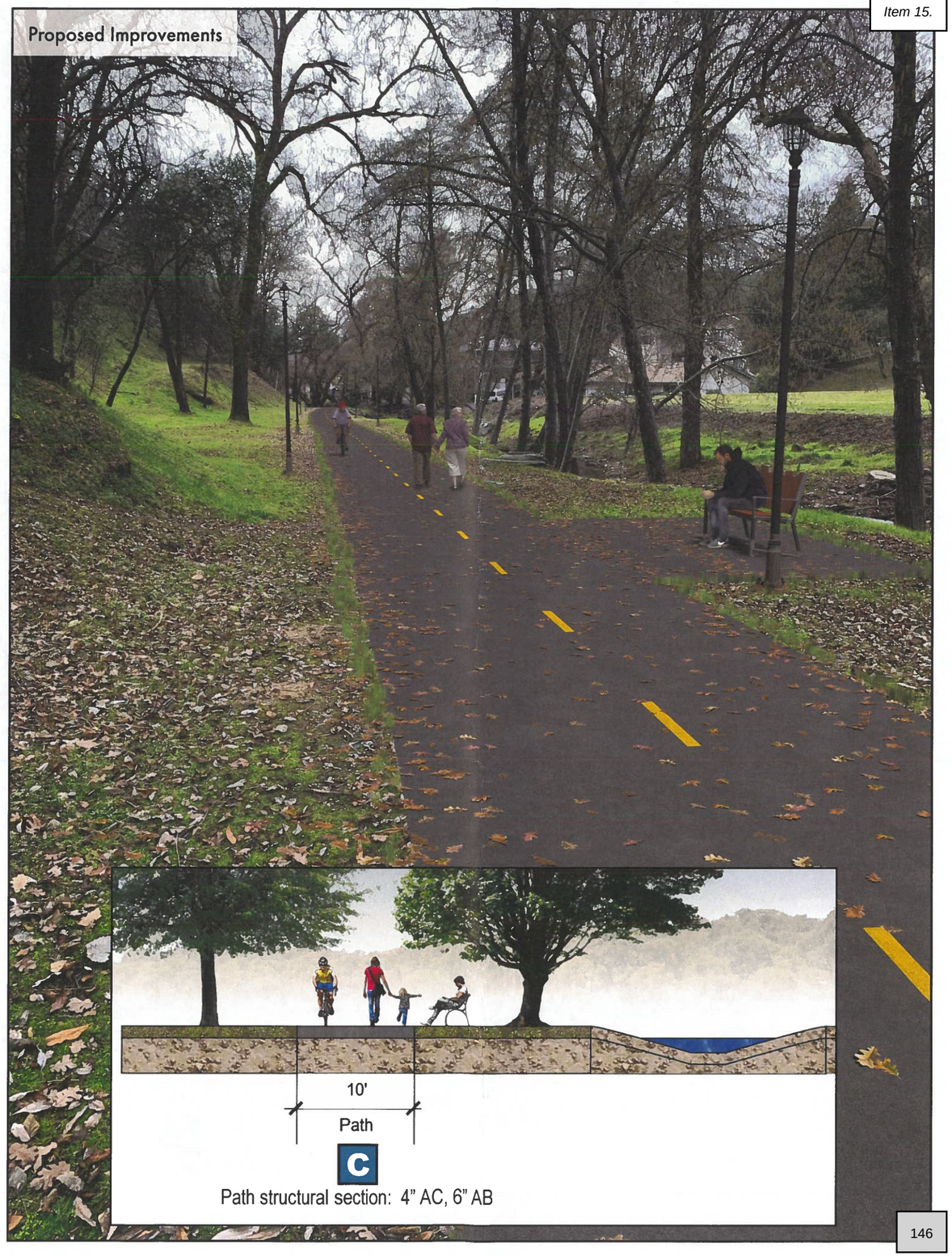


Section 5: 8-Foot Wide Section (Photosimulation Above)

Section 6: Multi-Use Pathway Along Woods Creek
Existing Conditions



Proposed Improvements



Section 7: Multi-Use Pathway at W Bonanza Rd
Existing Conditions



Proposed Improvements



VISION SONORA PLAN ELEMENTS

A Pedestrian Improvements at SR49/Woods Creek/Southgate Intesection



B Typical landscape buffer and pedestrian amenity improvements throughout



C Typical colored pavement for proposed path (historic community context sensitive design) throughout



CITY COUNCIL AGENDA REPORT

DATE: March 18, 2024

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Administrative Services Department Report for January 2024

RECOMMENDATION

Receive the Administrative Services Department Report for January 2024 (FY23/24).



The Administrative Services Department provides a wide range of comprehensive support services which include: accounting, finance administration and reporting, budgeting, audit, compliance, treasury management, payroll, human resources, recruitments, accounts receivable, local tax collection, accounts payable, procurements, business license management, risk management, information technology for the City.

Monthly Report to the City Council

January '24

Highlights of General Fund Revenues:

	Current Period	YTD	FY23/24 Budget	% of Budget
Property Tax	$ -	$ 438,163	$ 980,600	44.7%
Sales Tax	$ 304,876	$ 2,074,071	$3,355,600	61.8%
Measure Y	$ 681,459	$ 2,954,374	$4,100,000	72.1%
Transient Occupancy Tax	$ 20,761	$ 362,433	$ 625,000	58.0%
Cannibis Public Benefit Fees	$ 53,846	$ 425,429	$ 710,000	59.9%
Building Permits	$ 7,774	$ 58,429	$ 100,000	58.4%
Business Licenses	$ 74,028	$ 126,622	$ 126,900	99.8%

Highlights of General Fund Expenditures:

	Current Period	YTD	FY23/24 Budget	% of Budget
Salaries and Benefits	$ 598,375	$ 3,913,225	$7,527,600	52.0%
Operating Expenditures	$ 238,901	$ 1,576,043	$3,489,125	45.2%
Transfers	$ -	$ 163,944	$ 334,000	49.1%

	A/P	YTD	H/R	YTD
Total Number of Checks/DD Processed:	134	1,123	91	801

Business License Activity:	Current Month Zone A	Current Month Zone B	YTD Zone A	YTD Zone B
Licenses Issued	3	12	13	96

FISCAL IMPACT

No fiscal impact to the General Fund.

CITY COUNCIL AGENDA REPORT

DATE: March 18, 2024

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Fire Department Monthly Report – February 2024

RECOMMENDATION

Receive the Fire Department Monthly Report – February 2024

1. City of Sonora Fire Department responded to 153 calls for service in February 2024.

2. Sonora City Units responded to emergency calls as follows:

111 - Building fire	1
122 - Fire in motor home, camper, recreational vehicle	1
131 - Passenger vehicle fire	1
321 - EMS call, excluding vehicle accident with injury	84
322 - Motor vehicle accident with injuries	7
324 - Motor vehicle accident with no injuries.	4
412 - Gas leak (natural gas or LPG)	2
441 - Heat from short circuit (wiring), defective/worn	1
444 - Power line down	2
462 - Aircraft standby	1
511 - Lock-out	3
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	4
553 - Public service	4
554 - Assist invalid	2
561 - Unauthorized burning	1
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	19
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	1
715 - Local alarm system, malicious false alarm	1
730 - System malfunction, other	7
741 - Sprinkler activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
Total	**153**

3. Monthly dollar loss in the City, resulting from fire: 0
4. The average response time during the month: 4:38
5. Automatic or mutual aid given: 32

FISCAL IMPACT

No Fiscal Impact.

CITY COUNCIL AGENDA REPORT

DATE: March 18, 2024

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: MONTHLY REPORT – SONORA POLICE DEPARTMENT

RECOMMENDATION

Receive the Sonora Police Department monthly report for February 2024.

	Feb 2024	Jan 2024	Feb 2023
Total Incidents	868	1003	1,049
Calls for Service	621	684	667
Officer Initiated	247	319	382
Total Arrests	34	40	43
Felony Arrests	7	4	10
Misd. Arrests	27	36	33
Total Reports	99	92	109
Parking Citations	3	5	9
Moving Citations	8	12	3
Domestic Violence	3	4	6
Larceny Inc./Inv.	22/7	26	11
Total Collisions	31	25	24
Collision Invest.	8	9	13
Homeless Activity	86/11	118/16	112
Animal Calls	12	23	25
Public Intox. / UID	4	7	5
DUI Arrests	2	2	1
Total Phone Calls / 911 Calls	1,916/283	2,151/381	2,536/344
Average Per Day	66	69	91
Vehicle Releases	2	3	6

*Homeless Activity tracking requires additional manual inputs; the actual number of associated incidents will typically be higher than the reported number. The second number reflects case investigation reports.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

Area 1 Monthly Report
February 2024

Neighborhood Watch:

ELKS HILL:

- No updated activity

SONORA KNOWLES:

- No updated activity.

Case(s) for discussion:

24-177 -On 02/24/2024, at approximately 2225 hours, Sonora PD officers were dispatched to a call concerning a felony battery. 3 victims reported being battered while drinking at the Office Bar. One of the victims was transported to the hospital, while the other two victims provided a physical description of the suspects. Sonora PD officer searched the surrounding area and located 2 suspects that matched the given physical descriptions. A field line-up was conducted, and the victims positively identified the suspects. During a search of one of the suspects, a loaded handgun was found on his person. Both suspects were booked into the county jail on battery and weapons charges.

24- 188 -On 02/27/2024, at approximately 1805 hours, Sonora PD officers were dispatched to a report of a male subject who had a firearm brandished at him. The victim reported an unknown suspect brandished a black semi-automatic pistol and stated he was looking for someone that looked like him. Officers searched the area but was unable to locate the suspect. A BOLO for the suspect and the vehicle he was driving was dispatched to the surrounding agencies.

Recruitments:

- 2 Full-time Dispatch candidates have completed the pre-employment assessment.
- 1 Part-time Dispatch candidate is in the final stages of the background process.
- 2 Lateral Police Officer candidates have been extended job offers.
- 1 Sergeant candidate has been extended a job offer.
- 1 Full-time CSO applicant is currently in backgrounds.

Training:

- Sergeant Nygard has completed the FTO SAC course.

Range:

- Range qualification is scheduled for March 6th.

Dispatch:

- Dispatcher Westfall completed the Dispatcher Wellness Course.

Respectfully Submitted,
Sgt. Eric Nygard

February 2024 - Crimes by Area

Area 1 Reports:

Violent Crimes:

1 – Felony Battery with Great Bodily Injury (including felony felon in possession of a firearm, felony felon in possession of metal knuckles, felony smuggling firearm into jail, misdemeanor battery on a person, and misdemeanor carrying a concealed weapon on person)
1 – Felony Domestic Violence
2 – Felony Rape of Unconscious Victim

Burglaries / Other Larceny:

3 – Misdemeanor Business Burglaries (Shoplifting) (one including conspiracy)

Area 2 Reports

Violent Crimes:

2 – Misdemeanor Domestic Violence
2 – Misdemeanor Violation of a Domestic Violence Order

Burglaries / Other Larceny:

1 – Felony Burglary from a Residence (including possession of a controlled substance)
1 – Felony Burglary from a Business (including felony theft by use of access card, felony conspiracy, and misdemeanor theft from a vehicle)
1 – Recovered Stolen Vehicle Reported by Stanislaus Sheriff's Office
1 – Misdemeanor Business Burglary (Shoplifting)

Area 2 Monthly Report
February 2024

Neighborhood Watch:

MYERS HILL:
- No updated activity.

NORTH STEWART:
- No updated activity.

HIGHLAND VIEW:
- No updated activity

Case(s) for discussion:

24-175—On 02/23/2024, Sonora PD officers attempted to contact a suspect with an outstanding parole warrant. Once the suspect noticed the officer, he began to flee the scene. After a short foot pursuit, the suspect was taken into custody and later booked into the Tuolumne County Jail on the outstanding warrant.

24-103- On 02/03/2024, Sonora PD officers were dispatched to a domestic disturbance call at Truckenmiller Rd. Sonora PD conducted an investigation and determined the victim's boyfriend battered her by grabbing her by the back of her neck. The suspect was arrested for domestic battery and booked into the Tuolumne County Jail.

Field Training Program:

- One academy recruit has completed the academy and was placed with a Field Training Officer (FTO) to begin the Field Training Program.
- A second academy recruit is scheduled to graduate in May of 2024.

Investigations:

- Sonora PD detective authored a search warrant for a vandalism case.
- Sonora PD detective is conducting an Internet Crimes Against Children(ICAC) investigation.

Property and Evidence:

- No updated activity

Fleet:

- Unit 15 has been retired and removed from the vehicle pool.
- 5 Dodge Durango Pursuit vehicles have been ordered

Reserves/Volunteers:

- No updated activity

Respectfully Submitted,
Sgt. Eric Nygard

CITY COUNCIL AGENDA REPORT

DATE: March 18, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Mike Lagomarsino, Public Works Supervisor

SUBJECT: Sonora Public Works Department Monthly Report for February 2024

RECOMMENDATION

Receive the Public Works Department Monthly Report for February 2024.

DISCUSSION

For the month of February 2024, the City of Sonora Public Works Department performed the following activities:

Streets

- Spent several days pot-holing City Streets.
- Returned numerous shopping carts to businesses abandoned on City Streets.
- Spent numerous days picking up leaf piles throughout the city streets.
- Straightened numerous street signs around the city.
- Replaced a photocell for a streetlight on Sanguinetti Rd.
- Replaced downed stop signs at Macomber St, Arbona Circle Dr, and Williams Street.
- Performed Street closure, and traffic control for Tree Company for removal of a large Oak Tree on Barretta Street.
- Started annual roadside weed spraying around the city.
- Installed a directional sign for Caltrans at HYW 49 and Stockton Rd.
- Made repairs to an eroded section of Macomber Street.

Facilities

- Installed two TV monitors in dispatch at the Police Department.
- Installed an assigned parking sign in the parking garage at the Police Department.
- Made repairs to desk in the City Historians office at City Hall.
- Load and haul unwanted tables and chairs from Council Chambers.
- Relocated a photocell for exterior lights at the Police Department.
- Made repairs to a damaged handrail on Sheppard Street.
- Pressure-washed sidewalks, and the upper deck at the Opera Hall.

Parks/Landscapes/Parking Lots

- Monthly inspection of playground equipment at Rotary Park.
- Cleaned city lots with a blower weekly.
- Pruned shrubs and trees along Stewart Street behind the Fire Museum.
- Continue with weed spraying in City Parks and Landscapes.
- Removed a large amount of graffiti in the Terzich Parking Structure.

- Removal of graffiti in Rotary Park, and Coffill Park.
- Pressure-washed stairs to Coffill Park.
- Replaced damaged parking bumpers in the Famers Market lot.

Storm Drains

- Spent numerous days digging, and flushing out storm drain inlets, ditches, and culverts.
- Repaired damaged storm DI grate on Lytton Street.

Cemeteries

- Continued with annual weed spraying at Mountain Shadow.
- Daily-Check messages at Mountain Shadow, and return calls as needed.
- Daily Clean irrigation filters during irrigation season.
- Mark out plots as requested by the Funeral Home as needed.
- Set headstones as requested by the Funeral Home.
- Mowed, and edged lawns weekly during spring and summer months.

Miscellaneous

- Daily unlock, and service of all public restrooms.
- Put up weekly event banners downtown.
- Garbage collection twice a week in all City parking lots, Landscapes, and Parks.
- Monthly fleet vehicle inspections.
- Twice weekly- Run Street sweeper early morning on a rotating street schedule throughout the city.

FISCAL IMPACT

No fiscal impact to the General Fund.



Every week, Oceanside hosts Sunset Market, where nearly 200 vendors stretched over four city blocks set up shop and about 10,000 people come to enjoy the live music, food trucks, and a vast array of shopping opportunities. Photo courtesy of the city of Oceanside.

March 1, 2024 | Features | By Jackie Krentzman

Gaining purchase: How three cities overcame the pandemic-fueled retail blues

Jackie Krentzman is a Bay Area-based writer/editor with experience creating compelling content in multiple sectors, including DEI, affordable housing, nonprofits, and education.

Retail in California has struggled in recent years, especially businesses with smaller footpr
But for some cities, COVID-19 is the latest — albeit extreme — economic disaster that they've weathered and emerged stronger from. Many have taken innovative steps to support and grow their retail sector, especially smaller businesses.

Rising inflation and labor costs have hit small businesses, the backbone of many local economies, particularly hard. A pandemic-era surge in e-commerce, a spike in direct-to-consumer sales, downtown office vacancies, and other macroeconomic trends only made it worse. Over 90% of businesses in California employ fewer than 20 employees — almost one-third of all jobs in the state.

Main Street California, which helps revitalize downtown communities, helps cities attract new businesses and ensure that existing ones thrive. According to Amanda Elliott, who oversees the organization's programs, many businesses have found success — especially among younger shoppers — by marrying shopping with experiences that foster connection with others.

"Young people are coming into cities to do something other than shop," Elliott said. "Our programmatic partners have been adding events such as night markets and seasonal fairs, where the customers can become aware of businesses they may not have encountered before."



Oceanside teamed up with Main Street California to launch a series of events, such as a farmers' market and a two-week Shop Local holiday celebration. Photo courtesy of the city of Oceanside.

Surfing economic waves

One such city is Oceanside, in northwestern San Diego County. For decades, the city was a hub for people buying automobiles. When other cities began transitioning to auto parks and regional shopping malls in the 1980s, the city was forced to remake itself. About 20 years ago, Oceanside began focusing on improving its retail and hospitality sectors — notably in its downtown area, situated right on the coast and next to a historical wooden pier.

The first step was to focus on housing development. "Housing is key, you need people to shop before you can build commercial," said Economic Development Manager Michelle Geller.

Oceanside began greenlighting multistory housing developments downtown, including m
use developments. Altogether, 1,100 units were constructed.

Developers added over 43,000 square feet of commercial space to the city in 2023 alone, with another 400,000 square feet on the horizon. Recent developments include two new hotels, each sporting several restaurants, and bars. From 2018 to 2023, Oceanside's sales tax revenue increased from $5.8 million to $7.3 million.

Oceanside is also one of the 14 official cultural districts in California. The designation has helped to preserve and promote iconic city landmarks, such as Artists Alley, the California Surf Museum, and tattoo parlors that honor the city's military heritage. In fiscal year 2022-23, the district's nonprofit arts and culture sector generated $45.6 million in economic activity, supporting 700 jobs, and contributing $10.3 million in tax revenue.

Geller credits local partners and Main Street with maximizing Oceanside's downtown, which she sees as Oceanside's greatest asset. Oceanside teamed up with Main Street to launch a series of events, such as a farmers' market, a two-week Shop Local holiday celebration, and the now signature Thursday evening Sunset Market. Every week, nearly 200 vendors stretched over four city blocks set up shop, attracting as many as 10,000 residents and visitors to enjoy the live music, food trucks, and a vast array of shopping opportunities.

"I am thrilled with the city's partnership with Main Street as well as [the] chamber of commerce and Visit Oceanside," Geller said. "I've seen in other cities worked in silos, but I think our success in large part has come because we work so well together."



Eureka partnered with Main Street California to put on the popular First Saturday Arts Alive. Photo courtesy of the city of Eureka.

From timber to tourism

At the opposite end of the state in Humboldt County, Eureka is also taking very intentional steps to spur retail. For generations, the timber industry drove the city's economy. Today, tourism and retail are the city's primary employers.

Like many other small cities, the pandemic was a mixed bag. Some businesses suffered, but others did well. People eager to escape large urban cores came to Eureka for its many outdoor activities. In recent years, cruise ship lines relocated there, boosting tourism. The city has also become a haven for Californians looking to escape the smoke and heat during wildfire season.

Eureka has also partnered with Main Street to put on events, such as the popular First Saturday Arts Alive. The family-friendly event attracts Humboldt County residents and tourists alike looking to shop, eat, enjoy live music, and socialize.

Economic Development Manager Swan Asbury said that Eureka is examining every possible angle to boost its economy, including moving its visitor center to a more central location. It also is examining its zoning options. Half of its Main Street and Old Town business districts are zoned as inland and half as coastal, the latter of which brings with it more stringent regulations. The city has asked the California Coastal Commission to approve some changes to the zoning code that would attract new businesses, including streamlining and lowering the cost of the permitting process. The city also proposed an amendment that would make it easier for people to access Old Town, such as better signage in parking lots, shuttle buses, and pedestrian-friendly improvements.

"Reducing regulations is a way we can support our small businesses," Asbury said of the city's proposal to the Coastal Commission. "We need to take advantage of every opportunity. If the Commission approves our amendments, and we hope they do, it will create great opportunity in our coastal zone and along our waterfront."



El Monte leaders celebrate the groundbreaking of the city's Chick-fil-A in September 2023. Photo courtesy of the city of El Monte.

Big box business brings benefits

It's not just small businesses that have thrived since the end of the pandemic. Big box stores, national chains, and franchises have increased their footprint in some cities as well. The Los Angeles County city of El Monte has undergone an economic renaissance over the last five years in part due to its success in attracting national chains.

Led by City Manager Alma Martinez and with the support of the city council, El Monte created a Business Resource Center to help developers with business licensing and entitlements, streamlining and expediting the often-cumbersome development process.

"In recent years, we have made businesses feel welcome, instead of daunted, in locating here," Martinez said. "We have brought a public-private mentality that has created a business-friendly environment that companies appreciate."

El Monte's efforts will culminate in a new 376,000-square-foot development opening later this year. Near Highway 10, the development will include a Target, Starbucks, Chick-fil-A, In-N-Out, and Raising Cane's. This one development alone will deliver approximately $770,000 annually in taxes to the city. An important consideration for the city, said Martinez, was Target. El Monte is a food desert, making the store's fresh vittles vital.



El Monte created a Business Resource Center to help developers with business licensing, permits taxes, and other services. Photo courtesy of the city of El Monte.

Cities as retail innovation hubs and public living rooms

If there's one takeaway from all three cities, it's that every economy eventually changes. Innovation is a must, even when there isn't a global pandemic. For some cities, this may mean revitalizing shopping districts or focusing on experiences and events. Others have chosen to prioritize manufacturing.

And for many, economic development also means focusing on public safety, walkability, and housing — creating a sense of place that injects vibrancy, civic pride, and identity into communities.

"Shopping districts where people want to congregate are a city's public living room," said Main Street's Elliott. "When you combine shopping opportunities with coffee shops, restaurants, art and theater, and fun events, you have the crucial ingredients for creating community and downtown vitality."