



CITY COUNCIL REGULAR MEETING

Monday, October 02, 2023 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, October 2, 2023, 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 MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT:

Zoom Meeting Link:

<https://us06web.zoom.us/j/81193397821?pwd=UGdrRTcyaFFac3o0b2JQK2FmMTRyUT09>

Dial: (669) 444-9171

Meeting ID: 811 9339 7821

Passcode: 906625

MEMBERS OF THE PUBLIC WILL BE GIVEN THE OPPORTUNITY TO PROVIDE COMMENTS.

THIS MEETING WILL BE LIVE STREAMED ON THE CITY'S WEBSITE AT www.sonoraca.com.

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.

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.

2. 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.
3. 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.
4. 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

REPORT OUT OF CLOSED SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

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. If participating via Zoom, please raise your hand using the Raise Your Hand feature or dial *9 (*6 to unmute).*

PRESENTATIONS

5. Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.
6. Receive the Quarterly Report and a Presentation from Visit Tuolumne County.

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 \$162,997.78 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 and authorize the Mayor to sign the letter of support in favor of the Pacific Gas and Electric (PG&E) Company 2023 Plan to place 2,100 miles of power lines underground by 2026 to reduce wildfire risk; Melissa Eads, City Administrator.

9. Consider approval of Resolution No. 10-02-2023-A, a resolution of the City Council of the City of Sonora authorizing the City Administrator to execute a Lease and Operation Agreement with the Sonora Chamber of Commerce for the Sonora Opera Hall; Melissa Eads, City Administrator.
10. Consider approval of the Contract between the City of Sonora (City) and the Sonora Chamber of Commerce (Chamber) in the amount of \$50,000 for downtown City event management services and marketing as approved in the FY 23-24 Final Budget; Melissa Eads, City Administrator.
11. Consider authorization of the closure of Bradford Street, from Washington to Green Street, and the possession and consumption of beer and wine, from 4:30 p.m. to 8:30 p.m., during the Sonora Chamber of Commerce's 2nd Saturday Art Night and on the 4th Saturday of each month from October 2023 through October 2024; Rachelle Kellogg, Community Development Director.
12. Consider award to Golden State Fire Apparatus for the not-to-exceed amount of \$509,504.25 to purchase a Type 3 Wildland Urban Interface Fire Engine and authorize the City Administrator to sign the purchase contract and all related project documents; Aimee New, Fire Chief.

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

MEETING DATE: October 2, 2023
TO: City Council Members
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

MEETING DATE: October 2, 2023
TO: City Council Members
FROM: Melissa Eads, City Administrator
SUBJECT: Visit Tuolumne County Quarterly Report Presentation

RECOMMENDATION

Receive the Quarterly Report from Visit Tuolumne County.

DISCUSSION

Visit Tuolumne County will give a presentation on its first quarter marketing update.

FISCAL IMPACT

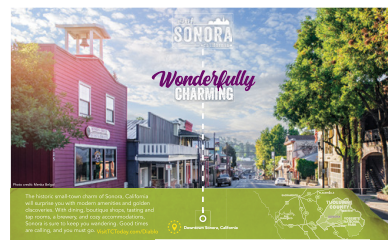
No fiscal impact to the General Fund.

SONORA: HISTORIC AND PRESENT CHARM
Nestled in the Sierra Nevada foothills, the city of Sonora is situated neatly on the path from the East Bay to the natural wonders of Yosemite National Park and Stanislaus National Forest, as well as the historic charm of Tuolumne County and California Gold Country as a whole. But don't view Sonora as just a waypoint on your journey to somewhere else. Although Sonora might be known as the Queen of the Southern Mines, that moniker doesn't give enough credit to the wealth of experiences that can be mined from this Gold Rush town.

It's easy to be grumpy after a two- to three-hour drive, but any lingering frustrations will be swept away by the delightful small-town allure of Sonora. There's a reason why over 300 movies and TV series have been filmed in and around the city, including the pilot of *Little House on the Prairie*. There's a nostalgic winsomeness to downtown Sonora, but the shops and restaurants are wholly modern, even if they wink to the city's forty-niner past. Take a stroll and stop by the Local Collective to pick up items crafted (you guessed it) locally, admire stunning depictions of landscapes and wildlife at Aloft Art Gallery, then grab a drink and a bite to eat at the Sonora Brewing Company.

If you want to learn more about the history that led to the founding of Sonora, check out the Tuolumne County Museum. Located in the old Tuolumne County jail, which housed prisoners from 1866 to 1960, the museum tells the tales of not only the Indigenous people who once dwelled on this land and the forty-niners who came to dig gold out of it, but also of those who were once imprisoned within the former jail's walls.

A number of the nearby lodgings are equally history-filled, including 1880s Royal Olive Manor. But regardless of where you choose to stay, choose to eat, or what time of year you choose to visit, it is hard to go wrong in Sonora.



DIABLO MAGAZINE

Online Circulation:
18,920
Unique Visitors
Monthly

Print Distribution:
40,000

Email Newsletter
Subscribers:
15,000

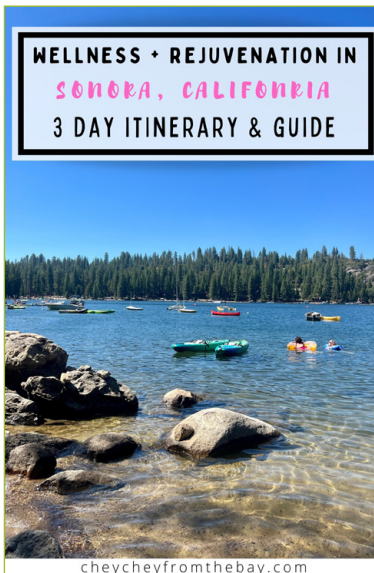


OFFICIAL CALIFORNIA VISITORS GUIDE

Online Circulation:
874,478

Print Distribution:
500,000

ADVERTISING



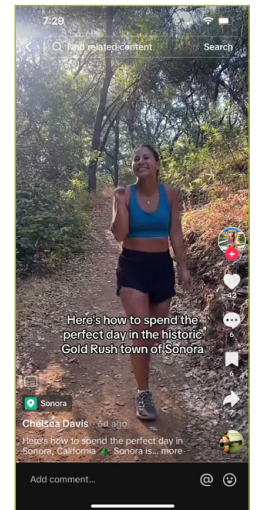
How To Spend The Best Wellness Getaway In Sonora, The Heart Of California's Gold Country

Nestled within the captivating landscape of the Sierra Nevada foothills, Tuolumne County beckons with a rhythmic allure — its very name, "Tuolumne" (pronounced to-doo-um-ne) evoking the invitation to "Follow Me." Situated about two and a half hours east of San Francisco, it's a beautiful area encompassing three regions: the iconic Yosemite, Gold Country and the High Sierra. It's known as a destination for all seasons. From winter to summer, each season offers its own set of adventures, scenery and overall highlights, with each tied to the ebb and flow of nature.



For those that haven't explored this part of California before, Sonora was established in 1848 and is known as the "Queen of the Southern Mines." Located in the heart of California's gold country, the town is a regional gem with a lot to offer. As a result, there's a ton of history to discover and plenty of opportunities to immerse yourself in this region's natural beauty. A couple of my favorite places to explore include Railroad 1887 State Historic Park and the Columbia State Historic Park. For more on these spots, check out my last blog post!

Sonora is a great place to stay for a few nights on your way to Yosemite, which is only about an hour away, or other nearby scenic destinations like Stanislaus National Forest and Pinecrest Lake. It offers a charming main street (Washington Street) lined with restaurants, bars, boutique shops and historic points of interest. Moreover, there are plenty of places to hike nearby. Sonora effortlessly blends the quaint charm of a small town with the vibrant energy of a modern city.



Blog post:

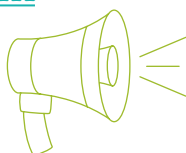
cheycheyfromthebay.com

Facebook • Threads • TikTok • Instagram:

[@cheycheyfromthebay](https://cheycheyfromthebay)

Links to social media posts:

[Facebook one](#) • [Facebook two](#) • [Threads](#) • [TikTok one](#) • [TikTok two](#)
[Instagram one](#) • [Instagram two](#) • [Instagram story](#)



Followers:

23k+

Targeted Age Group:

25-34

Impressions:

1.6M



FAMILIARIZATION TOURS



Newsletter Template

VTC staff worked with their graphic designer to create a City of Sonora Quarterly Newsletter. The newsletter was printed out and available for pick up at City Hall. VTC also built an e-newsletter and distributed it via email.

809 Recipients	12.3% Click Rate
304 Total Clicks	53.1% Open Rate



City of Sonora Social Media Optimization

Instagram • Facebook • TikTok
LinkedIn • Google My Business

VTC staff worked with their social media agency, Diamond Digital Co. to develop new social media channels. The VTC Staff and Diamond Digital Co. are working to recover the City of Sonora's Facebook channel, and have some tactics to regain followers on a new Facebook channel if the old one cannot be recovered.

Photo Shoot



VTC worked with Chelsea Davis, Chey Chey From the Bay, to capture lifestyle photos while she was in destination for her wellness promotion. VTC gained rights to 50 photos.

Visit Sonora Logo

Aligning with the Visit Tuolumne County Brand, our graphics team, with the direction of VTC staff, designed a Visit Sonora logo to use to promote the City of Sonora on advertising efforts. The logo features Sonora's cityscape, pairing historic charm with its bold attention-grabbing color palette.



Community Sponsorship

Visit Tuolumne County continues to support local non-profit organizations to provide sponsorship, destination development, beautification, and public arts support. This quarter VTC sponsored the Second Saturday Art Night.

National Geographic UK



VTC worked with their UK public relations agency to secure a journalist and photographer to visit Tuolumne County and produce an article. *National Geographic UK* published a 10-page print article on Tuolumne County including the City of Sonora in their September issue. The article was picked up by *National Geographic US* and published online as well.

PRINT Online Circulation: 48,100 Estimated Advertising Value: \$113,645	ONLINE Unique Visitors Monthly: 8.57M Estimated Advertising Value: \$79,288
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Sunset Travel Award



Visit Tuolumne County nominated Downtown Sonora for a Sunset Travel Award and they won as one of the Best City Getaway in the Western US. Sunset Magazine is a Western US lifestyle online and print publication that was founded in 1898. They have a print audience of 1.4 million and their online publications reach 3.8 thousand unique monthly visitors. As a winning destination, Downtown Sonora is highlighted in an online publication and in the October/November print edition of Sunset Magazine.

Sonora in the News

As a result of our ongoing media outreach, the City of Sonora has been featured in seven articles. These articles have reached 13.7M unique visitors monthly and have an estimated advertising value of \$127K.





CITY COUNCIL AGENDA REPORT

MEETING DATE: October 2, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$162,997.78 for payroll

RECOMMENDATION

Consider approval of disbursements in the amount of \$162,997.78 for payroll, including employee salaries, employer and employee taxes, retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

DISCUSSION

This payroll was the second (2nd) payroll of the month, which was an expected amount.

This payroll is the 6th payroll of 26 for FY23-24, we would have expected to expend 23.07% of the budgeted amount. In total, we have expended 20.55% 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

MEETING DATE: October 2, 2023

TO: City Council Members

FROM: Melissa Eads, City Administrator
Chris Gorsky, Administrative Services Director

Authorize the Mayor to Sign the Letter of Support of the Pacific Gas and Electric (PG&E) 2023 Plan to Place 2,100 Miles of Power Lines Underground by 2026 to Reduce Wildfire Risk.

RECOMMENDATION:

Consider and authorize the Mayor to sign the letter of support in favor of the Pacific Gas and Electric (PG&E) Company 2023 Plan to place 2,100 miles of power lines underground by 2026 to reduce wildfire risk.

BACKGROUND:

The City of Sonora is working with PG&E to evaluate the above-ground lines within the incorporated City limits. While there are several projects within the City Sphere, one was recently completed on Greenley Road and Mono Way to provide for redundancy and safety of the Sonora Regional Medical Center, no other projects have been proposed in the incorporated City limits.

PG&E has reached out to Staff to support our infrastructure efforts, to partner in reducing fire risk, and to work towards alleviating the outages which have now become our norm as a result of short-term mitigation such as Public Safety Power Shut-off (PSPS) and Enhanced Powerline Safety Settings (EPSS).

Most immediately, given the recent outages and impacts on communication, PG&E is researching opportunities to assist the City in bringing a sustainable source of power to Police communication towers. PG&E has also toured the City of Sonora to see firsthand our concerns with the overhead power lines including the need for fuel reduction under the lines and undergrounding. While funding decisions are risk-based and the determination of prioritization is still underway, these efforts demonstrate a commitment to our community, and a willingness to bring both short-term and long-term relief to the issues. City Staff will continue to advocate for this level of investment in the City and ask that priority be given to high-fire severity zones.

That said, the California Public Utilities Commission (CPUC) has proposed to reduce the scope of the PG&E Plan to place 2,100 miles of power line underground. The CPUC proposal would reduce the amount of undergrounding of power lines to 200 miles in alternate one and 973 miles of undergrounding in alternate two. The two alternatives would increase rates by 9% and 13%, versus PG&E's proposed 26%. PG&E has said that current PSPS and EPSS are short-term risk mitigation measures, and the City only supports rate increases, during this time of ongoing inflation, if they are spent on long-term solutions. In order for City goals to be realized, we must support our partners in implementation. For these reasons,

Staff recommends approval of the attached Letter of Support to the California Public Utilities Commission on behalf of PG&E.

FISCAL IMPACT:

No General Fund impacts.

President Alice Reynolds
California Public Utilities Commission
505 Van Ness Ave,
San Francisco, CA 94102

President Reynolds –

On behalf of the residents of the City of Sonora, I am writing to express deep concern over the Commission's Proposed and Alternate Proposed Decisions for Pacific Gas and Electric's 2023 General Rate Case, specifically the extreme reductions in the company's plans to place 2,100 miles of power lines underground by 2026 to reduce wildfire risk.

While no part of California has been truly spared from the devastating impact of wildfire, communities like Sonora, in the Sierra's have experienced some of the most significant impacts. PG&E's efforts to underground electrical equipment is critical to the ongoing safety of our community, which ranks among the highest projected areas of wildfire risk according to the Climate and Economic Justice Screening Tool.

While there is no single solution to California's ongoing wildfire crisis, undergrounding electric lines in high-risk areas is the best long-term solution to keep customers and communities safe. Underground lines are not vulnerable to tree strikes caused by high winds and are better protected from wildlife, objects, and environmental conditions that cause degradation and failure. Consequently, placing overhead lines underground reduces ignition risk by approximately 98 percent.

In both its proposed and alternate proposed decisions, the Commission plans to dramatically reduce the scope of PG&E's undergrounding program, instead directing the company to continue using mitigation tactics such as its Enhanced Powerline Safety Settings (EPSS) and Public Safety Power Shutoff (PSPS) program in an attempt to achieve the level of risk reduction that would come from undergrounding at the scale that PG&E initially proposed at a lower cost to customers.

In multiple public and private meetings, PG&E has informed us that the EPSS and PSPS programs are intended to be short-term risk mitigation measures that will remain in place until more permanent solutions, such as undergrounding can be put in place. The Commission's decisions ignore this dialogue and are instead directing PG&E to continue implementing EPSS and PSPS outages as a risk mitigation factor for the foreseeable future, despite their well-documented impact on electric reliability.

Residents and businesses throughout Sonora have experienced dozens of EPSS outages this year alone, and the notion that our community must continue to endure such outages in perpetuity is simply unacceptable. This is especially true given that PG&E is proposing a permanent solution to such concerns through its undergrounding program and has spent more than two years building up a program to put electrical equipment underground.

Undergrounding the more than 2,000 high fire threat line miles, as was proposed in PG&E's General Rate Case filing, would reduce the need for the EPSS and PSPS programs, leading to greater electric reliability in the region while also keeping our community safe.

Simply put, our community will be significantly less safe because of the Commission's Proposed and Alternate Proposed Decisions, while still having to endure the frequent and long-duration EPSS outages that were intended to be a short-term mitigation.

We ask the Commission to revisit its Proposed and Alternate Proposed Decisions, and instead authorize PG&E to move forward with the more than 2,000 miles of undergrounding it has planned for California's most at-risk communities.

Sincerely,

Mark Plummer, Mayor
City of Sonora



CITY COUNCIL AGENDA REPORT

MEETING DATE: October 2, 2023

TO: City Council Members

FROM: Melissa Eads, City Administrator
Douglas L. White, City Attorney

SUBJECT: Resolution No. 10-02-2023-A, A Resolution of the City Council of the City of Sonora Authorizing the City Administrator to Execute a Lease and Operation Agreement with the Sonora Chamber of Commerce for the Sonora Opera Hall

RECOMMENDATION:

Consider and approve Resolution No. 10-02-2023-A, a resolution of the City Council of the City of Sonora authorizing the City Administrator to execute a Lease and Operation Agreement with the Sonora Chamber of Commerce for the Sonora Opera Hall.

BACKGROUND:

The City of Sonora (the “City”) currently owns and operates Sonora’s Opera Hall (the “Opera Hall”). The Opera Hall provides City residents and the visiting public with an event space in the City’s Historic Downtown.

The Sonora Chamber of Commerce (the “Chamber of Commerce”) has made a proposal to the City to operate the Opera Hall on the City’s behalf. Due to the City’s budgetary constraints, if the City continues to operate the Opera Hall, it will be difficult to maintain the Opera Hall’s current levels of operations. If the Chamber of Commerce operates the Opera Hall on the City’s behalf, the Opera Hall can be maintained with minimal interruptions in operations.

DISCUSSION / ANALYSIS:

The proposed resolution (the “Resolution”) if approved, will authorize the City Administrator to execute a lease agreement (the “Agreement”) to lease the Opera Hall to the Chamber of Commerce for one (1) year, subject to any minor amendments that are approved by the City Attorney. In exchange, the Chamber of Commerce will pay the City rent in the amount of One Dollar (\$1.00) per year and operate the Opera Hall on the City’s behalf.

Under the Agreement, the Chamber of Commerce would lease and operate the Opera Hall and would provide advertising and promotion of the Opera Hall. As part of its management of the Opera Hall, the Chamber of Commerce would be responsible for:

1. Addressing all inquiries regarding the use of the Opera Hall.
2. Administering all rental agreements and collecting, reviewing, and retaining all related information and documents for those rentals, with the City’s review and assistance.
3. Coordinating any necessary licenses for events.

4. Providing potential renters with tours of the Opera Hall.
5. Providing rental information, including pre-approved cleaners, caterers, and bartending services.
6. Providing audio-visual equipment for Opera Hall events.
7. Coordinating with the City to provide cleaning supplies for rentals.
8. Providing deep cleaning services every other Monday.
9. Providing piano tuning services prior to and following each usage of the piano.

The Chamber of Commerce would also collect security deposits for any rentals of the Opera Hall and provide the City's Public Works Department with the deposit in the event the Opera Hall is damaged. That security deposit would be used to address the damage at the Opera Hall by the City's Public Works Department.

In marketing the Opera Hall under the Agreement, the Chamber of Commerce will include the Opera Hall on its website and provide links to Visit Tuolumne County and the City of Sonora webpages as part of that information. Additionally, the Chamber of Commerce will pursue opportunities for partnerships with local hotels to encourage more groups to use the Opera Hall and the local hotels for events and conferences, especially during the shoulder season. The Opera Hall will also be advertised in the Sonora magazine and the Sonora Chamber Connect newsletter.

FISCAL IMPACT:

The fiscal impact of the proposed lease of the City-owned Opera Hall to the Sonora Chamber of Commerce includes an annual lease payment to the City of \$1 and net revenues split 50/50 between the City and the Chamber. With the City continuing to pay for maintenance and utilities plus the Chamber of Commerce researching the fee structure so that it will be more competitive it is expected that the total cost to the General Fund will be similar to past years or improve.

The historical impact on the City's General Fund is shown below:

Opera Hall					
Historal Fiscal Impact to General Fund					
	FY18/19	FY19/20	<i>Covid Affected</i> FY20/21	<i>Covid Affected</i> FY21/22	FY22/23
Total Revenues	\$27,028	\$20,395	\$575	\$10,903	\$22,250
Total Expenditures	\$70,771	\$72,436	\$47,637	\$42,672	\$45,232
Total Cost to G/F	-\$43,743	-\$52,041	-\$47,062	-\$31,769	-\$22,982
General Fund Contribution (Maint/Utils)	\$25,711	\$24,932	\$21,696	\$24,953	\$32,429

ENVIRONMENTAL:

The Resolution is not a "project" under the California Environmental Quality Control Act. (Cal. Pub. Resources Code Section 21065).

OPTIONS:

1. Adopt the Resolution.
2. The City Council may continue the item and request additional information and analysis from staff;
or
3. Reject the Resolution.

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. 10-02-2023-A**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LEASE AND OPERATION AGREEMENT WITH THE SONORA CHAMBER OF COMMERCE FOR THE SONORA OPERA HALL**

WHEREAS, the City of Sonora (the "City") owns a certain parcel together with all rights and privileges arising in connection therewith located at 250 S. Washington Street, Assessor Parcel Number 002-152-061-000, in the City of Sonora, County of Tuolumne, State of California (the "Property"); and

WHEREAS, the City owns and operates Sonora's Opera Hall (the "Opera Hall") at the Property; and

WHEREAS, the Opera Hall provides City residents and the visiting public with an event space in the City's Historic Downtown; and

WHEREAS, the Sonora Chamber of Commerce (the "Chamber of Commerce") has made a proposal to the City to operate the Opera Hall on behalf of the City, and the City desires to retain the Chamber of Commerce to operate the Opera Hall, subject to the terms and conditions set forth in the lease and operation agreement (the "Agreement"); and

WHEREAS, allowing the Chamber of Commerce to operate the Opera Hall on behalf of the City, will ensure that the Opera Hall will continue to provide City residents and the visiting public with an event space in the City's Historic Downtown; and

WHEREAS, the City desires to lease the Property to the Chamber of Commerce as set forth in the Agreement. The City desires to grant the Chamber of Commerce the right to use the Property in accordance with the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City of Sonora City Council hereby approves the Lease and Operation Agreement between the City of Sonora and the Chamber of Commerce, attached hereto as Exhibit A. The City Administrator is hereby authorized to execute the Agreement, subject to any revisions approved by the City Attorney, and to perform all acts necessary and incidental to carry out the purposes of this Resolution.

PASSED, APPROVED, AND ADOPTED AS A RESOLUTION BY THE SONORA CITY COUNCIL AT A MEETING HELD BY THE CITY COUNCIL ON THE 2ND DAY OF OCTOBER 2023, BY THE FOLLOWING VOTE:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

Tracy Skelly
City Clerk, City of Sonora

Mark Plummer
Mayor

Resolution No. 10-02-2023-A

LEASE AND OPERATION AGREEMENT

This **LEASE AND OPERATION AGREEMENT** (“Agreement”) is executed this 2nd day of October 2023 (“Effective Date”), between the City of Sonora, a California municipal corporation, hereinafter referred to as “City” or “Lessor,” and the Sonora Chamber of Commerce, a 501(c)(6) nonprofit organization, hereinafter referred to as the “Lessee.” Lessor and Lessee may be referred to in this Agreement collectively as the “Parties.”

RECITALS

A. Lessor owns a certain parcel together with all rights and privileges arising in connection therewith located at 250 S. Washington Street, Assessor Parcel Number 002-152-061-000, in the City of Sonora, County of Tuolumne, State of California, more generally described in **Exhibit A** incorporated herein (collectively, the “Property”).

B. Lessor owns and operates Sonora’s Opera Hall (the “Opera Hall”) at the Property.

C. The Opera Hall provides City residents and the visiting public with an event space in City’s Historic Downtown.

D. Lessee has made a proposal to Lessor to operate the Opera Hall on behalf of the Lessor, and the Lessor desires to retain Lessee to operate the Opera Hall, subject to the terms and conditions set forth in this Agreement.

E. Allowing Lessee to operate the Opera Hall on behalf of the Lessor will ensure that the Opera Hall will continue to operate and provide City residents and the visiting public with an event space in the City’s Historic Downtown.

F. Lessor desires to lease the Property to Lessee for the purpose of operating the Opera Hall in exchange for the rights set forth in this Agreement. Lessor desires to grant Lessee the right to use the Property in accordance with the terms of this Agreement.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 26 of this Agreement, Sections 1 through 26 shall prevail.

Section 2. Term. The term of this Agreement shall be for one (1) year, commencing on October 1, 2023, and terminating on September 30, 2024 (the “Term”). The Parties may agree to renew this Agreement annually based on mutually agreeable conditions by the express written consent of both Parties. Either Party may terminate this Agreement with ninety (90) days written notice, pursuant to the notice requirements set forth in this Agreement.

{CW132322.2}

Section 3. Lease of Property. Lessor hereby leases to Lessee the Property, and Lessee hereby leases the same from Lessor for the Term of this Agreement. Lessor reserves the right to use the Opera Hall for City events and shall notify the Chamber of Commerce of any planned City events at the start of each Term. If the City plans additional events at the Property after the start of the Term, City shall notify the Chamber of Commerce as soon as City becomes aware of the event.

Section 4. Rent. Lessee shall pay Lessor rent in the amount of One Dollar (\$1.00) per year (“Rent”) for the length of the Term of this Agreement to lease the Property. Rent shall be payable on the first business day of the month. Lessee shall commence with paying Rent on October 1, 2023, payable to the City of Sonora, 94 N. Washington Street., Sonora, CA 95370, Attention: City Administrator.

Section 5. Services. Lessee agrees to operate the Opera Hall on behalf of the Lessor during the Term of this Agreement as described in **Exhibit B** (the “Services”). Lessee shall perform the Services in a manner considered satisfactory by the Lessor. Except for any items provided by the Lessor, the Lessee shall provide personnel, equipment, materials, information, and administrative assistance, which may be required to perform its obligations under this Agreement. Lessor shall cooperate with the Lessee and shall not actively interfere with the Lessee’s performance of Services under this Agreement.

Section 6. Revenues from Operation of Opera Hall. The Opera Hall’s net revenue shall be split equally (50/50) between the Parties. Lessee shall research and restructure the Opera Hall rental fee structure to be competitive in the marketplace for event spaces of similar size. Revenues are to be remitted quarterly by the 15th day of the month following the quarter's end.

Section 7. Accounting. Lessee agrees to account for all revenues from performing the Services and keep complete books and records of revenues in accordance with generally accepted accounting practices and in a form approved by the Lessor. Lessee shall make available for review and submit to audit by the Lessor all such books and records, and other records that are relevant to this Agreement, upon the Lessor’s request and without any prior notice.

Section 8. Permitted Use. Lessee may use and access the Property for the sole purpose of performing the Services (“Permitted Use”).

Section 9. Fixtures. Lessee shall make investments to make the Opera Hall more attractive to potential renters such as purchasing a big-screen TV and other materials necessary to make the space rentable for meetings. Otherwise, Lessee shall not make any alterations or additions to the Property without prior written consent of Lessor. Lessee further agrees not to use or keep on the Property any article which the Lessor’s Risk Management Authority may deem hazardous, which would increase the rate of Lessor’s insurance premium.

Section 10. Waste or Nuisance. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code or under City’s Municipal Code on said Property, and Lessee shall not use or permit the use of said Property for any unlawful purpose.

Section 11. Utilities. Lessor shall continue to pay the utilities on the Property for the Term. This Agreement does not include additional utilities or other services not provided to the Property [CW132322.2]

at the time of the execution of this Agreement, and Lessee expressly leases the Property “as is.”

Section 12. Alterations and Repairs (Condition of Property). Lessee accepts the Property in its present condition. Lessee represents to Lessor that it has inspected the Property, that it has been assured by means independent of Lessor or any agent of Lessor of the truth of all facts material to this Agreement, and that the Property is being leased by Lessee as a result of its inspection and investigation and not as a result of any representation made by Lessor or any agent of Lessor. Lessee promises to keep the Property in a neat and sanitary condition and to immediately reimburse Lessor for any sums necessary to repair any portion of the Property due to misuse or negligence on the part of Lessee, its agents, or Lessee’s invitee(s).

Section 13. Real Property Improvements. Lessee may construct or install upon the Property only those real property improvements that are determined by the Lessor to be necessary and appropriate for the conduct by the Lessee of the Services. Construction or installation of real property improvements may occur only after written approval by the Lessor of the location, plans, and specification, and Lessor shall pay for the approved improvements unless agreed otherwise by the Parties. Unless otherwise provided by such written approval, all real property improvements, upon substantial completion, or otherwise constructed or installed by the Lessee shall immediately become the property of the Lessor.

Section 14. Maintenance. Except as limited in the paragraphs above, Lessor shall maintain the Opera Hall and shall be responsible for all repairs to the building resulting from ordinary use including floors, drapes, bathrooms, roof, handicap lift, and table and chair replacement.

Section 15. Subletting or Assignment. Lessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Property without the express written consent of Lessor. Neither shall Lessee sublet the Property or any part thereof nor allow any other person, other than Lessee, its agents, servants, and employees, to occupy the Property or any part thereof without the prior written consent of Lessor. Consent by Lessor to one assignment, subletting, or occupation of the Property by another person shall not be deemed consent to any subsequent assignment, subletting, or occupation of the Property by any person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it is voluntary or involuntary, by operation of law or otherwise, is void and may, at the discretion of Lessor, terminate this Agreement.

Section 16. Inspection by Lessor. Lessee shall permit Lessor or Lessor’s agents, representatives, or employees to enter said Property at all reasonable times for the purpose of inspecting the Property.

Section 17. Surrender of Property. On expiration or sooner termination of this Agreement, or any extensions or renewals of this Agreement, Lessee shall promptly surrender and deliver said Property to Lessor in as good a condition as it is now, at the date of this Agreement.

Section 18. Insurance Coverage. During the Term, Lessee shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best’s rating of no less than A VII and will provide Lessor with written proof of said insurance. Lessee shall maintain coverage as follows:

(a) *General Liability.* Lessee shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Permitted Use of the Property or the general aggregate shall be no less than One Million Dollars (\$1,000,000.00).

(b) *Worker's Compensation Insurance.* Lessee shall carry workers' compensation insurance as required by the California Labor Code.

(c) *Fire Insurance.* Each Party to this Agreement shall keep its interest in the Leased Space Area insured at its own expense against fire, extended coverage, and such other risks as it may choose.

(d) *Policy Obligations.* Lessee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(e) *Material Breach.* If Lessee for any reason fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. Lessor, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach.

(f) *Other Insurance Requirements.* Lessor shall be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and Lessee shall provide Lessor with current certificates of insurance evidencing Lessee's compliance with this section.

Section 19. Mutual Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other Party (the "Indemnified Party") and the other Party's elected and appointed council members, commissions, directors, officers, employees, agents, and representatives (collectively, "Indemnified Party's Agents") harmless from and against any and all actions, claims, loss, damage, injury (including, without limitation, disability, injury, or death of an employee of the Indemnifying Party or its subcontractors), costs or expenses (including reasonable attorneys' fees and court costs) to the extent they are caused by the negligence or willful misconduct of the Indemnifying Party or its employees, contractors, representatives, or agents, or anyone else that the Indemnifying Party controls (collectively "Indemnifying Party's Liabilities"). Such Indemnifying Party's obligations to defend, hold harmless, and indemnify the Indemnified Party shall not apply to the extent caused by the negligence, active negligence, or willful misconduct of Indemnified Party or any of them, but shall apply to all other liabilities.

The Indemnified Party: (i) shall promptly provide the Indemnifying Party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this section and provide the Indemnifying Party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Indemnifying Party; and (iii) shall fully cooperate with the Indemnifying Party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Indemnifying Party of its indemnity obligation, except (1) to the extent the Indemnifying Party can show it was prejudiced

by the delay; and (2) the Indemnifying Party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

Section 20. Liability of Lessor. Notwithstanding any other provision of this Agreement, in no event shall Lessor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 21. Default. Should Lessee default in the performance of any of the covenants, conditions, or agreements contained in this Agreement, or abandon the Property leased herein, Lessee shall have breached the Agreement and Lessor may, in addition to any other remedies provided by law, reenter and regain possession of said Property in the manner provided by the laws of unlawful detainer of the State of California in effect at that time. In addition, Lessor reserves the right to other remedies for breach in both law and equity. All rights and remedies of the Lessor, whether under this Agreement or applicable law, shall be cumulative.

Section 22. No Conflict of Interest. Lessee represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

Section 23. Attorney's Fees. Should any litigation be commenced between the Parties to this Agreement concerning said Property, this Agreement, or the rights and duties of either in relation thereto, the party, Lessor, or Lessee prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum for its attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Section 24. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or a similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier.

Notices will be addressed to the Parties as follows:

If to Lessee: Sonora Chamber of Commerce
 P.O. Box 3084
 Sonora, CA 95370

If to Lessor: City of Sonora
94 N. Washington Street
Sonora, CA 95370

And: White Brenner LLP
1414 K Street, Third Floor
Sacramento, CA 95814
Attention: Douglas L. White, Esq.

Either party may change its address for the purpose of this section by giving thirty (30) days prior written notice of such change to the other party in the manner provided in this section.

Section 25. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Lessee. Lessee shall not be responsible for any property-related taxes.

Section 26. General Provisions.

(a) *Governing Law and Venue.* This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, applicable to instruments, persons, and transactions having legal context and relations solely within the State of California. Venue for any action to enforce this Agreement shall be in the California Superior Court, in and for the County of Tuolumne.

(b) *Headings.* The descriptive headings of the sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

(c) *Compliance with Law.* Lessee agrees to comply with all federal, state, and local laws, orders, rules, and regulations applicable to Lessee's Permitted Use of the Property. Lessor agrees to comply with all laws relating to Lessor's ownership and use of the Property and any improvements on the Property.

(d) *Severability.* If this Agreement, in its entirety, is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(e) *Waiver.* Lessor's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by Lessor of such condition or right. Lessor's acceptance of Rent with knowledge of any default under the Agreement by Lessee shall not be deemed a waiver of such default, nor shall it limit Lessor's rights

with respect to that or any subsequent rights. It is further agreed between the Parties that the payment of Rent at any time shall not be a waiver to any unlawful detainer action unless Lessor in writing specifically acknowledges that this constitutes a waiver to the unlawful detainer action.

(f) *Sole and Only Agreement.* This instrument constitutes the sole and only agreement between the Lessor and Lessee with respect to the Property, the leasing of said Property to Lessee, or the Agreement Term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations regarding said Property or its leasing by either party, which are not expressly set forth in this Agreement, are null and void.

(g) *Amendment/Waiver.* This Agreement cannot be amended, modified, or revised unless done in writing and signed by Lessor and Lessee. No provision may be waived except in writing signed by both Parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(h) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(i) *Successors and Assigns.* All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors, and assigns.

(j) *Counterparts.* This Agreement may be executed in counterparts, and all so executed shall constitute an agreement that shall be binding upon the Parties.

(k) *Other Documents.* The Parties agree that they shall cooperate in good faith and agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(l) *Time is of Essence.* Time is expressly declared to be the essence of this Agreement.

(m) *Authority.* The Parties have full and complete authority to enter into this Agreement and to perform all acts and incur all obligations created under this Agreement without the consent or approval of any other person or entity. The Parties warrant that each is legally competent to execute this Agreement. When duly executed and delivered, this Agreement shall be valid and binding upon the Parties and shall be fully enforceable against the Parties in accordance with its terms.

(n) *Document Preparation.* The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

(o) *Advice of Legal Counsel.* Each party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(p) *No Joint Venture.* Neither this Agreement nor any Rent payments shall constitute or create any form of association, joint venture, partnership, or cooperative activity, of any nature

whatsoever, for any purpose between Lessor and Lessee. Neither this Agreement nor the Rent payments hereunder shall constitute or create a trust, express or implied, for the benefit of Lessor or any other persons. Lessee shall be deemed to be an independent contractor, and the Services provided by the Lessee shall be solely the responsibility of the Lessee.

[Signatures on the following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Lessor and Lessee this ____ day of _____ 20____, at Sonora, Tuolumne County, California.

LESSOR:

CITY OF SONORA

By: _____

Date: _____

Attest:

By: _____
Tracy Skelly, City Clerk

Date: _____

Approved as to Form:

By: _____
Douglas L. White, City Attorney

Date: _____

LESSEE:

SONORA CHAMBER OF COMMERCE

By: _____

Date: _____

EXHIBIT A Legal Description



SONORA OPERA HALL

Address:	250 South Washington Street, Sonora, CA 95370
Built/Acquired:	1885/1985
No. Stories:	1
Basement:	No
Total Square Feet:	7240
Occupancy:	HOZMULUSE1 – COMMUNITY CENTER
Frame Type:	WD – WOOD
GPS Lat & Long:	37.981723, -120.382262
Fire Alarm:	FIRE ALARM – MANUAL 100%, AUTOMATIC 100%
Services:	AIR CONDITIONING - CENTRAL, ELECTRICAL, HEATING – CENTRAL, PLUMBING
Features:	BALCONY, CANOPY (192sqft), MEZZANINE (952sqft)

EXHIBIT B Services

Specific Opera Hall Management Duties. Subject only to the limitations set forth in this Agreement, Lessee hereby agrees to undertake and assume, full and complete responsibility and discretion in the management and operation of the Opera Hall during the term of this Agreement, including:

1. Field all Opera Hall inquiries including phone calls and email inquiries;
2. Process all paperwork, including insurance riders, related to the Opera Hall. Lessee shall provide copies of all paperwork to Lessor and shall seek input from Lessor as necessary to complete paperwork;
3. Coordinate all Alcohol Beverage Control (ABC) licenses for the Opera Hall;
4. Meet Opera Hall renters for the initial walkthrough, delivery of keys, and walkthrough after the event;
5. Provide a list of pre-approved cleaners for the Opera Hall;
6. Provide a list of pre-approved caterers for Opera Hall events;
7. Offer and provide bartending services for Opera Hall events;
8. Offer and provide movie screen and sound system for rent at Opera Hall events;
9. Replace all cleaning supplies and will coordinate with public works to order the supplies;
10. Arrange and pay for the Opera Hall to be deep cleaned every other Monday as per the Opera Hall's current arrangement;
11. Pay the piano tuner prior to and after each usage of the piano.

Lessee shall collect and deposit rental security deposits prior to events in accordance with the Opera Hall's current practice. Lessee shall refund security deposits after events unless there is any damage to the Opera Hall, and then Lessee shall immediately contact the City's Public Works Department and send the deposit to the City.

Lessee shall market the Opera Hall. Lessee will create a "Sonora Opera Hall" page on Sonora Chamber of Commerce website and provide links to Visit Tuolumne County and the City of Sonora. Lessee plans to develop relationships with signature hotels who are looking for meeting spaces to drive more groups to their hotels, especially during their shoulder season. Lessee shall leverage Visit Tuolumne County's assets of the Opera Hall that have already been produced. Lessee will advertise the Opera Hall in the Sonora magazine and the Sonora Chamber Connect newsletter, and Lessee shall create collateral materials, make announcements at Sonora Chamber of Commerce Mixers, and use Lessee's social channels to reach local and out-of-county individuals.

Lessee shall provide an annual report to Lessor at the end of each fiscal year.



CITY COUNCIL AGENDA REPORT

MEETING DATE: October 2, 2023

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Approval of a Contract Between the City of Sonora and the Sonora Chamber of Commerce in the Amount of \$50,000 for City Event Management and Marketing.

RECOMMENDATION:

Consider and approve the Contract between the City of Sonora (City) and the Sonora Chamber of Commerce (Chamber) in the amount of \$50,000 for Downtown City event management services and marketing as approved in the FY 23-24 Final Budget.

BACKGROUND:

The City of Sonora has reduced Community Development Staffing levels consistently over the past 10 years, going from five (5) full-time employees to one (1). The Community Development Director, Rachelle Kellogg, is planning to retire in December.

The Sonora Chamber of Commerce has made a proposal to the City to provide event management and marketing services. The Sonora Chamber of Commerce is a community partner with a history of hosting Downtown events on behalf of the City including 2nd Saturday and Christmas Town. If the Chamber of Commerce fulfills the Scope of Services as outlined, this year's Downtown events can be maintained with minimal interruptions in operations.

DISCUSSION / ANALYSIS:

The proposed Contract, if approved, will authorize the Chamber of Commerce to fulfill the functions outlined in Exhibit A for one (1) year, subject to any minor amendments that are approved by the City Attorney. The contract will be evaluated annually. Under the Contract, the Chamber of Commerce would commit to executing a minimum of five (5) events for the City of Sonora. Those events will include the Spring Sidewalk Sale, a cultural Celebration to be determined by a Downtown Event Committee, the Christmas Parade, Christmas Town Sonora, and Trick or Treat Street. Services include event management, coordination, marketing, and staffing. The Chamber will also work to seek donations, building sustainable funding for events beyond City sources. City Staff will continue to be responsible for all public safety and public works functions of events.

FISCAL IMPACT:

The fiscal impact of the contract between the City of Sonora and the Sonora Chamber of Commerce for the Downtown City event management services and marketing includes \$50,000 paid to the Chamber offset by City staff savings of approximately \$16,000, plus the application of the benefit zone fees collected for these City events, making the contract effectively financially neutral to the City.

ENVIRONMENTAL:

The Resolution is not a “project” under the California Environmental Quality Control Act. (Cal. Pub. Resources Code Section 21065).

OPTIONS:

1. Approve the Contract.
2. The City Council may continue the item and request additional information and analysis from staff.
3. Reject the Contract.

ATTACHMENTS:

Contract



City of Sonora

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

Chamber of Commerce Event Management and Marketing

This Agreement is made and entered into as of the _____, day of _____, 2023 by and between the **CITY OF SONORA**, a municipal corporation ("City"), and Sonora Chamber of Commerce (Consultant").

RECITALS:

- A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. The Scope of Services will be evaluated on an annual basis.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$50,000**. In no event shall Consultant's compensation exceed \$50,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. City will pay Consultant 50% of the total compensation in October and the remaining balance in June.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

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

8. Consultant's Books and Records.

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

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

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

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

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

10. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

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

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

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

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

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third-party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third-party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

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

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City: City of Sonora
94 N Washington Street
Sonora CA 95370
Attention: Melissa Eads, City Administrator

If to Consultant: Sonora Chamber of Commerce
139 S. Washington Street
Sonora, CA 95370
Attention: Katie Dunn, Executive Director

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SONORA:

Sonora Chamber of Commerce

By: _____
Melissa Eads,
City Administrator

By: _____
Katie Dunn,
Executive Director

ATTEST:

Tracy Skelly, City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney

EXHIBIT A

SCOPE OF SERVICES Limited to \$50,000

The Historic Sonora Chamber of Commerce Scope of Work for the City of Sonora

The Historic Sonora Chamber of Commerce is thankful and honored to present this proposal to the City of Sonora. We have had a long-standing relationship with the City of Sonora hosting many existing events for the community benefit including the 2nd Saturday.

Downtown Event Coordination Scope of Work: - \$50,000

The Sonora Chamber will commit to organizing and executing a minimum of five (5) events for the City of Sonora. Based on the survey results and input from the city, those events for the 2023-2024 contract will be the Spring Sidewalk Sale, a Cultural Celebration to be determined by a Downtown Event Committee, The Christmas Parade, Christmas Town Sonora and Trick or Treat Street. All costs for managing the events will be covered by the Chamber and covered in the agreement not to exceed the amount of the contract. The Chamber will continue to seek donations for all events, working to establish sustainable contributions beyond the City's contribution.

Volunteer/ Committee Management

The Sonora Chamber of Commerce has created a volunteer database to be used for all downtown events. The Chamber will continue to recruit volunteers and will be able to staff events such as the Christmas Parade, 2nd Saturday Art Night, Christmas Town Sonora, Trick or Treat Street, and other events as needed. The Chamber has recently formed a 2nd Saturday Art Night/Event Committee and we are in discussion about creating a new event for Downtown Sonora in the fall of 2024.

The Sonora Christmas Parade Shared Responsibility

The Sonora Christmas Parade will be a shared responsibility between the Sonora Chamber of Commerce, Visit Tuolumne County, and the City of Sonora.

City of Sonora's Responsibility

The City of Sonora will continue to be responsible for all street closures, signage, traffic control, and operational plans through the Sonora Police Department and Caltrans. The City of Sonora will add the Historic Sonora Chamber of Commerce to its insurance policy for this event.

Visit Tuolumne County's Responsibility

Visit Tuolumne County will be the point organization to collect and input all parade entries into the parade database. VTC will shadow the City on this project in 2023 and take 100% responsibility in 2024. In addition, VTC will work with the City to plot all entries into the City's parade map.

Sonora Chamber's Responsibility

The Sonora Chamber will recruit, organize, and direct all volunteers in the staging area. The Chamber will shadow Rachelle Kellogg and assign a volunteer to each of her team members in 2023 and then take 100% responsibility in 2024. The Chamber will work in coordination with the City for the encroachment

requirements with Caltrans. The Sonora Chamber will coordinate the staging areas with Clarke Broadcasting for the parade announcements. The Sonora Chamber will incur all of the costs of the radio announcement stages, porta-potties, and Santa & Mrs. Claus' contract.

- Migrate the 2022 "paper" parade applications to an online database
- Coordinate and contract with Santa & Mrs. Claus
- Coordinate with Public works for Christmas Tree for Red Church and Santa's Village set up in Courthouse Park
- Coordinate and contract with a sound company for 3 announcement stands
- Coordinate the announcers with Clarke Broadcasting
- Coordinate and contract for the sanitation facilities with El Dorado Septic
- Attend meetings with the City, Police & Fire, Caltrans and Public Works (3-4 meetings)
- Attend parade entry placement meetings on November 16th & 17th with Rachelle
- Enlist 12 volunteers for the staging area to shadow Rachelle and her family
- Coordinate a carriage for the Mayor & City Council to ride in
- Provide the signage for the carriage
- Communicate with the Downtown Merchants

Sonora Christmas Town

Sonora Chamber's Responsibility

- Acquire special use permits for the Fire Museum, Linoberg Street, and Coffill Park
- Coordinate with the County for the use of Courthouse Park for Christmas Tree Lane
- Contact Lowes for discounted Trees for Christmas Tree Lane and distribute them to Non-profits
- Contact and communicate with over 50 nonprofits regarding Christmas Tree Lane
- Coordinate with the City's Public Works department regarding setting up Santa's house and other decorations and the Christmas Tree at the Red Church.
- Contract with John LaTorre for the installation and takedown of the lights at St. James Episcopal Church and Courthouse Park
- Arrange entertainment, sound, decorations, cross guards, and volunteers for the the Lighting Ceremony
- Contract with Santa and Mrs. Claus, BZ Smith the Storyteller, Blue Shoes Ukulele Orchestra, and the Odd Fellows Hall for the Gingerbread House making event
- Decorate Downtown Sonora: Opera Hall, Coffill Park, Linoberg Street, Mayor's Garden parking lot, City of Sonora building, Fire Museum sign, and Odd Fellows entry.

Sonora Trick or Treat Street

Sonora Chamber's Responsibility

- Poster Design & Printing
- Distribution of posters to participating merchants
- Coordination with other organizations/businesses for promotional tie-ins
- Organize Candy donation sites at Safeway, Save Mart, Grocery Outlet, 99 cent store, and Big lots, decorate donation bins and pick up and distribute to merchants
- Marketing: newsletter, Democrat, Press Release, MyMotherlode.com, and digital strategy
- Plan Community Engagement activities
- Book entertainment

- Coordinate with Wildbud Co for the Giving Tree. This event benefits GSAC, Nancy's Hope, Lambert House, Resiliency Center, and the Center for a Nonviolent Community,
- Hire and coordinate the Mirth & Glee Carolers for the downtown merchants' in-store performances. We will also be their handler for the day.
- Contract with Columbia Stage Line & Stables for the Holly Jolly Wagon rides
- Meet and collaborate & partner with other local organizations for the event: Blue Zones, Visit Tuolumne County, Sonora Area Foundation, Odd Fellows, TC Arts, Wild Bud Co, Clarke Broadcasting, KAAD Radio, Hawks & Associates CPA's, Nancy's Hope, Lambert Center, Center for a Nonviolent Community, Give Someone A Chance just to name a few.
- Partner with St. James Episcopal Church and the Waldorf Children's Choir for a Holiday Music Concert.
- Design rack cards and distribute, Press Releases, Christmas Town Website, and a Digital Strategy, and provide content to Visit Tuolumne County.
- Work with other businesses to tie into their events for Christmas Town (i.e.: Santa Pub Crawl and Aronas holiday events, Red Church Holiday Events, Pop Hudson Sing-along)
- Plan community engagement activities
- Book entertainment

Spring Sidewalk Sale - Spring 2024

Sonora Chamber's Responsibility

- Poster Design & Printing
- Distribution of posters to merchants
- Coordination with other organizations for promotional tie-ins
- Plan Community Engagement activities
- Book entertainment
- Marketing: Newsletter, Press Release, Union Democrat, Mymotherlode.com, Digital strategy

The Cultural Celebration of Sonora (working title) - Fall 2024

Sonora Chamber's Responsibility

- This is a work in progress
- Partner with Blue Zones, Tuolumne County Arts, and TC Public Health
- October event to celebrate our founding cultures: Hispanic, Native American, Asian, Italian, Farmers, etc..
- An all-day event at Courthouse Park and surrounding streets featuring music, dance, food, storytelling, proclamations, and much more.
- Plan Community Engagement Activities
- Book entertainment
- Marketing: Newsletter, Press Release, Union Democrat, Mymotherlode.com, Digital strategy
- Partner with City Historian and County Historians

Marketing of the Downtown Events

The Sonora Chamber will continue to market all downtown events through our social media channels, traditional media, Clarke Broadcasting, MyMotherlode.com, Sonora Magazine, Sonora Living Magazine, Sonora Chamber Connect newsletter, our Chamber mixers, our cross-promotional relationships with the Columbia Chamber, Twain Harte Chamber, Yosemite Hwy 108 Chamber, Jamestown Promotion club and the Tuolumne County Chamber. We will also continue to partner with Visit Tuolumne County utilizing all of their media assets and their relationships with Visit California and beyond.



CITY COUNCIL AGENDA REPORT

MEETING DATE: October 2, 2023

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Special Event Application – Sonora Brewing Co.

RECOMMENDATION

Authorize the closure of Bradford Street, from Washington to Green Street, and the possession and consumption of beer and wine, from 4:30 p.m. to 8:30 p.m., during the Sonora Chamber of Commerce's 2nd Saturday Art Night and on the 4th Saturday of each month from October 2023 through October 2024.

DISCUSSION

The Sonora Brewing Company has submitted the attached Special Event Permit Application to close Bradford Street, from Washington to Green Street, during the Sonora Chamber of Commerce's 2nd Saturday Art Night and also on the 4th Saturday of each month.

The application includes setting up popup tents and tables with chairs on Bradford Street, and includes the serving of beer/wine and food with live music and family outdoor activities and games, i.e. corn hole type activities. Sonora Municipal Code Section 9.08.010 provides authority for the City Council to allow the possession and consumption of alcohol on a City Street. Sonora Brewing Company will be required to comply with all of the applicable ABC and Sonora Fire Department requirements in place at the time of the closures.

They are proposing to hold their event from 5 p.m. to 8 p.m. The applicant has requested closure of the street from 4:30 p.m. to 8:30 p.m. to allow for setup prior to the event and clean up following the event. As part of this approval, Green Street would be required to remain open to through traffic and applicant is required to provide appropriate barricades and signage related to the street closure.

FISCAL IMPACT

No fiscal impact to the General Fund

ATTACHMENTS

- 1) Special Event Permit Application



City of Sonora

Special Event Permit

Application

Revised 9-24-19

Account # 303-04103-003

A Special Event Permit is required for any public or private 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 must be 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	Type one Enterprises dba Sonora Brewing Co.	
Contact Name	Thomas Silva	
Street Address	28 S. Washington	
City, State, Zip Code	Sonora, CA 95370	
Day Phone #	209-559-1319	Evening Phone # 209-559-1319
Cell Phone #	510-772-6923	
E-Mail Address	Laserking65@yahoo.com	
Event Day Contact "on site"	Name Thomas Silva	Cell # 209-559-1319

Event Information

Event Title	Second + fourth Saturday	
Date of Event	~~On going~~ Oct 2023 - Oct 2024	
Briefly explain event and activities (include entertainment information): Live music + Food specials + seating + outdoor <u>Family</u> activities? games.		
☒ Public Event ☐ Private Event Anticipated Attendance # _____		
If public, is the event free? ☒ YES ☐ NO		
Amplified Music ☒ YES ☐ NO		
Event Time:	Start 5pm	End 8pm
Time:	Start of Setup 430pm	Take Down Completed 830pm

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:
Bradford St.	Between <u>S. Green</u> & <u>S. Washington St.</u>
	Between _____ & _____
	Between _____ & _____
	Between _____ & _____

City Parking Lot Closure Request

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

Other/Additional Property Use Request

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

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

Item 11.

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?

☒ 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

* Businesses nearby are
also participating in 2nd
Sat. *

9-29-23

Will be contacted regarding
4th Sat

9-29-23

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

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

For further information and assistance - (209) 532-7725 or swilkinson@sonoraca.com

Indemnity/Hold Harmless and Certification

Permittee 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, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Permittee's performance of its obligations under this agreement or out of operations conducted by Permittee, 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

Jane Brakson

Signature

[Signature]

9/27/2023

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

City Administrator

Date



CITY COUNCIL AGENDA REPORT

MEETING DATE: October 2, 2023

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Type 3 Wildland Urban Interface Fire Engine - Contract Award

RECOMMENDATION

Consideration of award to Golden State Fire Apparatus for the not-to-exceed amount of \$509,504.25 to purchase a Type 3 Wildland Urban interface Fire Engine and authorize the City Administrator to sign the purchase contract and all related project documents.

DISCUSSION

On April 18, 2022 the City Council authorized staff to submit a grant agreement to the State Department of Housing and Community Development (HCD) to utilize a portion of the City's existing CDBG Program Income to purchase a Type 3 4x4 Wildland Urban Interface Fire Engine. Following Council's approval staff coordinated the application submittal and approval by the State. The Request for Proposal (RFP) for the project was issued on August 18, 2023 with a proposal submittal date of September 27, 2023. The RFP was widely circulated to suppliers and included the Fire Department's required vehicle specifications as well as delivery deadlines.

The City received one proposal from Golden State Fire Apparatus for a Boise Manufacturing Equipment (BME) Type 3 4x4, Wildland Urban Interface fire Engine meeting the required specifications. BME manufactures a complete line of fire apparatuses. Golden State Fire Apparatus is located in Sacramento and along with sales has a full line service and repair facility. The proposal has been reviewed by staff and has been found to be in compliance with the RFP requirements and would like to move forward with the purchase of the engine. The engine will be delivered to the Fire Department within 120 days of contract award.

FISCAL IMPACT

The \$509,504.25 in costs for this project are included in the Fiscal Year 2023-2024 City Council approved budget.

Resolution No: 08-21-2023-B

A RESOLUTION APPROVING THE REALLOCATION OF CDBG PROGRAM INCOME FUNDING FOR THE ACTIVITIES INCLUDED UNDER CDBG GRANT AGREEMENT #22-CDBG-PI-00009

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

WHEREAS, under Resolution #04-18-2022-B the City Council authorized the submittal of CDBG Grant Applications to utilize existing Program Income in the purchase of a Type 3 Fire Engine, Type 6 Fire Engine, SBCA Systems, and an Exhaust Removal System for the Sonora Fire Department, along with funding amounts for each activity; and

WHEREAS, said Resolution included the following activity/funding breakdown; and

Activity	Original Amount Requested
Type 3 Fire Engine	\$409,516.82
Type 6 Fire Engine	\$318,229.77
Breathing Apparatus System (SCBA)	\$174,869.03
Exhaust Removal System	\$143,360.81

WHEREAS, the City's activities were approved by the Department of Housing and Community Development, combined and included under CDBG Grant Agreement #22-CDBG-PI-00009; and

WHEREAS, the Sonora Fire Department has received an AFG Grant to fund a portion of the SCBA systems and desires to utilize the additional funding towards equipping the Type 3 and Type 6 Fire Engines; and

WHEREAS, the City will be purchasing built in exhaust systems for the fire engines instead of replacing the existing drive thru hose system currently at the fire station which will also reduce the cost of this activity.

NOW, THEREFORE, BE IT RESOLVED THAT THE SONORA CITY COUNCIL has reviewed and hereby approves the reallocation of funding for the approved activities under CDBG Grant Agreement #22-CDBG-PI-00009 as follows:

Activity	Revised Amount
Fire Engine and Equipment	Not to exceed \$1,046,000

BE IT FURTHER RESOLVED, that the City Council hereby approves the use of Program Income in an amount not to exceed \$1,046,000 for the activities as identified above.

BE IT FURTHER RESOLVED, that the City Administrator, or designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Grant Agreement, including entering into, executing and delivering the Grant Agreement and any subsequent amendments thereto, Funds Requests, reporting forms, and other program supporting documentation as may be required by the State of California from time to time in connection with the grant application.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 21st day of August, 2023, by the following vote:

AYES: PLUMMER, SEGERSTROM, CRUZ, HAWKINS, MERRILL

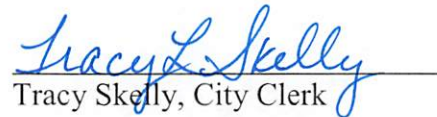
NOES: _____

ABSENT: _____

Dated: August 21, 2023


Mark Plummer, Mayor

ATTEST:


Tracy Skelly, City Clerk



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

SONORA FIRE DEPARTMENT

One (1) BME Fire Trucks, LLC.

STOCK 4X4 International "Targhee" Model 34 Engine (Job 3509)



FIRE TRUCKS

September 12, 2023

Aimee New, *Fire Chief*
City of Sonora Fire Department
201 S. Shepherd Street
Sonora, CA 95370

Dear Chief New:

I am enclosing our proposal for one (1) new BME Fire Trucks, LLC (BME) STOCK "Targhee" Model 34 Fire Engine (job 3509) mounted on a new 4X4 International Model HV507 SFA chassis. Some of the noteworthy features you will find in our proposal include:

- ✓ 350 horsepower Cummins L9 motor with an Allison EVS 3000 transmission
- ✓ 500 GPM Darley model JMP two stage pump with 500-gallon water tank
- ✓ 180 GPM Darley 1.5 AGE auxiliary pump with 24 HP Kubota D902 diesel engine
- ✓ FoamPro 1600 single agent foam system

Photos on the progress of the unit being proposed are available by clicking on this link:
<https://www.bmefire.com/truck-backlog/3509-model-34-available-demo/>

The vehicle being proposed complies with your specifications as it is a brand-new stock unit that is just starting production and will allow us to meet your delivery lead time criteria of 120 days (or 4 months) from the date of the award. For example, let's assume the city signs a contract or issues a PO on October 2, 2023. It would result in the unit being delivered and in the possession of the city no later than January 20, 2024.

We have sold and delivered seven (7) similar BME "quick delivery" projects in the last year and a half as follows: Merced (3456), North Central FPD (3687), Redding (3567 and 3690), South San Joaquin Fire Authority (3411), Turlock Rural FPD (3447) and Weaverville (3452).

The grand total price shown in the subsequent pages includes California Sales Tax at the rate of 8.75% and is based on delivery F.O.B. to the Sonora Fire Department at the address shown above. If the city elects to purchase the proposed apparatus and would like to sign a contract, please sign, and fill in the appropriate spaces on the Product Proposal page (which doubles as the contract). Or if you prefer to purchase the proposed apparatus with a Purchase Order (PO), please address it Golden State Fire Apparatus Inc. at the address shown above.

This quote will be valid until the end of business on October 27, 2023. We appreciate the opportunity to submit this proposal and look forward to going over any questions you might have. If sold, I will be your main point of contact for this project and if there is anything else I can do feel free to give me a call anytime. My cell number is (209) 777-0650 and thank you again.

Sincerely,



Dewayne Young
Sales Consultant
dewayne@goldenstatefire.com

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- 1** Product Proposal
- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)



1 PRODUCT PROPOSAL

PRODUCT PROPOSAL FOR:

Sonora Fire Department

201 S Shepherd Street
Sonora, CA 95370

Sales Consultant

Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
09/27/2023	10/27/23	60927-23B	3509	BME Fire Trucks, LLC.	N/A

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to SONORA FIRE DEPARTMENT ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) BME Fire Trucks, LLC. STOCK 4X4 International "Targhee" Model 34 Engine (3509)	468,500.00
B	8.75% State Sales Tax	40,993.75
C	California Tire Fee	10.50
D	GRAND TOTAL PURCHASE PRICE	509,504.25

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA no later than the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **3 MONTH(S)** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **1 MONTH** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 09/27/2023, GSFA Proposal Number 60927-23B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date**ACCEPTED AND AGREED TO BY GSFA**

Signature of Authorized GSFA Representative

Print Name

Title

Date