



CITY COUNCIL REGULAR MEETING

Tuesday, February 20, 2024 at 5:00 PM

94 N. Washington Street, Sonora, CA 95370

(209) 532-4541

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Tuesday, February 20, 2024, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

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

Public Access Audio and Video Live Streaming

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

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

OPEN SESSION - 5:00 PM

CALL TO ORDER

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.

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.

1. Consider approval of disbursements in the amount of \$167,162.94 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.

PUBLIC HEARINGS

2. Introduce by title Ordinance No. XXX, amending the Zoning Map through the rezoning of Assessor's Parcel Number 001-216-011-000 from Multifamily Residential (R-3) and Commercial (C) to Multifamily Residential (R-3), and waive the first reading; Tyler Summersett, Community Development Director.

NEW BUSINESS

3. Consider authorization to submit the required paperwork to take initial steps with Sierra Business Council staff to determine the City of Sonora's potential energy savings and qualification for various upgrades and incentive programs. Designate a signatory for the Program Participation Agreement; Tyler Summersett, Community Development Director.
4. Consider authorization to submit the required paperwork to extend the Woods Creek project delivery deadline from June 2024 to June 2028, authorize staff to file a Deed Restriction for Woods Creek Park consistent with State Park Program requirements, and consider an amendment to the project description to include Pickleball striping and a net to create a joint use on the half court slab with previously proposed basketball hoop; Tyler Summersett, Community Development Director.

MONTHLY REPORTS

5. Receive the Sonora Administrative Services Department monthly report for December 2023; Christopher Gorsky, Administrative Services Director.
6. Receive the Sonora Fire Department monthly report for January 2024; Aimee New, Fire Chief.
7. Receive the Sonora Police Department monthly report for January 2024; Turu VanderWiel, Police Chief.
8. Receive the Sonora Public Works Department monthly report for January 2024; Michael Lagomarsino, Public Works Supervisor.

COUNCIL MEMBER REPORTS

ADJOURNMENT

CLOSED SESSION

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

9. Conference with Labor Negotiators (Gov. Code Section § 54957.6): Agency designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Employee Organization: Sonora Management Association (SMEA), Sonora Confidential Association (SCEA); Sonora Police Officers' Association (SPOA); Sonora Fire Fighters Association (SFFA); Sonora Employees Association (SEA).

RECONVENE INTO OPEN SESSION

REPORT OUT OF CLOSED SESSION

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: February 20, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$167,162.94 for payroll

RECOMMENDATION

Consider approval of disbursements in the amount of \$167,162.94 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 first (1st) payroll of the month, which was an expected amount.

This is the 16th payroll of 26 for FY23-24, we would have expected to expend 61.54% of the budgeted amount. In total, we have expended 51.46% 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: February 20, 2024

TO: City Council Members

FROM: Tyler Summersett, Community Development Director

SUBJECT: Ordinance **XXX** – Zoning Map Amendment

RECOMMENDATION

Introduce by title Ordinance No. **XXX**, amending the Zoning Map through the rezoning of Assessor's Parcel Number 001-216-011-000 from Multifamily Residential (R-3) and Commercial (C) to Multifamily Residential (R-3), and waive the first reading.

DISCUSSION

The City received an application from Foletti Joint Venture, LLC requesting a zoning map amendment for a vacant 0.210-acre parcel located at 104 Barretta Street (APN: 001-216-011-000). Currently, the parcel has two zoning designations, split between Multi-family Residential (R-3) and Commercial (C). The applicant, Foletti Joint Venture, LLC, is requesting to rezone the parcel to a single zoning designation, Multi-Family Residential (R-3). The proposal would make no changes to the existing site.

The site is currently vacant and zoned as Commercial (C) at the northwest end of the property and as Multifamily Residential (R-3) at the southeast end of the property as shown in the City's zoning map below.



LEGEND	
RE	RESIDENTIAL ESTATES
R-1	SINGLE FAMILY RESIDENTIAL
R-2	LIMITED MULTI FAMILY RESIDENTIAL
R-3	MULTI FAMILY RESIDENTIAL
R-2 : PD	LIMITED MULTI FAMILY RESIDENTIAL COMBINING
R-3 : PD	MULTIFAMILY RESIDENTIAL COMBINING
CO	TOURIST AND ADMINISTRATIVE
C	COMMERCIAL
CG	GENERAL COMMERCIAL
ML	LIMITED MANUFACTURING
AR	AGRICULTURAL / RESIDENTIAL
PD	PLANNED DEVELOPMENT :PD COMBINING ZONE
C : PD	COMMERCIAL COMBINING
OS	OPEN SPACE

PLANNING COMMISSION ACTION

At their January 8, 2024, Planning Commission Meeting, Commissioners reviewed the proposed zoning map and zoning change for the identified parcel. The Planning Commission approved Resolution No. 01-08-2024-A, recommending to the Sonora City Council approval of an ordinance as described within the attached Resolution and included with Ordinance No. **XXX**.

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the State and City Guidelines for implementation of CEQA which states that CEQA applies only to projects which have the potential to cause significant effect on the environment.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance No. XXX
2. Notice of Public Hearing
3. Resolution 01-08-2024A

NOTICE OF PUBLIC HEARING

Item 2.

NOTICE IS HEREBY GIVEN that the City Council of the City of Sonora City will conduct a public hearing at 5:00 PM, or shortly thereafter, on the 20th day of February 2024, in the Sonora City Council Chambers, 94 North Washington Street, Sonora, CA for the purpose of considering the following:

1) 104 Barretta Street – Rezone from R-3/C to R-3

The City of Sonora proposes to rezone 104 Barretta (APN: 001-216-011-000) from a split-zoned Multi-Family Residential (R-3) and Commercial (C) parcel to an entirely Multi-Family (R-3) zoned parcel to reduce the number of zoning designations to a single designation.

This meeting is physically open to the public or members of the public. Pursuant to State law, challenges in court to actions on the above proposal may be limited to issues raised during public hearings or meetings conducted on the matter, or in correspondence submitted prior to the start of the meeting.

At its meeting of January 8, 2024, the City of Sonora Planning Commission held a public hearing on said project. Subsequent to the hearing the Commission voted to recommend approval by the City Council. The requested rezone is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the State and City Guidelines for implementation of CEQA which states that CEQA applies only to projects which have the potential to for causing significant effect on the environment.

The project staff report will be available for review at the City of Sonora Community Development Department, 94 North Washington Street, Sonora CA 95370, Monday through Thursday, between the hours of 8:00 AM and 4:00 PM or on the City's website at www.sonoraca.com. Questions regarding the project may be directed to Community Development Director, Tyler Summersett, at (209) 532-3508 ext. 2.

Upon request, the agenda and the documents in the meeting agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the City encourages those with disabilities to participate fully in the meeting process. Any person requiring special assistance to participate in the meeting should call 209-532-4541 at least forty-eight (48) hours prior to the meeting.

Tyler Summersett
Community Development Director

-v-

Publication Date: February 9, 2024

The Union Democrat
Sonora, CA

ORDINANCE NO. ###

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA
AMENDING THE ZONING MAP OF THE CITY OF SONORA**

The City Council of the City of Sonora does hereby ordain as follows:

Section One: Section 17.10.010 of the Sonora Municipal Code, providing for the zoning map of the City of Sonora, is hereby amended through the rezoning of Assessor's Parcel Number 001-216-011-000, Multi-Family Residential (R-3)/Commercial (C) to Multi-Family Residential (R-3).

This Ordinance shall take effect thirty (30) days after its passage and shall be published within (15) days after its final passage as required by law.

Said Ordinance was introduced at a regular meeting of the City Council of the City of Sonora held on February 20, 2024 and passed and adopted as an Ordinance of said City at a regular meeting of said Council held on _____, by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

Mark Plummer, Mayor

ATTEST: _____
Deputy City Clerk

Approved as to Form:

Douglas L. White, City Attorney

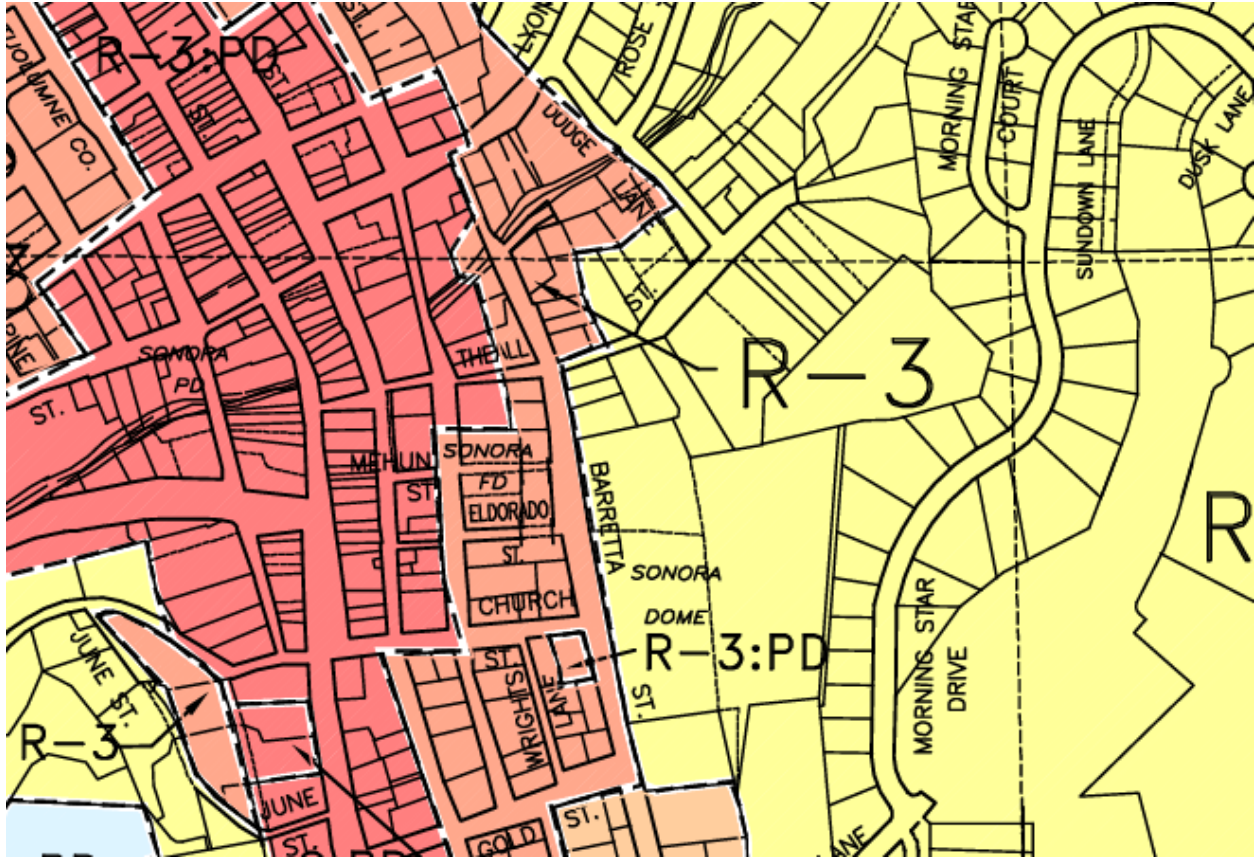
Publish: The Union Democrat, Sonora
_____, 2024

Exhibits:

Exhibit A – Previous Zoning Designation

Exhibit B – Zoning Amendment

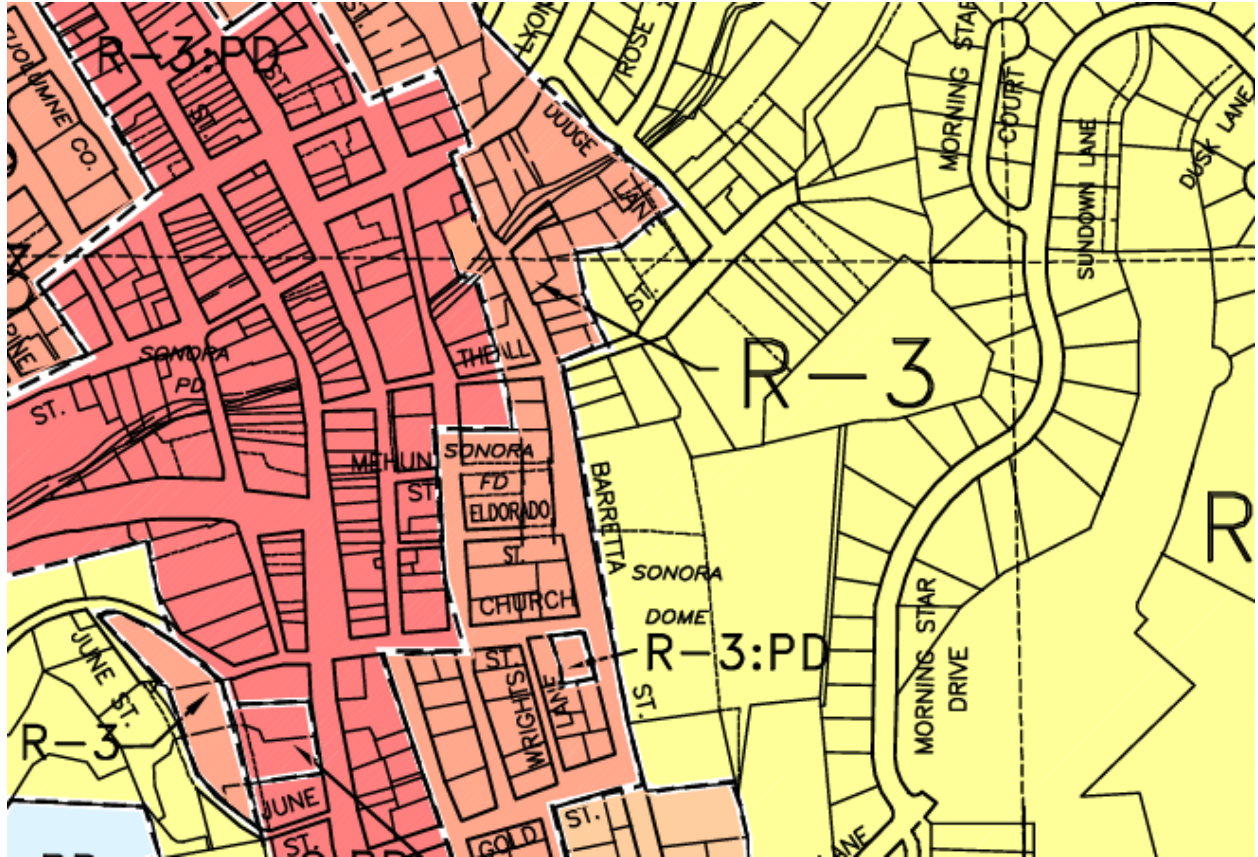
Exhibit A – Previous Zoning Designation



LEGEND

RE	RESIDENTIAL ESTATES
R-1	SINGLE FAMILY RESIDENTIAL
R-2	LIMITED MULTI FAMILY RESIDENTIAL
R-3	MULTI FAMILY RESIDENTIAL
R-2 : PD	LIMITED MULTI FAMILY RESIDENTIAL COMBINING
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PD	PLANNED DEVELOPMENT :PD COMBINING ZONE
C : PD	COMMERCIAL COMBINING
OS	OPEN SPACE

Exhibit B – Zoning Amendment



LEGEND

RE	RESIDENTIAL ESTATES
R-1	SINGLE FAMILY RESIDENTIAL
R-2	LIMITED MULTI FAMILY RESIDENTIAL
R-3	MULTI FAMILY RESIDENTIAL
R-2 : PD	LIMITED MULTI FAMILY RESIDENTIAL COMBINING
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AR	AGRICULTURAL / RESIDENTIAL
PD	PLANNED DEVELOPMENT :PD COMBINING ZONE
C : PD	COMMERCIAL COMBINING
OS	OPEN SPACE

PLANNING COMMISSION RESOLUTION

RESOLUTION NO. 1-8-2024-A

**A RESOLUTION RECOMMENDING TO THE SONORA CITY COUNCIL
approval of an ordinance rezoning Assessor's Parcel 001-216-011-000, from Multi-Family
Residential (R-3)/Commercial (C) to R-3.**

WHEREAS, the City of Sonora Planning Commission is officially formed by Chapter 2.32 of the Sonora Municipal Code (SMC); and,

WHEREAS, Section 2.32.010 of the SMC states that the purpose of the Planning Commission is to promote and insure the comprehensive and adequate planning of the City, and Section 2.32.080(B) of the SMC prescribes that the Planning Commission investigate and make recommendations to the City Council upon reasonable and practicable means for putting the general plan into effect, in order that it will serve as a pattern and guide for the orderly physical growth and development of the City; and

WHEREAS, zoning is one of the primary means for promoting the comprehensive and adequate planning of the City and for implementing the general plan; and

WHEREAS, at its regular meeting conducted on January 8, 2024, the Planning Commission conducted a public hearing to consider the rezoning of 001-216-011-000, from Multi-Family Residential (R-3)/Commercial (C) to R-3;

NOW, THEREFORE, BE IT RESOLVED THAT THE SONORA PLANNING COMMISSION HEREBY RECOMMENDS to the Sonora City Council adoption, by ordinance, a rezoning of APN 001-216-011-000 from Multi-Family Residential (R-3)/Commercial (C) to R-3 as contained in the Attached Ordinance based on the following findings:

The proposed rezoning:

- A. Is compatible with, and physically suited for, the uses authorized in, and the regulations prescribed for, the proposed zoning district in which the real property is located;
- B. Is consistent with the objectives, policies, general land uses and programs specified in the General Plan;
- C. Is in conformity with public convenience, general welfare and good land use practice;
- D. Will not be detrimental to the health, safety and general welfare;
- E. Will not adversely affect the orderly development of property or the preservation of property values; and
- F. The project has been reviewed in compliance with CEQA and is exempt from further review pursuant to the California Environmental Quality Act.

PASSED AND ADOPTED as a resolution by the Sonora Planning Commission on this 8th day of January 2024, by the following vote:

Members of the Commission:

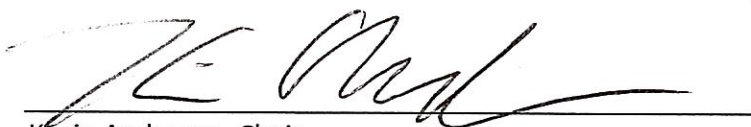
AYES: Anderson, Opie, Morales, Levine, Ghiorso (5)

NOES: None (0)

ABSENT: None (0)

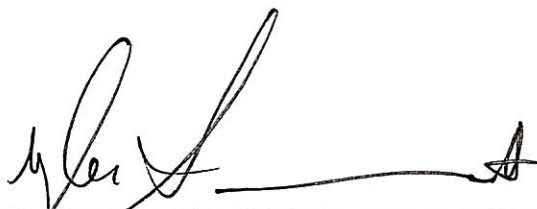
ABSTAIN: None (0)

SIGNED:



Kevin Anderson, Chair
Planning Commission

ATTEST:



Tyler Summersett, Secretary
Planning Commission



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Sierra Business Council—Energy Watch Program (SNEW)

RECOMMENDATION:

Consider directing staff to submit the required paperwork to take initial steps with Sierra Business Council staff to determine the City of Sonora's potential energy savings and qualification for various upgrades and incentive programs. Designate a signatory for the Program Participation Agreement.

BACKGROUND:

The Sierra Nevada Energy Watch (SNEW) no-cost program expands energy efficiency and renewable energy use in the Sierra, empowering local action, eliminating barriers to a clean energy future, establishing climate resiliency, and saving communities money.

SNEW serves Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, and Yuba counties.

DISCUSSION / ANALYSIS:

Municipalities typically enroll in SNEW to receive staffing capacity to plan and assess energy use, manage, and complete energy efficiency projects, as well as track and navigate funding opportunities. Sierra Business Council staff will assist the City in finding qualified energy efficiency installers and help manage projects from start to finish.

The SNEW program is funded through the California Public Utilities Commission (CPUC) public purpose program charge on your PG&E bills, therefore our services are provided at no cost.

SERVICES OFFERED:

- Preliminary On-Site Energy Audits
- Energy Use Analysis: Building Energy Use Benchmarking
- Energy Efficiency Project Management
- Contractor Referrals
- Funding Solutions: Incentives, Rebates & Interest-Free Loans
- Education and Training
- Stakeholder Outreach and Engagement
- Utility Energy GHG Inventory and Services
- Utility Energy Action Planning

Through support from Pacific Gas and Electric Company (PG&E), SBC will be working directly with the participating public agency to provide SNEW energy efficiency services. SNEW is funded through PG&E's Local Government Partnership program, which is funded by the California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission. As the current SNEW program contract with PG&E runs through December 31, 2025, SNEW services for the participating customer will end at this date unless otherwise terminated, or extended by mutual agreement.

FISCAL IMPACT:

There is no cost to participate in the program and no requirement that any energy upgrades are made. The initial commitment is simply to crunch the numbers and determine if there is a savings to be had or a program the City may qualify for.

ATTACHMENTS:

SBC Presentation to Council on the Sierra Nevada Energy Watch Program
Sierra Nevada Energy Watch—Program Participation Agreement

**Sierra Nevada Energy Watch
Program Participation Agreement
2020-2025 Energy Planning Assistance Program**

Participating Public Agency or SMB Customer _____

Address _____

Contact Name: _____

Email _____ Phone Number _____

PG&E Account ID: _____

Which county are you located in? _____

This Participation Agreement between the PG&E customer indicated above and Sierra Business Council (SBC), and is intended to create a common understanding of the services made available on behalf of the PG&E Local Government Partnership, Sierra Nevada Energy Watch (SNEW), prior to program initiation.

Program Description

Through support from Pacific Gas and Electric Company (PG&E), SBC will be working directly with the participating public agency or small or medium sized business customer to provide SNEW energy efficiency services. SNEW is funded through PG&E's Local Government Partnership Program, which is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission. As the current SNEW program contract with PG&E runs through December 31, 2025, SNEW services for the participating customer will end at this date unless otherwise terminated, or extended by, mutual agreement.

Agreement

By signing this participation agreement, the customer agrees to engage with SBC who will provide energy efficiency services, including those listed below. Some SNEW services may also require the Public Agency or SMB customer to sign a PG&E Third Party Data Release Authorization Form to access meter use and billing data, as specified by the California Public Utilities Commission and the State of California customer data protection regulations. Availability of SNEW to perform services will depend on staff capacity and SBC's contractual obligations with PG&E.

- Energy efficiency project identification, implementation, and management
- Increase access to financing opportunities
- Energy performance benchmarking of facilities
- Facilitating access to building energy audits
- Liaison to PG&E third party implementers/Trade Pros
- Coordination with other PG&E programs
- GHG inventorying & energy action planning

By signing this Participation Agreement, the participants agree to the following guidelines through the life of the project, from the date signed, unless otherwise extended by or terminated by mutual agreement:

PPA PG&E REQUIRED TERMS AND CONDITIONS. Each customer participant requires a signed PPA that at least contains these Program Terms and Conditions as follows:

1. **AUTHORITY.** Customer represents and warrants it has the Site owner's permission to enter this PPA.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements seeking to participate in the Program is conditioned upon Customer's meter is charged the public purpose fund surcharge.
3. **DESIGN, FEASABILITY, INSTALLATION AND PERMITS.** If applicable and Implementer's Program will produce any reports, assessments, possible project opportunities or otherwise, collectively referred to as the Implementer's Program ("Deliverable"), PG&E shall have no responsibility for the Deliverables review, design, feasibility, accuracy, construction, operation, acquiring any necessary permits, materials, labor, costs to develop and produce any Program Deliverable.
4. **PROGRAM FUNDING.** Program funding for Implementer's Program is made available under the auspices of the California Public Utilities Commission (CPUC) and are administered by PG&E on a first-come, first-served basis until depleted or as otherwise directed by the CPUC.
5. **CUSTOMER INFORMATION AND DATA.** Customer understands the purpose of the Program's marketing and communication efforts is to provide Customer's information to a Third Party (3P) Energy Efficiency (EE) Program administered under PG&E's EE Program portfolio or a sponsored PG&E EE Program which implement project measures and renders project incentives that may offer energy savings benefit to the Customer. Customer information includes any and all Customer information, including personal identifiable information, related to, provided and produced as a result of participating in Implementer's Program. Customer acknowledges and agrees to Implementer providing such Customer information for this purpose and recognizes this as a Program benefit. Customer Information as referred to under this provision will only be used and disclosed in accordance with these PPA terms and conditions.
6. **CPUC DISCLOSURE AND RIGHTS.** These terms and conditions can be modified anytime by the CPUC. All Program information and any documentation related to this PPA or provided by Customer as a result of this PPA shall be made available to the CPUC upon request.
7. **SAFETY AND COMPLIANCE WITH ALL LAWS.** Customer and Implementer agree to comply with all federal, state laws, safety requirements applicable to perform the rights and obligations under the Program.
8. **NO WARRANTY AND DISCLAIMER.** PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety performance, operational capability, reliability or any other aspect of any design, system, or equipment, if any, used under the program or any program deliverable and expressly disclaims any such representation warranty or liability, including the any warranties of merchantability and fitness for any particular purposes.
9. **NO OBLIGATION.** California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC.
10. **ADVERTISING AND USE OF PG&E'S NAME.** Customer agrees not to use PG&E's name in advertising, endorsing or otherwise in any published materials related to the Program and this PPA, absent PG&E written approval.

IN WITNESS WHEREOF, this Agreement is executed by

Participating Customer

Sierra Business Council

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____

Date: _____

Date: _____



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Woods Creek Park Project, Update

RECOMMENDATION:

Consider directing staff to:

1. Submit the required paperwork to extend the project delivery deadline from June 2024 to June 2028.
2. File a Deed Restriction for Woods Creek Park consistent with State Park Program requirements.
3. Amend the project description to include Pickleball striping and net to create a joint use on the half-court slab with the previously proposed basketball hoop.

BACKGROUND:

The Per Capita Program originates from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 under Proposition 68 which was approved by voters on June 5, 2018. The bill authorized the issuance of new bonds and reallocation of unissued bonds to finance a drought, water, parks climate, coastal protection, and outdoor access for all programs. The Per Capita Program provides local park rehabilitation, creation, and improvement grants to local jurisdictions. Projects must be for a recreational purpose. The grant is administered through the California Department of Parks and Recreation. The Per Capita funds are allocated to entities based on population.

Previously approved elements of the project include:

1. Construction of a Basketball Court.
2. Removal and replacement of the shade structure*.
3. New Playground surfacing.
4. Play equipment.
5. Other Minor Elements in support of recreation.

*The shade structure has already been removed for safety reasons.

DISCUSSION / ANALYSIS:

With the retirement of long-time Community Development Director, Rachelle Kellogg in December 2023, this project has been delayed slightly due to the hiring and orientation of her

replacement. While staff is proposing a project extension beyond June 2024, the intent is for this project to be delivered as soon as is practical and well before the extension deadline.

The City can't be reimbursed for Woods Creek Park expenditures until the Deed Restriction is in place. The City has \$177,952 for this project and reimbursable spending is expected to begin as soon as the Deed Restriction has been recorded. The shade structure was previously removed as indicated above at a cost of \$8,376. This expense has not yet been reimbursed.

The Council previously approved putting this project out to bid, and pending the Council's decision on the inclusion of Pickleball as an element of this project the bid process will begin as soon as the plans have been modified to include this activity.

What is Pickleball?

"Pickleball is a racket or paddle sport in which two players (singles) or four players (doubles) hit a perforated, hollow plastic ball with paddles over a 34-inch-high (0.86 m) net until one side is unable to return the ball or commits a rule infraction. Pickleball is played indoors and outdoors. It was invented in 1965 as a children's backyard game in the United States. In 2022, pickleball was named the official state sport of Washington.^[2]

While it resembles tennis and table tennis, pickleball has separate rules, paddles, and court dimensions, making it a different sport. The court is 44 feet (13.4m) long and 20 feet (6.1m) wide, and the paddle is larger than the one used in table tennis. The hard plastic ball used in pickleball produces less bounce than tennis balls. The minimal amount of bounce, the non-volley zones, and the underhanded stroke with which all serves are made give the game a dynamic pace.

"Between 1965 and 2020, pickleball became a popular sport in the Pacific Northwest region of the United States and began to grow in popularity elsewhere. **In 2021, 2022, and 2023, the sport was named the fastest-growing sport in the United States by the Sports and Fitness Industry Association, and by 2023 it was estimated to have over 4.8 million players.** The growing popularity of the sport has been attributed to its short learning curve, its appeal to a wide range of ages and fitness levels, and its low startup costs." (Excerpted from Wikipedia, bolded section is mine).

FISCAL IMPACT:

There will be no additional cost to amend the plans for Wood Creek Park which were previously created by Jerry Fucillo. The City has retained his services to assist on projects such as this one.

ATTACHMENTS:

Deed Restriction, provided by the California Department of Parks and Recreation
Amendment No. 1 to Contract No C9801734
Woods Creek/Rotary Park Layout

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Item 4.

AMENDMENT TO CONTRACT

Contract No. C9801734 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Sonora

The State and, City of Sonora in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

The appropriation liquidation date has been extended to June 30, 2028.
Special Provisions language regarding Executive Order N-6-22 has been added.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Sonora

STATE DEPARTMENT OF PARKS AND RECREATION

By _____

By _____

Title City Administrator

Applicant's Authorized Representative as shown in Resolution

Date _____

Date _____

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NO C9801734	AMENDMENT NO 1	FISCAL SUPPLIER I.D. 0000012964	PROJECT NO 18-55-005			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0		FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$177,952		ITEM 3790-101-6088		CHAPTER 29	STATUTE 18	FISCAL YEAR 2023/24
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952		Reporting Structured 37900091	Account/Alt Account 5432000-5432000000	ACTIVITY CODE 69801		PROJECT/WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Sonora (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

SIGNATURES

City of Sonora
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Administrator

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Lydia Willett

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

- I. WHEREAS, _____
_____ (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And
- III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Install new sports court, and shade structure at Woods Creek Park. on the Property; and
- IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-55-005 , (hereinafter referred to as "Grant") for Install new sports court, and shade structure at Woods Creek Park. on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public,
 personally appeared _____, who proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
 person(s) acted, executed the instrument.

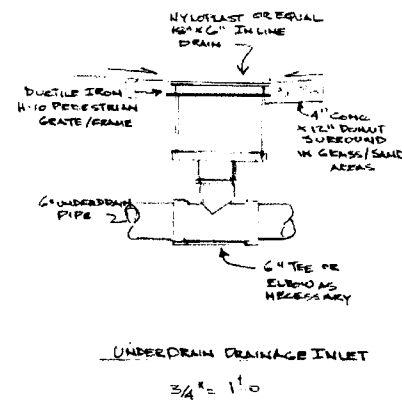
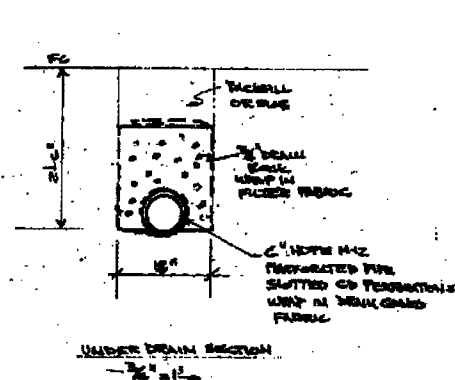
I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GENERAL NOTES/SPECIFICATIONS

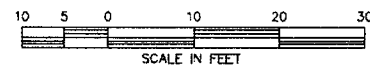
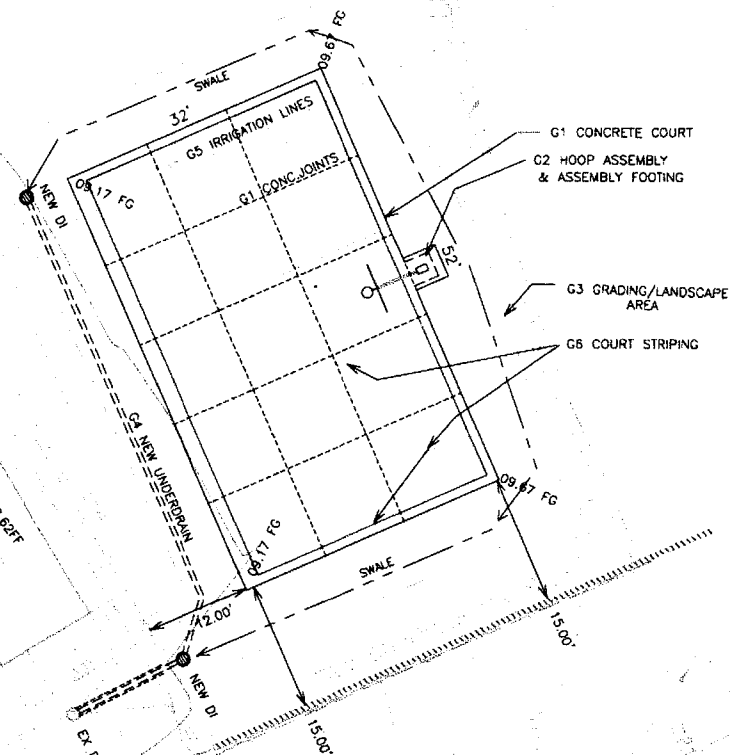
1. Concrete Basketball court to be 5'2" X 32' X 5" thick concrete reinforced with #4 rebar at 12" both ways and placed over 6" of 3/4" Class 2 Caltrans Aggregate Base compacted to 95% Relative Compaction.
- A. Concrete work and materials shall be in accordance with Caltrans Standard Specifications 2018 Sections 51, 73, and 90. Concrete shall be of a design mix with a 28 day strength of 3500 psi based upon a proven cylinder break history, and shall be provided with admixtures to improve workability, reduce shrinkage, and with a high sand to aggregate ratio to support the special finish, as indicated below.
- B. Special finish for the horizontal surfaces of the court area shall be an evenly gray colored light sand wash finish produced by washing and brushing the finished surface after using a cure retarder such as Top-Cast or Litho-Cast. Sand wash process shall be as recommended by the retarder manufacturer's specifications for a light sandblast finish of even gray color. After the sand wash finish process, the slab shall be cured in accordance with the manufacturer's recommendations. The special finish shall be pre-tested with at least two 24" x 24" samples approved by the Engineer prior to application on the project.
- C. Reinforcement to shall be AS TM, A615 Grade 60. In the 5" slab, all rebar shall be supported by to be 2" clear of the base or subgrade surface.
- D. After finishing of the court concrete surface, crack control joints of 1/4" wide x 1" deep shall be concrete sawcut into the court surface on a 10' to 12' pattern as indicated in the Basketball Court Detail. After concrete cure, these crack control joints shall be filled to a flush surface with a flexible epoxy joint sealer gray in color.
2. The Basketball Hoop Assembly shall be a pro style heavy duty hoop assembly as commercially provided by Mega-Slam, Pro-Dunk or other commercial manufacturers, and with the following characteristics:
 - A. Backboard to be a rust resistant 72" x 42" backboard with 1/4" warranted glass, with an inground heavy duty rust resistant column with a 5' backboard offset at 10' hoop height, and adjustable in height to 5'. Manufacturer to include a heavy duty base plate and 6 anchor bolts with an adjustable column angle. Assembly to include a pro hoop, padded column and backboard pads and assembly instructions. A submittal of the product brochure shall be submitted and approved the Engineer prior to ordering.
 - B. The Hoop Assembly Footing shall consist of a minimum 36" X 36" concrete column footing which will extend to 4'-6" below the finish grade of the court. The footing will be capped with a 4' x 4' x 6" concrete slab which would be poured with and tied into the court slab. The slab and footing would be reinforced with #4 @ 12" rebar both ways and for both horizontal vertical directions in the footing, as well as the hoop assembly manufacturer's recommendation for extension of the anchors bolts for the assembly. The footing for the assembly shall be excavated and poured prior to the court slab and after inspection by the Engineer. There may be some adjustments made for soil and rock conditions.
3. Grading/Landscaping: The site and existing lawn area to be graded and removed shall be a minimum of 6' outside of the court periphery shown in the detail plan. Grades shown on the plan are approximate and may be adjusted by the Engineer. It is intended the edge of the court be 2" above existing grade and the finish grade of the replaced lawn area slope slightly to the swale lines to drain away from the court slab. The site should be excavated to 6" below the court slab for installation of the court. After pouring of the court, the edge of the court to the swale line should be backfilled with aggregate to about 3" below the court so that some soil and grass sod can be installed to the top of the court slab and drain to the swale line. Provide submittals for the replacement grass sod for approval of the Engineer prior to ordering.
4. New Underdrain: Install new underdrain and drainage inlets in accordance to details shown on the plan. Sawcut existing concrete slab to be into existing drain and patch concrete to match existing concrete walkway.
5. Irrigation Lines: Locate all irrigation lines in the vicinity of the court. Relocate existing 1.5" line around court slab with 1.5" Schedule 40 PVC. Shut off irrigation onto work area during construction. Adjust irrigation to not spray on court after construction.
6. Court Striping: To be 2" wide acrylic paint (white) over an acrylic primer to a high school template for a half court. Include edge and limit lines.



DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
SON.	TUO	CITY PARK		1	1

GERARD J. FUCCILLO
CITY ENGINEER
RCE 22007
PRELIMINARY

CITY OF SONORA
94 SOUTH WASHINGTON STREET
SONORA, CALIFORNIA 95370
WOODS CREEK/ROTARY PARK BASKETBALL COURT



BASKETBALL COURT DETAIL

WOODS CREEK DRIVE

WOODS CREEK/ROTARY PARK LAYOUT

NEW BASKETBALL HALFCOURT



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Administrative Services Department Report for December 2023

RECOMMENDATION

Receive the Administrative Services Department Report for December 2023 (FY23/24).

DISCUSSION



Administrative Services

The Administrative Services Department provides a wide range of comprehensive support services which include: accounting, finance administration and reporting, budgeting, audit, compliance, treasury management, payroll, human resources, recruitments, accounts receivable, local tax collection, accounts payable, procurements, business license management, risk management, information technology for the City.

Monthly Report to the City Council

December '23

Highlights of General Fund Revenues:

	Current Period	YTD	FY23/24 Budget	% of Budget
Property Tax	\$ 311,436	\$ 438,163	\$ 980,600	44.7%
Sales Tax	\$ 299,566	\$ 1,769,196	\$3,355,600	52.7%
Measure Y	\$ 263,224	\$ 2,273,214	\$4,000,000	56.8%
Transient Occupancy Tax	\$ 40,595	\$ 319,314	\$ 600,000	53.2%
Cannabis Public Benefit Fees	\$ 62,711	\$ 371,583	\$ 605,000	61.4%
Building Permits	\$ 7,028	\$ 50,655	\$ 130,000	39.0%
Business Licenses	\$ 46,980	\$ 52,594	\$ 126,900	41.4%

Highlights of General Fund Expenditures:

	Current Period	YTD	FY23/24 Budget	% of Budget
Salaries and Benefits	\$ 742,236	\$ 3,314,105	\$7,526,600	44.0%
Operating Expenditures	\$ 370,867	\$ 1,706,904	\$3,227,425	52.9%
Transfers	\$ 6,291	\$ 163,944	\$ 185,000	88.6%

Total Number of Checks/DD Processed:

A/P	YTD	H/R	YTD
154	989	160	710

Business License Activity:

Licenses Issued

Current Month Zone A	Current Month Zone B	YTD Zone A	YTD Zone B
4	10	10	84



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Fire Department Monthly Report – January 2024

RECOMMENDATION

Receive the Fire Department Monthly Report – January 2024

DISCUSSION

Receive the Fire Department Monthly Report – January 2024

FISCAL IMPACT

N/A

1. City of Sonora Fire Department responded to 162 calls for service in January 2024.
2. Sonora City Units responded to emergency calls as follows:

114 - Chimney or flue fire, confined to chimney or flue	1
321 - EMS call, excluding vehicle accident with injury	100
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	3
412 - Gas leak (natural gas or LPG)	1
463 - Vehicle accident, general cleanup	1
511 - Lock-out	1
520 - Water problem, other	1
550 - Public service assistance, other	1
553 - Public service	6
554 - Assist invalid	5
611 - Dispatched & cancelled en route	18
631-Authorized Control Burn	2
651 - Smoke scare, odor of smoke	1
730 - System malfunction, other	10
735 - Alarm system sounded due to malfunction	2
736 - CO detector activation due to malfunction	1
740 - Unintentional transmission of alarm, other	1
745 - Alarm system activation, no fire - unintentional	2
Total:	162

3. Monthly dollar loss in the City, resulting from fire: 0
4. The average response time during the month: 4:37
5. Automatic or mutual aid given: 46



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: MONTHLY REPORT – SONORA POLICE DEPARTMENT

RECOMMENDATION

Receive the Sonora Police Department monthly report for January 2024.

DISCUSSION

The attached summarizes activities for January 2024.

	Jan 2024	Dec 2023	Jan 2023
Total Incidents	1003	1,068	1,314
Calls for Service	684	669	806
Officer Initiated	319	399	508
Total Arrests	40	36	57
Felony Arrests	4	5	7
Misd. Arrests	36	31	50
Total Reports	92	104	135
Parking Citations	5	12	22
Moving Citations	12	10	6
Domestic Violence	4	7	5
Larceny Inc./Inv.	26	35	12
Total Collisions	25	32	28
Collision Invest.	9	9	16

	Jan 2024	Dec 2023	Jan 2023
Homeless Activity	118/16	113/18	111
Animal Calls	23	32	32
Public Intox. / UID	7	9	10
DUI Arrests	2	2	7
Total Phone Calls / 911 Calls	2,151/381	1,918/301	2,136/387
Average Per Day	69	62	69
Vehicle Releases	3	2	9

*Homeless Activity tracking requires additional manual inputs; the actual number of associated incidents will typically be higher than the reported number. The second number reflects case investigation reports.

FISCAL IMPACT

There is no fiscal impact on the General F/und.

January 2024 - Crimes by Area

Area 1 Reports:

Violent Crimes:

- 2 – Felony Domestic Violence (one including felony kidnapping, felony violation of a domestic violence restraining order, misdemeanor brandishing of a weapon other than a firearm, and misdemeanor criminal threats)
- 1 – Misdemeanor Domestic Battery
- 1 – Misdemeanor Violation of a Domestic Violence Restraining Order
- 1 – Misdemeanor Battery on a Person

Burglaries / Other Larceny:

- 5 – Misdemeanor Business Burglary (Shoplifting)

Area 2 Reports

Violent Crimes:

- 1 – Felony Domestic Violence
- 1 – Felony Battery on a Person resulting in Great Bodily Injury

Burglaries / Other Larceny:

- 1 – Misdemeanor Business Burglary (Shoplifting)
- 2 – Misdemeanor Petty Theft from a Business Location

Area 1 Monthly Report January 2024

Neighborhood Watch:

ELKS HILL:

- No updated activity

SONORA KNOWLES:

- No updated activity.

Case(s) for discussion:

- 24-47-On 01/17/2024, at approximately 8:27 pm, Sonora PD officers were dispatched to a report of a kidnapping that had occurred in the WalMart parking lot. Officers arrived on scene and interviewed several witnesses who stated they saw a white, male, adult force a white, female, adult into the back of a green, Subaru station wagon. The vehicle then fled the scene. After viewing video footage from a nearby surveillance camera, officers were able to identify the suspect as Paul Allen Graham. Armed with search warrants, Officers arrested Graham from his home. The victim was also found at the home safe and was relocated. Graham was booked into the Tuolumne County jail for domestic violence, violation of a court order, brandishing a firearm and criminal threats.
- 24-58-On 01/20/2024, at approximately 2:59 pm, Sonora PD officers were dispatched to 130 West Stockton St concerning a verbal argument between a male and female. Officers arrived on scene and identified the male half as, Shane Christian Bates. A background check on both parties was conducted; which showed Bates had a felony arrest warrant from the California State Parole Board. Dispatch also informed officers that Bates was the restrained person in two domestic violence restraining orders and female on scene was the protected person. Bates was arrested and booked into the Tuolumne County jail on a parole hold and violation of a domestic violence restraining order.

Recruitments:

- Officer oral board exams were completed and two lateral applicant has been moved into backgrounds.
- Sergeant oral board exams have been completed and one applicant has been moved into backgrounds.

Training:

- Sergeant Nygard has completed the FTO update course and will be attending the FTO SAC class in February.

Range:

- Firearms requalification is scheduled for March.

Dispatch:

- Dispatcher oral board exams were completed and one applicant has been moved into backgrounds.

Respectfully Submitted,
Sgt. Eric Nygard

Area 2 Monthly Report January 2024

Neighborhood Watch:

MYERS HILL:

- No updated activity.

NORTH STEWART:

- No updated activity.

HIGHLAND VIEW:

- No updated activity

Case(s) for discussion:

- 24-76-On 01/27/2024, at approximately 1:31 am, SPD officers were dispatched to a report of a fight at Zane's Iron Horse Lounge. Two intoxicated subjects were involved in a mutual fight where one subject sustained injuries to his face and eye. The second suspect in the fight fled the scene and is still outstanding.
- 24-49-On 01/18/2024, at approximately 9:30 pm, SPD officers were dispatched to 384 S. Barretta St. concerning a domestic battery call. The victim advised dispatch her boyfriend had battered her and was now sleeping downstairs. The victim also advised dispatch there was a firearm in the house. Officers arrived on scene and contacted the suspect on the downstairs floor of the residence. An investigation was conducted and the suspect was arrested for felony domestic battery.

Field Training Program:

- Both Sonora PD recruits are progressing through the basic academy and are on target to graduate in 2024.

Investigations:

- Detective Brickley wrote 3 search warrants related to a kidnapping case which occurred in the Walmart parking lot.
- Investigations is actively investigating a case involving the possible sexual battery of a minor.

Property and Evidence:

- No updated activity

Fleet:

- Unit 23's charging cradle has been repaired.
- SPD unit 4 has returned from maintenance and is back in service.
- Five Police Explorer patrol cars are scheduled to be delivered on February 16

Reserves/Volunteers:

- No updated activity

Respectfully Submitted,
Sgt. Eric Nygard



CITY COUNCIL AGENDA REPORT

MEETING DATE: February 20, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lagomarsino, Public Works Supervisor

SUBJECT: Sonora Public Works Department monthly report for January 2024

RECOMMENDATION:

Receive the Sonora Public Works Department monthly report for January 2024.

DISCUSSION:

For January 2024, the City of Sonora Public Works Department performed the following activities:

Streets

- Spent several days pot-holing City Streets.
- Dismantled deck and ramp from Santa's house before removal of the house.
- Loaded and hauled to storage, cutout decorations in Court House Park.
- Took down decorations on Christmas Tree and removed the tree from Red Church.
- Took down Christmas lights placed on Locomotive, and on the historical fountain.
- Loaded, and hauled Santa's House from Courthouse Park.
- Took down 30 Christmas banners from City Streetlight poles.
- Early morning removal of 30 Christmas wreaths from City Streetlight poles.
- Returned numerous shopping carts to businesses abandoned on City Streets.
- Spent numerous days picking up leaf piles throughout the city streets.
- Sanded streets as needed following the freezing events.
- Replaced several burnt-out city-owned streetlight bulbs throughout the city.
- Loaded and hauled two pay piles from City Street.
- Put down ice melt on numerous sidewalks following the freeze.
- Replaced bulbs in two Streetlights in the Bungalows subdivision.
- Performed roadside trash removal on several City Streets.
- Assisted the Police Department with road closure on Hospital Rd following the train derailment.
- Installed a tarp on the hillside to prevent mudslides on West Church Street.

Facilities

- Boarded up broken window at the Stewart House.
- Made repairs to a broken drainpipe at the Fire Department.
- Repaired rain gutter downspout at the Police Department.
- Cleaned rain gutters at the Police Department, Opera Hall, and the CVNC building.
- Installed weather caulking for leaks in the 911 room at the Police Department.
- Made repairs to chair carts at the Opera Hall.
- Cleaned, and cleared roof drains on City Hall, and Fire Museum.

Parks/Landscapes/Parking Lots

- Monthly inspection of playground equipment at Rotary Park.
- Installed two (NO OVERNIGHT PARKING) signs in the City lot on Green Street,
- Spent numerous days picking up, and hauling leaves from City parks, and Landscapes.
- Removal of graffiti in Rotary Park, and Coffill Park.
- Replaced damaged trash receptacle in the Bowling Alley Lot.
- Removed a large broken branch from a tree at Rotary Park.
- Made repairs to damaged lighting in the Terzich Parking Structure.

Storm Drains

- Spent numerous days digging, and flushing out storm drain inlets, ditches, and culverts.
- Made repairs to the storm culvert in a sinkhole on Hospital Rd.
- Excavated and removed debris from the storm drainage ditch on Southgate Drive.

Cemeteries

- Performed annual weed spraying at Mountain Shadow.
- Daily-Check messages at Mountain Shadow, and returned calls as needed.
- Daily Cleaning of irrigation filters during irrigation season.
- Marked out plots as requested by the Funeral Home as needed.
- Set headstones as requested by the Funeral Home.
- Mowed, and edged lawns weekly during spring and summer months.

Miscellaneous

- Daily unlock, and service of all public restrooms.
- Put up weekly event banners downtown.
- Garbage collection twice a week in all City parking lots, Landscapes, and Parks.
- Monthly fleet vehicle inspections.
- Twice weekly- Ran Street sweeper early morning on a rotating street schedule throughout the city.
- Installed and tested sand spreader and snowplow prior to storms.
- Assisted fairgrounds with replacing Streetlight bulbs.
- Made repairs to Santa's house deck, and ramp.

FISCAL IMPACT:

No fiscal impact to the General Fund.