



CITY COUNCIL REGULAR MEETING

Monday, November 20, 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, November 20, 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 citizens who wish to provide public comment during the meeting will be invited to do so by the Mayor.

Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 3:00 pm on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370, or via email to tskelly@sonoraca.com.

Public Access Audio and Video Live Streaming

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

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

CLOSED SESSION - 4:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
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 Real Property Negotiations, Government Code Section § 54956.8
Property: APN 002-151-012, Sonora, CA, Tuolumne County 95370 Agency Negotiators: 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).*

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.

5. Consider approval of the Mayor's appointment of Kurt Bryant and Curtis Wicks to the Tuolumne County Transportation Council (TCTC) Citizen's Advisory Committee (CAC) as representatives of the City of Sonora with terms to expire on July 31, 2026, and May 31, 2025, respectively; Mark Plummer, Mayor.
6. Consider approval of disbursements in the amount of \$168,128.93 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.
7. Consider approval of a two-year lease extension between the City of Sonora and the Center for a Non-Violent Community for the City-owned property at 542 W. Stockton; Chris Gorsky, Administrative Services Director.

UNFINISHED BUSINESS

8. Consider adoption of a Resolution affirming or reversing the Police Chief's Public Convenience or Necessity Determination regarding the 99 Cents Store's ABC License Application; Douglas White, City Attorney.

PRESENTATIONS

9. Receive a presentation from Citygate Associates, LLC. on the final report of the City of Sonora Organizational Review and Budget Stabilization Study; adopt the City Mission, Vision, and Values; and direct staff to bring back project priorities in a mid-year budget adjustment or subsequent annual budgets.

COUNCIL MEMBER/DEPARTMENT HEAD 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.

Peter Rei
Chairman

Darin Grossi
Executive Director



TUOLUMNE COUNTY TRANSPORTATION COUNCIL

Date: November 20, 2023

To: Sonora City Council

From: Darin Grossi, Executive Director
Tuolumne County Transportation Council (TCTC)

Subject: Appointment of Kurt Bryant and Curtis Wicks to the Tuolumne County Transportation Council (TCTC) Citizen's Advisory Committee (CAC) as Representatives of The City of Sonora with terms to expire July 31, 2026 and May 31, 2025 respectively.

Background:

The Citizen's Advisory Committee provides input to the TCTC on all matters relating to the regional transportation system. Membership of the CAC consists of eight total members with staggered four-year terms. The Sonora City Council appoints two members and the County Board of Supervisors appoints six members. Each Board Member, with the exception of the District Four Supervisor, appoints one person from their respective district. The Board of Supervisors must approve each Board Members' appointment.

Presently, vacancies exist in several Supervisorial Districts. Staff has received applications from Mr. Kurt Bryant and Mr. Curtis Wicks for appointment to vacancies that exist with the City of Sonora. The terms for these vacancies expire on July 31, 2026 and May 31, 2025 respectively. Staff is requesting that the City Council appoint Mr. Bryant and Mr. Wicks to fill in the remainder of these terms.

Recommendation:

Appoint Mr. Bryant and Mr. Wicks to the Tuolumne County Transportation Council (TCTC) Citizen's Advisory Committee (CAC) as Representatives of The City of Sonora with terms to expire July 31, 2026 and May 31, 2025 respectively.

DG/dab

Tuolumne County Transportation Council
 Citizen's Advisory Committee
 2 South Green Street, Sonora, California, 95370
 (209) 533-5603

Vacancy Applied For: City of Sonora on the Citizen's Advisory Committee (CAC) for the Tuolumne County Transportation Council (TCTC)

Name: Kurt Bryant **Phone:** _____

Address: _____

E-mail Address: _____

How long have you lived in Tuolumne County? 25 years and the City of Sonora for 5 years.

Name and Address of Present Employer: _____
Street, Sonora, California 95370

Occupation: _____

Briefly describe the qualifications you possess which you feel would be an asset to the Tuolumne County Transportation Council's committee/council for which you are applying. (Attach an extra page if needed)

I currently serve on the Tuolumne County Historical Preservation Review Commission. In that role, I have reviewed projects such as the Jamestown Gateway and Main Street Revitalization Project. During this process we assessed how our project will eventually tie into the Gold Rush Multi-Use Path Project. I also have amateur experience using GIS mapping from working on various trail building projects in our county and topographic maps for backcountry exploring.

List any Community Organizations which you are or have been involved with and generally describe how you were involved in each. (Attach an extra page if needed)

While living here in Tuolumne County I have experienced several unique perspectives on how navigating throughout our county affects everyone differently. I learned to drive on many of our completely unpaved backroads, helped deliver food with Meals On Wheels to seniors in our harder to get to unincorporated areas, and worked along with public safety personnel to provide aid throughout the county. I even worked in various homeless encampments with One Pile at a Time where I learned just how difficult it can be getting around here completely on foot. In many different ways I have seen what the transportation-based challenges are in our community. 1. Dragoon Gulch Trail: Trail Worker; 2. The Sonora IOOF Lodge #10: Officer; 3. Sierra Bible Church Kids Ministries: Volunteer; 4. Rightturn Club: Mentor

I have sufficient time to devote to this responsibility and plan to attend the required meetings if I am appointed to fill a vacancy. I understand that if I am appointed to a committee where a Disclosure of Assets Statement is required by State Law or Tuolumne County Transportation Council Policy, I shall do so within ten (10) days of assuming office.

Kurt Bryant
Signature

10-5-2023

Tuolumne County Transportation Council
 Citizen's Advisory Committee
 2 South Green Street, Sonora, California, 95370
 (209) 533-5603

Vacancy Applied For: Citizen's Advisory Council position _____

Name: Curtis Wicks _____ **Phone:** _____

Address: _____

E-mail Address: _____

How long have you lived in Tuolumne County? 7 years _____

Name and Address of Present Employer: retired, 35 years _____

Occupation: Mid-Level Leader, classified and unclassified programs, major responsibilities included Legacy engineering, Space Systems Legal Research and Documentation team, Heritage Records, New Business Proposals, Environmental Compliance, Marketing and Executive presentations _____

Briefly describe the qualifications you possess which you feel would be an asset to the Tuolumne County Transportation Council's committee/council for which you are applying. (Attach an extra page if needed)

35 years of experience dealing with local, State and Federal government agencies, NASA and military branches. Member of 2022-23 Tuolumne County Civil Grand Jury.

List any Community Organizations which you are or have been involved with and generally describe how you were involved in each. (Attach an extra page if needed)

Community gardens help and watching my grandchildren

I have sufficient time to devote to this responsibility and plan to attend the required meetings if I am appointed to fill a vacancy. I understand that if I am appointed to a committee where a Disclosure of Assets Statement is required by State Law or Tuolumne County Transportation Council Policy, I shall do so within ten (10) days of assuming office.

Signature

Curtis Wick

10/19/2023

Date

Applications not acted upon will expire after two years from the date submitted unless renewed by applicant. Please notify staff at the above phone number if you decide you are unable to serve on the committee you applied for and you wish your application to become inactive prior to two years.



CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$168,128.93 for payroll

RECOMMENDATION

Consider approval of disbursements in the amount of \$168,128.93 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 10th payroll of 26 for FY23-24, we would have expected to expend 38.46% of the budgeted amount. In total, we have expended 31.34% 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: November 20, 2023

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Lease extension between the City of Sonora and the Center for a Non-Violent Community (CNVC) for the City owned property at 542 W. Stockton Street.

RECOMMENDATION

Staff recommends approval of a two-year lease extension between the City of Sonora and the Center for a Non-Violent Community for the City owned property at 542 W. Stockton.

DISCUSSION

The Center for a Non-Violent Community has leased this building for some time and is desirous of a renewal. Among the services they provide are:

- Intervention and advocacy services to victims of domestic violence, sexual assault, sexual harassment, child abuse, community violence, and gender inequality.
- Education and prevention activities to the community that reduce the incidence of physical, sexual, emotional violence towards children, each other, and ourselves.
- Prevention activities which contribute to changing social norms regarding violence, gender inequality, or discrimination.
- Information, education, training, and personal growth opportunities for community members in order to improve their quality of life.
- Facilitate systems and policy changes in order to improve the economic, social and psychological quality of life for the community.
- Coordinate and collaborate with other national, state and local institutions and organizations in achieving these goals.

FISCAL IMPACT

The rental payments have been budgeted in the FY23/24 Budget that was passed in June 2023 and will be deposited into the General Fund.

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is executed this ____ day of November 2023 ("Effective Date"), between the CITY OF SONORA, a California municipal corporation, hereinafter referred to as "Lessor," and the CENTER FOR A NON-VIOLENT COMMUNITY, a California non-profit corporation, hereinafter referred to as the "Lessee." Lessor and Lessee may be referred to in this Agreement collectively as the "Parties."

RECITALS

A. Lessor owns that certain, plot, parcel, or tract improved with a structure, together with all rights and privileges arising in connection therewith, commonly known as 542 Stockton Street, APN 002-210-041, of the Steinmetz Subdivision, in the City of Sonora, County of Tuolumne, State of California (collectively, the "Property").

B. Lessee desires to lease an approximate 1702 sq. ft. office building on 0.71 acres of Property for the purpose of providing services as the Center for a Non-Violent Community and other related activity. Lessor desires to grant Lessee the right to use a 1702 sq. ft. office building and 0.71 acres of Property in accordance with 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. Lease of Premise. Lessor hereby leases to Lessee an approximately 1702 sq. ft. office building and 0.71 acre Property (the "Premises") and Lessee hereby leases the same from Lessee.

Section 2. Permitted Use. Lessee may use the Property for the sole purpose of providing services as the Center for a Non-Violent Community and other related activity (the "Permitted Use").

Section 3. Term. The term of this Agreement shall be two (2) years, commencing on December 1, 2023, and terminating on November 30, 2025 (the "Term"). The Parties may agree to one (1) year extensions of the Term based on mutually agreeable conditions by the express written consent of both Parties. Either party can terminate this Agreement with ninety (90) days written notice, pursuant to the notice requirements set forth in this Agreement.

Section 4. Rent. Lessee shall pay Lessor rent in accordance with the Rent Schedule, attached hereto as **Exhibit A** ("Rent"). Rent shall be payable on the first day of each and every month. Lessee shall commence with paying Rent on December 1, 2023, payable to the City of Sonora, 94 North Washington Street, Sonora, California, 95370, Attention: City Administrator.

Section 5. Penalty. All Rents are due on the first day of the month. If the first falls on a weekend or holiday, the Rent is due the following City business day. There is no grace period.

There will be a ten percent (10%) penalty, based on the total rent amount, for any late payment. If a check is returned by the bank, the ten percent (10%) penalty will be assessed, as well as a \$20.00 service charge. If a check is returned by the bank, all future Rent payments will require payment in cash, or by cashier's check, certified check, or by money order until such policy is rescinded by the City Administrator.

Section 6. Fixtures. Lessee shall not make any alterations or additions to the Premises without prior written consent of Lessor. Lessee further agrees not to use or keep on the Premises any article which the Lessor's Risk Management Authority may deem hazardous, which would increase the rate of Lessor's insurance premium.

Section 7. 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 in Section 8.20 of the Sonora Municipal Code on said Premises and Lessee shall not use or permit the use of said Premises for any unlawful purpose.

Section 8. Utilities. This Agreement does not include utilities or other services. Lessee shall, during the Term of this Agreement, subscribe and pay for all electricity, telephone, water, sewer, propane, garbage disposal, and any other utilities and services used on said Premises and in addition all janitorial costs for cleaning and maintaining the interior of the Premises.

Section 9. Alterations and Repairs (Condition of Premises). Lessee accepts the Premises, as well as the improvements thereon and the facilities appurtenant thereto, in its present condition. Lessee represents to Lessor that it has inspected the Premises, 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 Premises 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 Premises in a neat and sanitary condition and to immediately reimburse Lessor for any sums necessary to repair any item, fixture, or appurtenance that requires services due to misuse or negligence on the part of Lessee, its agents, or Lessee's invitee(s).

Section 10. Maintenance or Repair. Lessor shall at all times, at its own cost and expense, maintain the roof and outside portion of the building, walks, driveway, and parking area as herein provided, except such repairs made necessary by the willful or negligent acts of Lessee or any other person using the Premises with the consent of Lessee, and in such case Lessee will make the necessary repairs at its own cost and expense. Lessee, shall at its own cost and expense maintain the interior of the building, including all plumbing, heating, cooling, and electrical features and equipment located therein. The Lessor will provide the maintenance for the heating and air conditioning unit as required. All cleaning, including maintenance of the garbage disposal, shall be the responsibility of and paid by Lessee. At the end of the Term, the Lessee shall return the Premises to the Lessor including all improvements in good condition, except for ordinary wear and tear.

The yard on the Premises is to be maintained by Lessee. Lessee shall water vegetation as required, regularly mow lawns, remove weeds, and prune any shrubs as may be required to maintain the yard's appearance. The Lessee shall prevent any accumulation of leaves, dry grass, pine needles,

or other flammable material within 30 feet of any improvements on the Property. Lessor shall be responsible for pruning any trees on said Property.

At all times, Lessee shall maintain a four (4) foot walkway and fire clearance along the north side of the Premises, between the building and retaining wall.

Section 11. 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 Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises without the express written consent of Lessor. Neither shall Lessee sublet the Premises or any part thereof or allow any other person, other than Lessee, its agents, servants, and employees, to occupy the Premises or any part thereof without the prior written consent of Lessor. Consent by Lessor to one assignment, subletting, or occupation of the Premises by another person shall not be deemed a consent to any subsequent assignment, subletting, or occupation of the Premises 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 option of Lessor, terminate this Agreement.

Section 12. Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises at all reasonable times for the purpose of inspecting the Premises.

Section 13. Surrender of Premises. On expiration or sooner termination of this Agreement, or any extensions or renewals of this Agreement, Lessee shall promptly surrender and deliver said Premises to Lessor in as good a condition as it is now, at the date of this Agreement, reasonable wear and tear and repairs herein required to be made by Lessor excepted.

Section 14. Insurance Coverage. During the Term, the 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 comprehensive general liability insurance in an amount of no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury or death, and Five Hundred Thousand Dollars (\$500,000.00) for property damage. If comprehensive general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Premises 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 Premises, the structures thereon, and the personal property therein, 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 15. Indemnity. Lessee agrees to indemnify, defend, and hold Lessor and Lessor's elected and appointed council members, commissions, directors, officers, employees, agents, and representatives (collectively, "Lessor'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 Lessee 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 Lessee or its employees, contractors, representatives, or agents, or anyone else that Lessee controls (collectively "Lessee's Liabilities"). Such Lessee obligations to defend, hold harmless, and indemnify Lessor and Lessor's Agents shall not apply to the extent caused by the negligence, active negligence, or willful misconduct of Lessor or Lessor's Agents, or any of them, but shall apply to all other Lessee Liabilities. Lessee's indemnification obligations are not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or Lessee's Agents (as defined below) under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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 16. Fire. If said Premises shall be wholly destroyed or so damaged as to be wholly untenantable from any cause whatsoever, this Agreement shall immediately terminate, Lessee shall thereupon be relieved of all obligations imposed by this Agreement, and Lessor shall pay to Lessee the amount of any unearned rental, provided the terms and conditions hereof have been fully complied with by Agreement.

In the event the Premises shall be partially destroyed by fire or an act of God, Lessor shall forthwith repair same, if such repairs can be made under the laws and regulations of any governmental authority having jurisdiction over said Premises, within ninety (90) days after the date of partial destruction. If such repairs cannot be made within the above period, this Agreement may be terminated at the option of either party. Should Lessor undertake to repair said Premises, Lessee

shall be liable for any portion of the rent that the portion of the Premises in condition to be used bears to the total area of the leased Premises, provided however, that not less than sixty-five percent (65%) of the total area is available for use.

Section 17. 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 Premises in the manner provided by the laws of unlawful detainer of the State of California in effect at that time.

Section 18. Attorney's Fees. Should any litigation be commenced between the Parties to this Agreement concerning said Premises, 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 19. 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 shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage pre-paid.

Notices will be addressed to the Parties as follows:

If to Lessee: Center for a Non-Violent Community
 Attn: Heather Carter
 542 Stockton Street
 Sonora, CA 95370

With a copy to: _____

If to Lessor: City of Sonora
 94 North Washington Street
 Sonora, CA 95370
 Attention: Administrative Services Director

And: Churchwell White 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 20. General Provisions.

(a) *Recitals.* The Recitals to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Sections 1 through 20 shall prevail.

(b) *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.

(c) *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.

(d) *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.

(e) *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.

(f) *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 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.

(g) *Sole and Only Agreement.* This instrument constitutes the sole and only agreement between the Lessor and Lessee with respect to the Premises, the leasing of said Premises 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 Premises or its leasing by either party, which are not expressly set forth in this Agreement, are null and void.

(h) *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 a 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.

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

(j) *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.

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

(l) *Other Documents.* The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, 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.

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

(n) *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.

(o) *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.

(p) *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.

(q) *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.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Lessor and Lessee this 20th day of Novemebr 2023, at Sonora, Tuolumne County, California.

LESSOR:

CITY OF SONORA

By: _____
Mark Plummer, Mayor

Date: _____

Attest:

By: _____
Tracy Skelly, City Clerk

Date: _____

LESSEE:CENTER FOR A NON-VIOLENT
COMMUNITY

By: Peniel WilkWhitmer

Its: Peniel Wilk-Whitmer, Operations Director

Date: 11/03/2023

EXHIBIT A
Rent Schedule

Year 1

\$1,786.00 per month

Year 2

\$1,821.00 per month

The anniversary date of this Rent Schedule shall be Decemebr 1st of each year and shall effectuate the yearly rent change.

The City of Sonora shall pay the annual Possessory Property Tax Assessment directly to the Tuolumne County Tax Collector when billed. Lessee is not responsible for the annual Possessory Property Tax Assessment.



CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

TO: City Council Members

FROM: Douglas L. White, City Attorney

SUBJECT: Adopt a Resolution Affirming or Reversing Police Chief's Public Convenience or Necessity Determination with Regard To 99 Cents Stores's ABC License Application

RECOMMENDATION:

After hearing all of the testimony and evidence related to 99 Cents Only Stores' appeal of the Police Chief's decision, adopt a resolution either affirming Police Chief's conclusion that there was no "public convenience or necessity" reason for 99 Cents Stores to be granted a Type 20 off-sale beer and wine license or reversing the Police Chief's conclusion, finding that the license would serve public convenience or necessity.

BACKGROUND:

The 99 Cents Only Stores location operating at 740 Mono Way in the City of Sonora wishes to sell beer and wine on its premises. In order to sell alcohol in California, a business must seek a license from the California Department of Alcoholic Beverage Control ("ABC").¹ There are multiple types of ABC licenses, depending on both what kind of alcohol is to be sold and in what manner the business wishes to sell it. The California Business and Professions Code ("BPC") limits the concentration of each type of ABC license.² However, an applicant may overcome some types of concentration limitations if the local governing body or its designated officer makes a determination that "public convenience or necessity" would be served by granting the license ("PCN Determination").³ The ABC notifies an applicant if its license will require a PCN Determination upon receipt of the application.

Here, 99 Cents Only Stores sent an application to the ABC for a Type 20 license for off-sale beer and wine, as it was required to do in order to sell beer and wine for consumption off the premises. The ABC found that due to the concentration of licenses in the area, the license could only be granted if the City of Sonora ("City") made a PCN Determination in favor of the license. The City's Police Chief, as the designated officer for the City, found that public convenience and necessity would not be served by the granting of the license, and declined to make a PCN Determination in favor of the license. The ABC subsequently denied 99 Cents Only Stores's application.

99 Cents Only Stores wishes to appeal the Chief of Police's determination. Upon receiving the request, City staff discovered that there is not a mechanism in place for the appeal of this decision in the City's Municipal Code. However, as the governing body of the City, the City Council has

¹ BPC § 23049 et seq.

² See, e.g., BPC § 23817.5.

³ BPC § 23817.7.

the authority to review administrative decisions of the City. Therefore, the City Council may pass a resolution either affirming or overturning the Chief of Police's finding.

DISCUSSION / ANALYSIS:

99 Cents Only Stores had several options⁴ to appeal the Police Chief's decision related to the PCN Determination, including appeal of the decision through formal legal action. In this case, 99 Cents Only Stores has elected to request that the City reconsider the Police Chief's decision before seeking any other remedies. To facilitate that request and avoid the time and expense of a lawsuit, City staff sought the City Council's direction with regard to 99 Cents Only Stores's appeal request at the November 6, 2023, City Council Meeting. The City Council directed City staff to bring the appeal before the City Council at this City Council meeting.

In bringing this item before the City Council, attached to this staff report are the 99 Cents Only Stores's appeal request and Chief of Police Turu VanderWiel's determination that was submitted to the ABC, providing factual background for the appeal. As part of the appeal, the Police Chief will have an opportunity to present his reasoning for his decision to the City Council at the City Council meeting. 99 Cents Only Stores will also have an opportunity to present evidence appealing Chief VanderWiel decision regarding the ABC license. The City Council will then consider the evidence presented and comments from the public to determine if the City Council wishes to grant 99 Cents Only Stores's appeal request, or not.

City staff has prepared two alternate resolutions by which the City Council may either affirm Chief VanderWiel's original decision or overturn it and find that public convenience or necessity indicate that 99 Cents Only Stores should be granted a Type 20 ABC license. Upon the City Council's determination, the City Council should adopt one of the two resolutions to reflect its decision.

FISCAL IMPACT:

No immediate fiscal impact.

ENVIRONMENTAL:

None.

OPTIONS:

1. Adopt the attached resolution affirming the Police Chief's PCN finding; or
2. Adopt the attached resolution reversing the Police Chief's PCN finding and finding that public convenience or necessity would be served by granting 99 Cents Only Stores a Type 20 ABC license; or
3. Delay making a determination and provide direction to staff related to the appeal request.

⁴ See, e.g., *Branciforte Heights, LLC v. City of Santa Cruz* (2006) 138 Cal.App.4th 914.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA
OVERTURNING THE CHIEF OF POLICE’S DETERMINATION THAT PUBLIC
CONVENIENCE OR NECESSITY WILL NOT BE SERVED BY GRANTING 99 CENTS
ONLY STORES A TYPE 20 ABC LICENSE**

WHEREAS, 99 Cents Only Stores LLC sought a Type 20 license for off-sale beer and wine at its premises at 740 Mono Way, Sonora, CA 95370, from the California Department of Alcoholic Beverage Control (“ABC”); and

WHEREAS, State law requires that the City Council of the City of Sonora (“City”) or its designated official find that public convenience or necessity would be served by the issuance of the license for it to issue, due to high concentration of licenses in the area; and

WHEREAS, Chief of Police Turu VanderWiel was the designated official to make the determination and found on August 16, 2023, that public convenience or necessity would not be served; and

WHEREAS, 99 Cents Only Stores LLC submitted a request to the City to appeal this finding; and

WHEREAS, the City Council received and considered Chief VanderWiel’s explanation and evidence supporting his determination, 99 Cents Only Stores LLC’s explanation and evidence that public convenience and necessity would be served by the granting of a Type 20 ABC license, and all public comment; and

WHEREAS, the City Council desires to affirm Chief VanderWiel’s determination that public convenience or necessity would not be served by granting 99 Cents Only Stores LLC a Type 20 ABC license.

NOW, THEREFORE, BE IT RESOLVED that the City of Sonora City Council hereby affirms Chief of Police Turu VanderWiel’s finding that public convenience or necessity would not be served by granting 99 Cents Only Stores LLC a Type 20 license for off-sale beer and wine.

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

Tracy Skelly, City Clerk
City of Sonora

Mark Plummer, Mayor

Resolution No. _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA
OVERTURNING THE CHIEF OF POLICE'S DETERMINATION, FINDING THAT
PUBLIC CONVENIENCE OR NECESSITY WILL BE SERVED BY GRANTING 99
CENTS ONLY STORES A TYPE 20 ABC LICENSE AND AUTHORIZING THE CITY
MANAGER TO TAKE ALL NECESSARY AND PROPER ACTIONS TO IMPLEMENT
THE CITY COUNCIL'S FINDINGS**

WHEREAS, 99 Cents Only Stores LLC sought a Type 20 license for off-sale beer and wine at its premises at 740 Mono Way, Sonora, CA 95370, from the California Department of Alcoholic Beverage Control ("ABC"); and

WHEREAS, State law requires that the City Council of the City of Sonora ("City") or its designated official find that public convenience or necessity would be served by the issuance of the license for it to issue, due to the high concentration of licenses in the area; and

WHEREAS, Chief of Police Turu VanderWiel was the designated official to make the determination and found on August 16, 2023, that public convenience or necessity would not be served; and

WHEREAS, 99 Cents Only Stores LLC sought an appeal of this finding to the City Council; and

WHEREAS, the City Council has received and considered Chief VanderWiel's explanation and evidence supporting his determination, 99 Cents Only Stores LLC's explanation and evidence that public convenience and necessity would be served by the granting of a Type 20 ABC license, and all public comment; and

WHEREAS, the City Council desires to overturn Chief VanderWiel's determination that public convenience or necessity would not be served by granting 99 Cents Only Stores LLC, a Type 20 ABC license and to find that public convenience and necessity would be served by the granting of the license.

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

1. Chief of Police Turu VanderWiel's finding that public convenience or necessity would not be served by granting 99 Cents Only Stores LLC a Type 20 license for off-sale beer and wine is hereby overturned.
2. The City Council finds that public convenience and necessity would be served by the granting of a Type 20 license for off-sale beer and wine to 99 Cents Only Stores LLC.
3. The City Administrator is authorized to take all necessary and proper action to implement the City Council's findings related to the 99 Cents Only Stores LLC's Type 20 license.

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

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTEST:

APPROVED:

Tracy Skelly, City Clerk
City of Sonora

Mark Plummer, Mayor

Resolution No. _____



AUG 29 2023

CITY OF SONORA

August 25, 2023

City of Sonora
Attn: Town Administrator
94 Washington Street
Sonora, CA 95307

RE: Appeal of Police Chief Decision to deny Public Convenience or Necessity (PCN) for 99 Cents Only located at 740 Mono Way

This letter is an appeal of a decision by the Chief of Police made on August 16, 2023, to deny Public Convenience or Necessity for an ABC Type 20 license (Beer and Wine Sales for off-site consumption).

Enclosed is a copy of ABC Form 245 signed by the Chief. Darlene Gibson of your Finance Department emailed stating that there is no fee to file an appeal. If this is incorrect, then please let me know via email and I will overnight a check or pay online if available.

Basis of Appeal

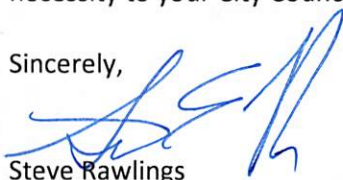
The City zoning code allows for the sale of beer and wine for off-site consumption by right for a grocery store located in the C-1 zoning. As you are aware, it is the ABC that requires PCN determinations based on licenses in census tracts. While the standard is convenience or necessity, I believe that both convenience and need are clear in this situation.

Convenience: Many of the 99 Cents Only store customers consider it their primary grocery retailer as there is a wide variety of produce, grocery items and consumer goods within the 21,440 square foot store. To 99 Cents Only customers, the ability to purchase all their desired groceries and consumer goods including beer and wine in the same location is very convenient. Customers do not want to purchase groceries at one store and then must drive to a different store simply to purchase a bottle of wine.

Need: To continue to compete with other grocery stores, 99 Cents Only needs to be able to offer a comparable inventory. The availability of beer and wine in grocery stores is common in California and residents have become accustomed to it. Without beer and wine, 99 Cents Only is at a competitive disadvantage and is at high risk of losing customers or are limited in their ability to attract new customers. In addition, customers want and need a variety of shopping choices and 99 Cents Only provides extreme value.

I look forward to the opportunity to present additional information that supports public convenience or necessity to your City Council soon.

Sincerely,


Steve Rawlings
951.551.5433
SER@Rawlingspm.com

INFORMATION AND INSTRUCTIONS -**SECTION 23958.4 B&P**

- Instructions
- This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
 - Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

99 Cent Only Stores LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)

740 Mono Wy Sonora Ca 95370

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| ☐ Full Service Restaurant | ☐ Hofbrau/Cafeteria | ☐ Cocktail Lounge | ☐ Private Club |
| ☐ Deli or Specialty Restaurant | ☐ Comedy Club | ☐ Night Club | ☐ Veterans Club |
| ☐ Cafe/Coffee Shop | ☐ Brew Pub | ☐ Tavern: Beer | ☐ Fraternal Club |
| ☐ Bed & Breakfast: | ☐ Theater | ☐ Tavern: Beer & Wine | ☐ Wine Tasting Room |
| ☐ Wine only ☐ All | | | |
| ☒ Supermarket | ☐ Membership Store | ☐ Service Station | ☐ Swap Meet/Flea Market |
| ☐ Liquor Store | ☐ Department Store | ☐ Convenience Market | ☐ Drive-In Dairy |
| ☐ Drug/Variety Store | ☐ Florist/Gift Shop | ☐ Convenience Market w/Gasoline | |
| ☐ Other - describe: | | | |

5. COUNTY POPULATION

6. TOTAL NUMBER OF LICENSES IN COUNTY

☐ On-Sale ☐ Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

☐ On-Sale ☐ Off-Sale

8. CENSUS TRACT NUMBER

CT 12

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

☐ On-Sale ☒ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

☐ On-Sale ☒ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☐ Yes (Go to Item #13) ☒ No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

14. TOTAL NUMBER OF REPORTING DISTRICTS

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

16. AVERAGE NO. OF OFFENSES PER DISTRICT

17. 120% OF AVERAGE NUMBER OF OFFENSES

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- ☐ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☒ No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, an on-sale general (public premises) license, or an on-sale general music venue license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: Sonora City Council

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

ABC

ABC-245 (rev. 03-23)

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do not proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.

Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☐ Yes☒ No☐

See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

The applicant has not demonstrated a public convenience or necessity for this request. With consideration to the core request, the local community needs for Type 20 off-sale licenses have been satisfied as there are multiple options in the immediate area. Short of special or unusual circumstances, I do not believe an additional Type 20 will enhance the character or development of Sonora.

26. CITY/COUNTY OFFICIAL NAME

Turu VanderWiel

27. CITY/COUNTY OFFICIAL TITLE

Chief of Police

28. CITY/COUNTY OFFICIAL PHONE NUMBER

209-532-8141

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

08-16-2023



CITY COUNCIL AGENDA REPORT

MEETING DATE: November 20, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: The City of Sonora Organizational Review and Budget Stabilization Study

RECOMMENDATION:

Receive a presentation from Citygate Associates, LLC. on the final report of the City of Sonora Organizational Review and Budget Stabilization Study; adopt the City Mission, Vision, and Values; and direct staff to bring back project priorities in a mid-year budget adjustment or subsequent annual budgets.

The full report, appendixes, and presentation are available on our website at: www.sonoraca.com.

FISCAL IMPACT:

No fiscal impact to the general fund.