



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

**CITY OF SONORA
City Council Regular Meeting
Agenda
Monday, August 18, 2025
5:00 PM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on August 18, 2025, 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 live streaming connection malfunctions for any reason and no Council Members are attending via teleconference, the City Council will continue the public meeting in Chambers without remote access.

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

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

Mayor Ann Segerstrom

Vice Mayor Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Melissa Eads

City Attorney Douglas White

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



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CLOSED SESSION - 4:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS**
- 4. ADJOURN INTO CLOSED SESSION**

A. Conference with Legal Counsel - Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code Section §54956.9, Paragraph (2) of Subdivision (d): One (1) Potential Case; Rachel Rappaport, City Attorney, Tyler Summersett, Community Development Director.

B. Public Employee Appointment (Government Code Section §54957(b)(1).) Title: Fire Chief. Doug White, City Attorney, Chris Gorsky, Assistant City Administrator, Melissa Eads, City Administrator.

C. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Gov. Code, § 54956.9(d)(2): One (1) Potential Matter; Doug White, City Attorney, Melissa Eads, City Administrator.

D. Conference with Labor Negotiators (Gov. Code Section § 54957.6): Agency Designated Representatives: Melissa Eads, City Administrator; Chris Gorsky, Assistant City Administrator; Employee Organization: Sonora Fire Fighters Association (SFFA); Sonora Employees Association (SEA).

- 5. RECONVENE INTO OPEN SESSION**

OPEN SESSION - 5:00 PM

- 6. REPORT OUT OF CLOSED SESSION**
- 7. PLEDGE OF ALLEGIANCE**
- 8. ROLL CALL**
- 9. CITY CLERK'S REPORT ON AGENDA POSTING**
- 10. APPROVAL OF THE AGENDA**
- 11. 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.

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12. PRESENTATIONS

A. Consider Acceptance of a Donation of a Canine Ballistic Vest Valued at \$1,220 from Friends of Sonora Police Department; Turu VanderWiel, Police Chief.

13. 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.

A. Consider Acceptance of an Informational Report for July Accounts Payable Payment Register and Void Report; Chris Gorsky, Assistant City Administrator

B. Consider Approval of Disbursements in the Amount of \$327,395.68, and \$249,207.10 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/City Clerk.

C. Consider Approval of the Reclassification of One (1) Full-time Public Works Assistant Position to a Public Works Specialist Position, Effective July 1, 2025, With the Associated Fiscal Impact to be Absorbed Within the Approved FY25/26 Budget; Tracy Skelly, Administrative Services Officer/City Clerk.

D. Consider Appointment of a City Negotiation Team for Sonora Fire Fighters Association (SFFA) Negotiations; Melissa Eads, City Administrator.

E. Consider Approval of a Letter of Support Sent to the Department of Forestry and Fire Protection (CAL FIRE) Wildland Prevention Program; Andy Merrill, Vice Mayor.

F. Review and Discuss Adding to a Future Agenda a Proclamation Recognizing National Suicide Prevention Week and National Suicide Prevention Month in Observance of 988 Day; Andy Merrill, Vice Mayor.

14. PUBLIC HEARINGS

A. Waive the First Reading, Read By Title Only, and Introduce for Consideration, Approval, and Adoption of the Updated Defensible Space Ordinance No. 907, Modifying and Updating Chapter 8.12.010-8.12.090 of the Sonora Municipal Code; Gary Carlson, Interim Fire Chief.

15. NEW BUSINESS

A. Consider Approval of the Dewberry Engineers Inc. (Dewberry) Team to Provide Project Oversight Services in the Amount of \$35,000 for the North-South Connector Project Initiation Document (PID) Project; Mike Pugh, Dewberry Engineers Inc./City Engineer.

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B. Consider Discussion and Direction to Dissolve Four (4) City Commissions/Committees; Melissa Eads, City Administrator, Josh Varinsky, City Attorney.

C. Consider the Mayor's Appointment of Curtis Wicks to Serve as a City of Sonora Planning Commissioner for a Four-Year Term Expiring on July 1, 2029; Tyler Summersett, Community Development Director.

Consider the Mayor's Re-Appointment of Nathan Morales to Serve as a City of Sonora Planning Commissioner for a Four-Year Term Expiring on July 1, 2029; Tyler Summersett, Community Development Director.

D. Consider Approval of the (Low) Bid Award to Baldwin Construction for the Public Works Maintenance Yard Structure Project in the Amount of \$210,000 and Authorize the City Administrator to Sign the Construction Agreement and all Related Project Documents; Tyler Summersett, Community Development Director.

16. COMMUNICATIONS

A. Receive Communications from the California Department of Transportation to the Tuolumne County Transportation Council (TCTC) Regarding Maintenance Updates, Traffic Operations Updates, and Project Program Updates.

17. COUNCIL MEMBER REPORTS

18. ADJOURNMENT

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

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

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



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Consider Acceptance of a Donation from Friends of Sonora Police Department.

RECOMMENDATION:

Consider Acceptance of a Donation of a Canine Ballistic Vest Valued at \$1,220 from Friends of Sonora Police Department.

BACKGROUND:

The City of Sonora is a political subdivision of the State of California and, therefore, a qualified donor organization. If a contribution is made to the City, it must be exclusively used for a public purpose. Under the Internal Revenue Code Section 170(c)(1), contributions made to the City qualify as a charitable donation.

Recently, Friends of the Sonora Police Department made a significant contribution to enhance the safety of our police canine program by donating a ballistic vest valued at \$1,220.43. This purchase was made possible by a generous community member who donated the funds specifically for this purpose.

FISCAL IMPACT:

There is no fiscal impact to the City.

ATTACHMENTS:

- Donation Order Confirmation with Costs
- Qualified Charitable Donation Letter

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Public Safety and Disaster Preparedness, Training, and Retention.



(<https://www.elitek9.com/>).

- 1 CUSTOMER INFORMATION
- 2 CHECKOUT
- 3 RECEIPT

Thank you for your order.

Your web confirmation number is 23574517.
Click Here to Print this Page

Billing Address	Shipping Address
RON WATSON 247 HOSPITAL RD SONORA, CA 95370 United States rwatson0311@gmail.com	Same as Billing

Qty	Description	Total
1	Agile Canine Vest w/ BOA System XXL Black Item: ACVBOA 2 B Price: \$1,199.95	\$1,199.95

Subtotal: \$1,199.95
(National, State and Local taxes) Tax: \$0.00
(FEDEX HOME DELIVERY) Shipping: \$20.48

TOTAL: \$1,220.43

PLACE NEW ORDER (<https://www.elitek9.com/neworder2.asp>).



City of Sonora

"Queen of the Southern Mines"

94 North Washington Street

Sonora, CA 95370

(209)532-4541

Qualified Charitable Donations to the City of Sonora

The City of Sonora is a political subdivision of the State of California and is therefore a qualified donor organization. If a contribution is made it must be used exclusively for public purposes. Under Internal Revenue Code Section 170(c)(1), contributions to the City of Sonora Qualify as a charitable donation where the benefits to the donor are minimal or incidental.

Any donation of more than \$1,000 must be brought to the City Council for approval and acceptance. The City Administrator may only accept or decline any donation after consideration of an immediate or initial expenditure, and consideration of the potential and extent of the City's obligation to maintain, match or supplement the donation. The City Administrator may choose to request City Council consideration of any donation.

While most donations to the City are deductible, any donors should make the appropriate determination with their tax accountant.

Date: December 12, 2024

Name of Donor: Friends of Sonora Police Department

Address: PO Box 4430, Sonora, CA 95370

Description of Donation: K9 Ballistic Vest

Donor Estimated Value: \$1,220.43

Potential Acquisition or Installation Cost, Ongoing Maintenance Costs:
N/A

Intended Use: Canine Safety

Conditions of Acceptance: Exclusively for SPD Canine Program

Accepted By (City): City of Sonora



CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Consider Acceptance of an Informational Report for July 2025 Accounts Payable Payment Register and Void Report.

RECOMMENDATION:

Consider Acceptance of an Informational Report for July Accounts Payable Payment Register and Void Report.

BACKGROUND:

The Administrative Services Department manages the payment processing for all City disbursements. The City has three main types of payments which includes the following:

1. Vendors – These payments are associated with goods received and contractual services provided to the City and payroll benefits paid by the City on behalf of City employees.
2. Refunds – These payments are associated with refunds issued for deposits collected and have been authorized to be released for business licenses, building permits, rental agreements, etc.
3. Employees – These payments are associated with City-related travel advances and reimbursements related to training events or City business reimbursements.

DISCUSSION / ANALYSIS:

On a monthly basis, Administrative Services Staff prepares a monthly warrant report of vendors receiving payment from the City. The informational report of the monthly payments provides Council the oversight and ability to review all spending activity for the City.

FISCAL IMPACT:

No fiscal impact will result from this informational report on the July Accounts Payable Payment Register and Void report. Expenditures are tracked according to budget authority.

All payments have been approved for payment through the adoption of the fiscal year budget or by an additional item passed by Council.



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS:

- Accounts Payable Warrants Report

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Staffing - Salary, Benefits, Training, and Retention

City of Sonora

Check/Voucher Register - Check List - Council
From 7/1/2025 Through 7/31/2025

Check Number	Effective Date	Document Description	ID	Payee	Check Amount	Payment Type	VOID ?
202971	7/3/2025	System Generated Check/Voucher	200005	Amazon Business	1,138.11	Check	No
202972	7/3/2025	System Generated Check/Voucher	200016	Tuolumne County Public Power Agency	4,061.47	Check	No
202973	7/3/2025	System Generated Check/Voucher	200024	Comcast Business	201.28	Check	No
202974	7/3/2025	System Generated Check/Voucher	200032	Mountain Oasis Water	34.00	Check	No
202975	7/3/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	2,462.51	Check	No
202976	7/3/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	78.74	Check	No
202977	7/3/2025	System Generated Check/Voucher	200060	Combined Benefits Administrators	25.80	Check	No
202978	7/3/2025	System Generated Check/Voucher	200066	Muni Sevices / Avenu	1,198.65	Check	No
202979	7/3/2025	System Generated Check/Voucher	200072	United Site Services	97.93	Check	No
202980	7/3/2025	System Generated Check/Voucher	200080	JTM Cleaning Co.	1,350.00	Check	No
202981	7/3/2025	System Generated Check/Voucher	200091	Adventist Health Sonora	626.00	Check	No
202982	7/3/2025	System Generated Check/Voucher	200094	Sierra Instant Print	1,688.34	Check	No
202983	7/3/2025	System Generated Check/Voucher	200111	Division of the State Architect	34.40	Check	No
202984	7/3/2025	System Generated Check/Voucher	200224	Tuolumne County Auditor Controller	638.00	Check	No
202985	7/3/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	291.72	Check	No
202986	7/3/2025	System Generated Check/Voucher	200441	Willey Printing Co., Inc.	137.90	Check	No
202987	7/3/2025	System Generated Check/Voucher	200535	Toshiba Financial Services	2,090.48	Check	No
202988	7/3/2025	System Generated Check/Voucher	200640	Diamond Digital Marketing Co.	1,000.00	Check	No
202989	7/3/2025	System Generated Check/Voucher	200750	Jessica Hodge	506.49	Check	No
202990	7/3/2025	System Generated Check/Voucher	200759	Pioneer Community Energy	2,083.87	Check	No
202991	7/3/2025	System Generated Check/Voucher	Emp2004	Christopher Gorsky	158.20	Check	No
202992	7/3/2025	System Generated Check/Voucher	FM2001	Mourad Cherif (Hummus Heaven)	35.00	Check	No
202993	7/3/2025	System Generated Check/Voucher	FM2002	Dambacher Family Farms	13.00	Check	No
202994	7/3/2025	System Generated Check/Voucher	FM2003	Jonathan Anderson dba Tuttletown Far	29.00	Check	No
202995	7/3/2025	System Generated Check/Voucher	FM2006	Rosa's Portuguese Bakery, Inc.	18.00	Check	No
202996	7/3/2025	System Generated Check/Voucher	FM2007	Tyson Hill Farm LLC	80.00	Check	No
202997	7/3/2025	System Generated Check/Voucher	FM2008	J&J Ramos Farms, Inc.	118.00	Check	No
202998	7/3/2025	System Generated Check/Voucher	FM2009	Bulk Farms Inc dba Oakdale Cheese	14.00	Check	No
202999	7/3/2025	System Generated Check/Voucher	FM2014	Schnoogs Cafe	4.00	Check	No
203000	7/10/2025	System Generated Check/Voucher	200005	Amazon Business	620.44	Check	No
203001	7/10/2025	System Generated Check/Voucher	200011	AT&T Calnet 3	785.26	Check	No
203002	7/10/2025	System Generated Check/Voucher	200013	JS West Propane Gas	68.26	Check	No
203003	7/10/2025	System Generated Check/Voucher	200017	TargetSolutions Learning LLC	1,520.00	Check	No

City of Sonora

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From 7/1/2025 Through 7/31/2025

Check Number	Effective Date	Document Description	ID	Payee	Check Amount	Payment Type	VOID ?
203004	7/10/2025	VOID - U.S. Bank Corporate Payment System - Overflow		U.S. Bank Corporate Payment System	0.00	Check	Yes
203005	7/10/2025	System Generated Check/Voucher	200018	U.S. Bank Corporate Payment System	12,490.74	Check	No
203006	7/10/2025	System Generated Check/Voucher	200024	Comcast Business	163.42	Check	No
203007	7/10/2025	System Generated Check/Voucher	200027	Galls, LLC	904.81	Check	No
203008	7/10/2025	System Generated Check/Voucher	200032	Mountain Oasis Water	28.75	Check	No
203009	7/10/2025	System Generated Check/Voucher	200036	O'Reilly Auto Parts	36.45	Check	No
203010	7/10/2025	System Generated Check/Voucher	200039	Safe-T-Lite of Modesto, Inc.	1,024.63	Check	No
203011	7/10/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	28.84	Check	No
203012	7/10/2025	System Generated Check/Voucher	200047	Tuolumne Utilities District	623.71	Check	No
203013	7/10/2025	System Generated Check/Voucher	200048	The Union Democrat	207.00	Check	No
203014	7/10/2025	System Generated Check/Voucher	200054	GJF Engineering	800.00	Check	No
203015	7/10/2025	System Generated Check/Voucher	200055	Keenan Associates	85,453.30	Check	No
203016	7/10/2025	System Generated Check/Voucher	200058	Unum Life Insurance Company of Amer	2,726.88	Check	No
203017	7/10/2025	System Generated Check/Voucher	200060	Combined Benefits Administrators	172.00	Check	No
203018	7/10/2025	System Generated Check/Voucher	200074	Vision Service Plan (CA)	875.48	Check	No
203019	7/10/2025	System Generated Check/Voucher	200075	Waste Management	33.43	Check	No
203020	7/10/2025	System Generated Check/Voucher	200117	Verizon Wireless	38.01	Check	No
203021	7/10/2025	System Generated Check/Voucher	200207	Sonora Police Officers Association	1,024.82	Check	No
203022	7/10/2025	System Generated Check/Voucher	200209	VALIC	25.00	Check	No
203023	7/10/2025	System Generated Check/Voucher	200210	Operating Engineers #3	292.50	Check	No
203024	7/10/2025	System Generated Check/Voucher	200216	Franchise Tax Board	540.00	Check	No
203025	7/10/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	1,357.88	Check	No
203026	7/10/2025	System Generated Check/Voucher	200320	Foust Heat Air Refrigeration	9,805.00	Check	No
203027	7/10/2025	System Generated Check/Voucher	200487	Standard Insurance Company	174.00	Check	No
203028	7/10/2025	System Generated Check/Voucher	200530	Dept of Industrial Relations	225.00	Check	No
203029	7/10/2025	System Generated Check/Voucher	200531	California State Disbursement Unit	258.92	Check	No
203030	7/10/2025	System Generated Check/Voucher	200533	ClearGov	13,130.00	Check	No
203031	7/10/2025	System Generated Check/Voucher	200533	ClearGov	4,950.00	Check	No
203032	7/10/2025	System Generated Check/Voucher	200598	Top Dog Police K9 Training & Consultin	250.00	Check	No
203033	7/10/2025	System Generated Check/Voucher	200606	Lexipol, LLC	2,849.00	Check	No
203034	7/10/2025	System Generated Check/Voucher	200606	Lexipol, LLC	1,575.00	Check	No
203035	7/10/2025	System Generated Check/Voucher	200610	Ann Segerstrom	25.00	Check	No
203036	7/10/2025	System Generated Check/Voucher	200656	Rebecca A. Bell, RN	1,127.00	Check	No
203037	7/10/2025	System Generated Check/Voucher	200735	Przybyla Advisors	1,500.00	Check	No

City of Sonora

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203038	7/10/2025	System Generated Check/Voucher	200737	TransUnion Risk and Alternative	179.00	Check	No
203039	7/10/2025	System Generated Check/Voucher	200754	Rands Mobile Welding	5,973.09	Check	No
203040	7/10/2025	System Generated Check/Voucher	200757	CALAFCO	2,077.00	Check	No
203041	7/10/2025	System Generated Check/Voucher	200760	CSAA	1,901.05	Check	No
203042	7/10/2025	System Generated Check/Voucher	200761	Public Agency Coalition Enterprise	1,709.07	Check	No
203043	7/10/2025	System Generated Check/Voucher	200762	NEOGOV	2,500.00	Check	No
203044	7/10/2025	System Generated Check/Voucher	200763	Habitat for Humanity of Tuolumne Coun	1,620.00	Check	No
203045	7/10/2025	System Generated Check/Voucher	200764	Sonora Sunrise Rotary Club	240.00	Check	No
203046	7/10/2025	System Generated Check/Voucher	Emp2070	Shane Theilen	36.78	Check	No
203047	7/10/2025	System Generated Check/Voucher	FM2001	Mourad Cherif (Hummus Heaven)	51.00	Check	No
203048	7/10/2025	System Generated Check/Voucher	FM2003	Jonathan Anderson dba Tuttle town Far	30.00	Check	No
203049	7/10/2025	System Generated Check/Voucher	FM2005	Sally J Oliver Trial dba Bon Appetit	21.00	Check	No
203050	7/10/2025	System Generated Check/Voucher	FM2007	Tyson Hill Farm LLC	103.00	Check	No
203051	7/10/2025	System Generated Check/Voucher	FM2008	J&J Ramos Farms, Inc.	82.00	Check	No
203052	7/10/2025	System Generated Check/Voucher	FM2014	Schnoogs Cafe	22.00	Check	No
203053	7/10/2025	System Generated Check/Voucher	FM2017	Columbia Kate's Teahouse & Bakery	48.00	Check	No
203054	7/10/2025	System Generated Check/Voucher	FM2018	Joseph Horat	47.00	Check	No
203055	7/17/2025	System Generated Check/Voucher	200001	Access Tuolumne (Cable 8)	742.00	Check	No
203056	7/17/2025	System Generated Check/Voucher	200005	Amazon Business	24.77	Check	No
203057	7/17/2025	System Generated Check/Voucher	200011	AT&T Calnet 3	179.87	Check	No
203058	7/17/2025	System Generated Check/Voucher	200020	AT&T Mobility (FirstNet)	1,805.19	Check	No
203059	7/17/2025	System Generated Check/Voucher	200020	AT&T Mobility (FirstNet)	66.28	Check	No
203060	7/17/2025	System Generated Check/Voucher	200024	Comcast Business	162.17	Check	No
203061	7/17/2025	System Generated Check/Voucher	200024	Comcast Business	352.51	Check	No
203062	7/17/2025	System Generated Check/Voucher	200024	Comcast Business	784.13	Check	No
203063	7/17/2025	System Generated Check/Voucher	200027	Galls, LLC	904.81	Check	No
203064	7/17/2025	System Generated Check/Voucher	200033	ODP Business Solutions, LLC	315.40	Check	No
203065	7/17/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	1,700.71	Check	No
203066	7/17/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	51.97	Check	No
203067	7/17/2025	System Generated Check/Voucher	200047	Tuolumne Utilities District	1,067.25	Check	No
203068	7/17/2025	System Generated Check/Voucher	200048	The Union Democrat	913.50	Check	No
203069	7/17/2025	System Generated Check/Voucher	200226	Rebecca Howard	993.21	Check	No
203070	7/17/2025	System Generated Check/Voucher	200231	Visit Tuolumne County	26,032.86	Check	No
203071	7/17/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	2,282.15	Check	No

City of Sonora

Check/Voucher Register - Check List - Council
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203072	7/17/2025	System Generated Check/Voucher	200277	CA Dept of Food and Agriculture	562.00	Check	No
203073	7/17/2025	System Generated Check/Voucher	200402	Viking Shred	119.98	Check	No
203074	7/17/2025	System Generated Check/Voucher	200413	CSG Consultants	12,617.00	Check	No
203075	7/17/2025	System Generated Check/Voucher	200423	Bear Electrical Solutions (BES), LLC	5,772.50	Check	No
203076	7/17/2025	System Generated Check/Voucher	200493	Crescent Supply	146.91	Check	No
203077	7/17/2025	System Generated Check/Voucher	200496	Victoria Arduengo	540.00	Check	No
203078	7/17/2025	System Generated Check/Voucher	200581	Regional Government Services	8,858.20	Check	No
203079	7/17/2025	System Generated Check/Voucher	200637	Industrial Electrical Co., Inc.	1,100.00	Check	No
203080	7/17/2025	System Generated Check/Voucher	200637	Industrial Electrical Co., Inc.	1,100.00	Check	No
203081	7/17/2025	System Generated Check/Voucher	200637	Industrial Electrical Co., Inc.	1,100.00	Check	No
203082	7/17/2025	System Generated Check/Voucher	200637	Industrial Electrical Co., Inc.	1,100.00	Check	No
203083	7/17/2025	System Generated Check/Voucher	200765	SBRPSTC	1,727.00	Check	No
203084	7/17/2025	System Generated Check/Voucher	200766	Harshwal & Company LLP	22,000.00	Check	No
203085	7/17/2025	System Generated Check/Voucher	200767	Judith Stoltenberg	380.00	Check	No
203086	7/17/2025	System Generated Check/Voucher	200768	Marsha Burch	427.50	Check	No
203087	7/17/2025	System Generated Check/Voucher	Emp2075	Rodolfo Figueroa	81.00	Check	No
203088	7/17/2025	System Generated Check/Voucher	FM2001	Mourad Cherif (Hummus Heaven)	54.00	Check	No
203089	7/17/2025	System Generated Check/Voucher	FM2002	Dambacher Family Farms	11.00	Check	No
203090	7/17/2025	System Generated Check/Voucher	FM2005	Sally J Oliver Trial dba Bon Appetit	23.00	Check	No
203091	7/17/2025	System Generated Check/Voucher	FM2006	Rosa's Portuguese Bakery, Inc.	41.00	Check	No
203092	7/17/2025	System Generated Check/Voucher	FM2008	J&J Ramos Farms, Inc.	99.00	Check	No
203093	7/17/2025	System Generated Check/Voucher	FM2010	Engler Ag Enterprises	1,072.00	Check	No
203094	7/17/2025	System Generated Check/Voucher	FM2013	Gold Country Honey Farms	14.00	Check	No
203095	7/17/2025	System Generated Check/Voucher	FM2014	Schnoogs Cafe	19.00	Check	No
203096	7/24/2025	System Generated Check/Voucher	200024	Comcast Business	186.01	Check	No
203097	7/24/2025	System Generated Check/Voucher	200028	General Plumbing Supply	279.80	Check	No
203098	7/24/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	265.89	Check	No
203099	7/24/2025	System Generated Check/Voucher	200036	O'Reilly Auto Parts	21.72	Check	No
203100	7/24/2025	System Generated Check/Voucher	200038	Safeguard Pest Control	405.00	Check	No
203101	7/24/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	20.42	Check	No
203102	7/24/2025	System Generated Check/Voucher	200047	Tuolumne Utilities District	1,406.27	Check	No
203103	7/24/2025	System Generated Check/Voucher	200048	The Union Democrat	166.50	Check	No
203104	7/24/2025	System Generated Check/Voucher	200052	Betzler Heating and Air Conditioning Inc	154.00	Check	No
203105	7/24/2025	System Generated Check/Voucher	200059	Cal.Net Motherlode	54.01	Check	No

City of Sonora
Check/Voucher Register - Check List - Council
From 7/1/2025 Through 7/31/2025

Check Number	Effective Date	Document Description	ID	Payee	Check Amount	Payment Type	VOID ?
203106	7/24/2025	System Generated Check/Voucher	200060	Combined Benefits Administrators	1,346.40	Check	No
203107	7/24/2025	System Generated Check/Voucher	200091	Adventist Health Sonora	205.00	Check	No
203108	7/24/2025	System Generated Check/Voucher	200094	Sierra Instant Print	244.69	Check	No
203109	7/24/2025	System Generated Check/Voucher	200101	Pine Alley Saw Shop	69.70	Check	No
203110	7/24/2025	System Generated Check/Voucher	200102	George Reed Inc.	761.89	Check	No
203111	7/24/2025	System Generated Check/Voucher	200207	Sonora Police Officers Association	1,024.82	Check	No
203112	7/24/2025	System Generated Check/Voucher	200209	VALIC	25.00	Check	No
203113	7/24/2025	System Generated Check/Voucher	200210	Operating Engineers #3	292.50	Check	No
203114	7/24/2025	System Generated Check/Voucher	200212	Tuolumne County Tax Collector	1,309.79	Check	No
203115	7/24/2025	System Generated Check/Voucher	200216	Franchise Tax Board	238.89	Check	No
203116	7/24/2025	System Generated Check/Voucher	200216	Franchise Tax Board	540.00	Check	No
203117	7/24/2025	System Generated Check/Voucher	200219	CalPERS	19,239.31	Check	No
203118	7/24/2025	System Generated Check/Voucher	200222	Underground Service Alert of Northern (	513.83	Check	No
203119	7/24/2025	System Generated Check/Voucher	200223	Department of Conservation	782.80	Check	No
203120	7/24/2025	System Generated Check/Voucher	200262	California Building Standards Commissi	225.90	Check	No
203121	7/24/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	3,610.53	Check	No
203122	7/24/2025	System Generated Check/Voucher	200413	CSG Consultants	2,993.00	Check	No
203123	7/24/2025	System Generated Check/Voucher	200423	Bear Electrical Solutions (BES), LLC	1,110.00	Check	No
203124	7/24/2025	System Generated Check/Voucher	200477	Code 3 Technology LLC	870.51	Check	No
203125	7/24/2025	System Generated Check/Voucher	200493	Crescent Supply	185.04	Check	No
203126	7/24/2025	System Generated Check/Voucher	200505	Valley Strong Credit Union	2,106.00	Check	No
203127	7/24/2025	System Generated Check/Voucher	200531	California State Disbursement Unit	258.92	Check	No
203128	7/24/2025	System Generated Check/Voucher	200574	Citygate Associates, LLC	5,711.02	Check	No
203129	7/24/2025	System Generated Check/Voucher	200606	Lexipol, LLC	2,849.00	Check	No
203130	7/24/2025	System Generated Check/Voucher	200769	Brian Smith Landscape Desing LLC	600.00	Check	No
203131	7/24/2025	System Generated Check/Voucher	200770	Timothy McCaffrey	718.75	Check	No
203132	7/24/2025	System Generated Check/Voucher	Emp2007	Ashley Brandow	166.00	Check	No
203133	7/24/2025	System Generated Check/Voucher	Emp2021	Erik Weber	299.00	Check	No
203134	7/24/2025	System Generated Check/Voucher	Emp2024	Aimee New	250.00	Check	No
203135	7/24/2025	System Generated Check/Voucher	Emp2039	Danny Duffy	166.00	Check	No
203136	7/24/2025	System Generated Check/Voucher	Emp2044	Ronald Watson	299.00	Check	No
203137	7/24/2025	System Generated Check/Voucher	Emp2058	Eric Nygard	331.00	Check	No
203138	7/24/2025	System Generated Check/Voucher	Emp2072	Stacy Enos-Del Razo	201.64	Check	No
203139	7/24/2025	System Generated Check/Voucher	FM2001	Mourad Cherif (Hummus Heaven)	31.00	Check	No

City of Sonora

Check/Voucher Register - Check List - Council
From 7/1/2025 Through 7/31/2025

Check Number	Effective Date	Document Description	ID	Payee	Check Amount	Payment Type	VOID ?
203140	7/24/2025	System Generated Check/Voucher	FM2003	Jonathan Anderson dba Tuttle town Far	61.00	Check	No
203141	7/24/2025	System Generated Check/Voucher	FM2004	Sunny Pence dba Pence Farm Sourdou	11.00	Check	No
203142	7/24/2025	System Generated Check/Voucher	FM2006	Rosa's Portuguese Bakery, Inc.	23.00	Check	No
203143	7/24/2025	System Generated Check/Voucher	FM2007	Tyson Hill Farm LLC	62.00	Check	No
203144	7/24/2025	System Generated Check/Voucher	FM2008	J&J Ramos Farms, Inc.	96.00	Check	No
203145	7/24/2025	System Generated Check/Voucher	FM2011	Oscar A Campos dba Salsa 4 All Seasc	31.00	Check	No
203146	7/24/2025	System Generated Check/Voucher	FM2014	Schnoogs Cafe	22.00	Check	No
203147	7/24/2025	System Generated Check/Voucher	FM2016	Sweet Water Farm & Ranch Co	7.00	Check	No
203148	7/24/2025	System Generated Check/Voucher	FM2017	Columbia Kate's Teahouse & Bakery	35.00	Check	No
203149	7/24/2025	System Generated Check/Voucher	FM2018	Joseph Horat	8.00	Check	No
203150	7/24/2025	System Generated Check/Voucher	FM2019	Sunshine Organic	574.00	Check	No
203151	7/31/2025	System Generated Check/Voucher	200005	Amazon Business	45.27	Check	No
203152	7/31/2025	System Generated Check/Voucher	200024	Comcast Business	201.36	Check	No
203153	7/31/2025	System Generated Check/Voucher	200032	Mountain Oasis Water	12.25	Check	No
203154	7/31/2025	System Generated Check/Voucher	200033	ODP Business Solutions, LLC	91.33	Check	No
203155	7/31/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	9,048.65	Check	No
203156	7/31/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	6.67	Check	No
203157	7/31/2025	System Generated Check/Voucher	200048	The Union Democrat	0.00	Check	No
203158	7/31/2025	System Generated Check/Voucher	200055	Keenan Associates	84,140.25	Check	No
203159	7/31/2025	System Generated Check/Voucher	200058	Unum Life Insurance Company of Amer	2,726.88	Check	No
203160	7/31/2025	System Generated Check/Voucher	200060	Combined Benefits Administrators	168.00	Check	No
203161	7/31/2025	System Generated Check/Voucher	200074	Vision Service Plan (CA)	855.12	Check	No
203162	7/31/2025	System Generated Check/Voucher	200080	JTM Cleaning Co.	1,350.00	Check	No
203163	7/31/2025	System Generated Check/Voucher	200101	Pine Alley Saw Shop	69.70	Check	No
203164	7/31/2025	System Generated Check/Voucher	200104	San Diego Police Equipment Co. Inc.	1,593.85	Check	No
203165	7/31/2025	System Generated Check/Voucher	200221	California Department of Transportation	818.49	Check	No
203166	7/31/2025	System Generated Check/Voucher	200269	Equifax Information Svcs, LLC	9.64	Check	No
203167	7/31/2025	System Generated Check/Voucher	200312	Municipal Maintenance Equipment	871.33	Check	No
203168	7/31/2025	System Generated Check/Voucher	200535	Toshiba Financial Services	2,090.48	Check	No
203169	7/31/2025	System Generated Check/Voucher	200616	Granite Peak Alarms LLC	360.00	Check	No
203170	7/31/2025	System Generated Check/Voucher	200750	Jessica Hodge	540.00	Check	No
203171	7/31/2025	System Generated Check/Voucher	Emp2075	Rodolfo Figueroa	331.00	Check	No
203172	7/31/2025	System Generated Check/Voucher	FM2004	Sunny Pence dba Pence Farm Sourdou	5.00	Check	No
203173	7/31/2025	System Generated Check/Voucher	FM2005	Sally J Oliver Trial dba Bon Appetit	15.00	Check	No

City of Sonora
Check/Voucher Register - Check List - Council
From 7/1/2025 Through 7/31/2025

Item A.

Check Number	Effective Date	Document Description	ID	Payee	Check Amount	Payment Type	VOID ?
203174	7/31/2025	System Generated Check/Voucher	FM2007	Tyson Hill Farm LLC	22.00	Check	No
203175	7/31/2025	System Generated Check/Voucher	FM2008	J&J Ramos Farms, Inc.	44.00	Check	No
203176	7/31/2025	System Generated Check/Voucher	FM2010	Engler Ag Enterprises	18.00	Check	No
203177	7/31/2025	System Generated Check/Voucher	FM2012	Jamestown Ranch, Inc.	2.00	Check	No
203178	7/31/2025	System Generated Check/Voucher	FM2019	Sunshine Organic	137.00	Check	No
ACH202	7/10/2025	System Generated Check/Voucher	200003	Abila	1,598.24	Voucher	No
ACH203	7/10/2025	System Generated Check/Voucher	200608	Enterprise FM Trust	20,064.08	Voucher	No
ACH204	7/24/2025	System Generated Check/Voucher	200010	American Tower	1,549.60	Voucher	No
ACH205	7/24/2025	System Generated Check/Voucher	200301	RingCentral	574.90	Voucher	No
ACH206	7/24/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	13,758.72	Voucher	No
ACH207	7/24/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	447.45	Voucher	No
ACH208	7/24/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	764.50	Voucher	No
ACH209	7/24/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	9,599.95	Voucher	No
ACH210	7/24/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	1,859.40	Voucher	No
ACH211	7/31/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	18,540.20	Voucher	No
ACH212	7/31/2025	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	64,301.96	Voucher	No
Report Total					574,008.10		



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the Amount of \$327,395.68, and \$249,207.10 for Payroll

RECOMMENDATION:

Consider Approval of Disbursements in the Amount of \$327,395.68, and \$249,207.10 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay.

DISCUSSION / ANALYSIS:

This was the 2nd payroll for July, and the 1st payroll for August. The payroll for July was higher due to the Holiday Leave payout, and the payroll for August was higher due to a leave payout for a retiring employee.

These were the 2nd and 3rd payrolls of 26 for FY25-26; we would have expected to expend 11.53% of the current fiscal year budgeted amount. In total, we have expended 14.26% of the Salaries and Wages for the FY25-26 budget, which is slightly higher because it includes the CalPERS Unfunded Liability through the end of September 2025.

FISCAL IMPACT:

Disbursements are part of the approved FY25-26 Budgets.

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Staffing - Salary, Benefits, Training, and Retention



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer/City Clerk

SUBJECT: Reclassification of Full-Time Public Works Assistant to Public Works Specialist

RECOMMENDATION:

Consider Approval of the Reclassification of One (1) Full-time Public Works Assistant Position to a Public Works Specialist Position, Effective July 1, 2025, With the Associated Fiscal Impact to be Absorbed Within the Approved FY25/26 Budget.

BACKGROUND:

The Public Works Assistant position was originally established as an entry-level role within the Public Works Department, designed to perform basic maintenance and operational tasks. Over the past several years, the incumbent in this position has demonstrated significant growth in skills and now consistently performs duties that align with the higher-level Public Works Specialist classification.

DISCUSSION / ANALYSIS:

The reclassification from Public Works Assistant to Public Works Specialist reflects the incumbent's current job functions and aligns the position title and compensation with the level of work being performed. The Public Works Specialist role requires greater technical expertise, which the incumbent has already been fulfilling. This reclassification ensures that the position's title, duties, and compensation are consistent with industry standards and the City's organizational needs.

FISCAL IMPACT:

The reclassification results in an estimated total cost increase of approximately \$3,200 annually, primarily due to the salary differential between the Public Works Assistant and Public Works Specialist pay scales.

Funding Source: The additional cost can be fully absorbed within the already approved FY25/26 Public Works Department budget, with no need for additional appropriations or budget amendments.

ATTACHMENTS:

- Job Description: Public Works Specialist



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

CORE COUNCIL PRIORITIES:

Staffing - Salary, Benefits, Training, and Retention



FEBRUARY 2017
FLSA: NON-EXEMPT

PUBLIC WORKS SPECIALIST I/II

DEFINITION

Under direct or general supervision, performs a variety of work in the construction, modification, maintenance, and repair of City infrastructure, including buildings, parks, streets, storm water drainage systems and City cemeteries; uses and operates a variety of manual and power tools and light to heavy power driven equipment; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision from the Public Works Maintenance Supervisor. Exercises no direct supervision over staff. May provide technical and functional direction to less experienced staff.

CLASS CHARACTERISTICS

Public Works Specialist I: This is the entry-level class in the Public Works Specialist series. Initially under direct supervision, incumbents with basic maintenance experience learn City infrastructure, systems, and facilities, use of tools and equipment, and a wide variety of practices and procedures. As experience is gained, assignments become more varied and are performed with greater independence. Positions at this level usually do not perform the full range of duties required of the positions at the II level and are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise.

Public Works Specialist II: This is the full journey-level class in the public works specialist series. Under general supervision, performs the full range of duties required to ensure that City infrastructure, systems, and facilities to which assigned, are maintained in a safe and effective working condition and provide the highest level of safety for public use. Responsibilities include inspecting and attending to assigned areas in a timely manner, and performing a wide variety of tasks in the maintenance and repair of assigned facilities and systems. Positions at this level are distinguished from the I level by the performance of the full range of duties as assigned, working independently and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This classification is distinguished from the Public Works Supervisor in that the latter has responsibility for organizing, assigning, supervising, and reviewing the work of assigned staff involved in public works maintenance and operations.

Positions in the public works specialist class series are flexibly staffed and positions at the II level are normally filled by advancement from the I level requiring one (1) additional year of experience and after gaining the knowledge, skill, experience, licenses, and certifications which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class.

EXAMPLES OF TYPICAL JOB DUTIES (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

When performing the street maintenance:

- Participates in asphalt maintenance, including demolition and preparation of areas to be resurfaced; applying, raking, compacting, and paving appropriate materials to the surface and cleaning up work areas.
- Participates in concrete maintenance, including attending to trip hazards, demolishing and removing concrete, and forming, pouring, and finishing sidewalks, handicap ramps, curbs, and gutters.
- Provides installation, maintenance, and repair of traffic signs, including making signs, and installing sign posts and signs in accordance with City, State, and Federal Codes.
- Performs tree trimming and removal services, including pruning branches, grinding tree stumps to ground level, and removing trees safely and efficiently.
- Performs legend painting and striping of City streets, curbs, and parking lots using appropriate materials.

When performing the parks maintenance:

- Performs a variety of technical landscape construction duties, including planting flowers, shrubs, and trees, pruning and repairing damaged trees, making and repairing tree wells, irrigating, mowing, and fertilizing turf, trimming and planting, fertilizing, and pruning shrubs.
- Inspects, maintains, repairs, and constructs developed and undeveloped parks, playgrounds, athletic fields, and other related facilities and properties.
- Performs pesticide applications as required, including calculating proper amounts of pesticides, spraying parks, trails, landscapes, and street trees, and completing necessary paperwork.
- Installs, inspects, and maintains park equipment and grounds to ensure safe operating conditions for citizens, including making repairs.
- Maintains parks and landscapes in a clean and safe condition, including picking up trash and maintaining trash receptacles, and cleaning and repairing restrooms.
- Maintains park appearance, including mowing, trimming, edging, fertilizing, and watering lawns and other landscaped areas.
- Maintains the interior and exterior of park facilities, including making repairs.
- Installs and repairs irrigation equipment, including installing irrigation pipes, maintaining clocks and timers, testing systems, replacing valves, and making repairs.

When performing the storm water drainage assignment:

- Performs inspection, construction, maintenance, and repair activities of City storm drain and facilities to ensure safe and efficient access for the public.
- Inspects, rebuilds, and services pumps, check valves, and floats as necessary.
- Performs a variety of duties in the maintenance of drainage structures to ensure efficient drainage.
- Performs concrete and open channel maintenance, including inspecting and repairing stormwater conveyance systems, removing/abating weeds and other invasive vegetation, removing sediments, debris, and trash from channels, applying site delineation, best management practices, and erosion control before, during, and after maintenance activities, and keeping in compliance with applicable Federal, State, and local water regulatory laws and regulations.

When performing the facilities maintenance:

- Performs routine maintenance and alterations on City buildings and facilities; identifies and evaluates construction-related problems; repairs and/or renovates structures; installs and repairs ceiling tiles, floor tiles, linoleum, and/or carpet; repairs and patches roofs and paints or stains as necessary; and performs other related tasks.

- Performs installation and repairs on plumbing lines and fixtures; replaces broken pipes, cleans plugged drains, replaces washers and gaskets, replaces faucets and valves, and cleans grease traps.
- Performs basic maintenance on City electrical systems; repairs and replaces light bulbs and electrical fixtures.
- Sets up rooms and equipment for classes, parties, conferences, meetings, and other functions; moves and arranges furniture.
- Performs general custodial work, including cleaning and sanitizing restroom facilities and fixtures, sweeping, vacuuming, moping, waxing, striping, and polishing floors and carpets, dusting and polishing furniture, woodwork, fixtures, and equipment, washing windows, mirrors, and walls and cleaning furniture and counter tops; empties, cleans, and sanitizes waste and recycle bins.

When performing the cemetery maintenance:

- Performs maintenance duties at the city cemeteries including interments, maintenance of building, grounds, and irrigation systems.
- Develops and maintains maps of cemetery grounds and plots.
- Maintains records regarding burials and plot sales; prepares periodic reports, as needed.

When performing all assignments:

- Inspects assigned City infrastructure for safety issues, structural integrity, and possible future work projects and programs, and appropriately marks areas that need to be repaired.
- Inspects City premises for graffiti vandalism, uses appropriate chemicals and high-pressure equipment to remove graffiti.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment related to the construction, maintenance, and repair of systems and facilities.
- Operates a variety of hand and power tools and equipment related to work assignment as instructed.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment at the close of the workday.
- Installs street barricades and cones and controls traffic around work sites and special events to ensure safe conditions for the general public and City workers.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Maintains accurate logs and records of work performed and materials and equipment used.
- Responds to after-hours emergencies.
- Performs other duties as assigned.

QUALIFICATIONS

Positions at the Public Works Specialist I level may exercise some of these knowledge, and abilities statements in a learning capacity.

Knowledge of:

- Basic principals, practices, tools, and materials as they relate to the maintenance and repair of infrastructure, facilities, systems, and appurtenances similar to those in a municipal environment.
- Basic mathematics.
- Safe driving rules and practices.
- Basic computer software related to work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Maintenance principles, practices, tools, and materials for maintaining and repairing streets and roadways, as well as parks and facilities.
- Traffic control procedures and traffic sign regulations.

- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Operational characteristics of specialized construction maintenance and repair equipment.
- Occupational hazards and safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.

Ability to:

- Perform construction, modification, maintenance and repair work on streets and roadways, as well as parks and facilities.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Make accurate arithmetic calculations.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and light to heavy equipment required for the work.
- Perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Organize own work, set priorities, and meet critical time deadlines.
- Perform assigned maintenance and repair duties with accuracy, speed, and minimal supervision.
- Operate specialized construction maintenance and repair equipment.
- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Read, interpret, and apply technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Follow department policies and procedures related to assigned duties.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Public Works Specialist I and II: Equivalent to the completion of the twelfth (12th) grade.

Public Works Specialist I: One (1) year of general maintenance experience related to the area of assignment is desirable.

Public Works Specialist II: Three (3) years of experience in construction, maintenance, and/or repair, including one (1) year of working for a municipality performing field maintenance work.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and heavy equipment and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring

frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.



CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Consider Appointment of City Negotiation Team for Sonora Fire Fighters Association (SFFA) Employee Union Negotiations

RECOMMENDATION:

Consider appointment of a City negotiation team for labor negotiations with the Sonora Fire Fighters Association (SFFA). The team shall include Patrick Clark of Patrick Clark Consulting as the Lead Negotiator, as well as the City Clerk and City Attorney, to support the negotiations.

BACKGROUND:

The City is preparing for labor negotiations with the Sonora Firefighters Association (SFFA), with the current Memoranda of Understanding (MOUs) expiring on June 30, 2025. In accordance with the Meyers-Milias-Brown Act (MMBA), the City Council must designate its representatives to conduct negotiations with employee bargaining units on its behalf.

DISCUSSION / ANALYSIS:

To ensure a knowledgeable and coordinated negotiation process, staff recommend forming a three-member negotiation team:

- **Patrick Clark** – to serve as the **Lead Negotiator**
- **City Clerk** – to assist with administrative coordination and support
- **City Attorney** – to provide legal guidance and ensure compliance with labor laws and negotiation protocols

This team brings the necessary operational, legal, and procedural expertise to represent the City's interests effectively and ensure that any proposed labor agreements align with the City Council's priorities and financial capacity. Designating these individuals in advance allows the City to maintain continuity and readiness throughout the negotiation cycle.



CITY COUNCIL AGENDA REPORT

CITY HALL

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

FISCAL IMPACT:

The funding for SFFA negotiations was included in the FY25/26 Budget approved by the City Council on June 16, 2025. The hourly rate for services is \$250 per hour, not to exceed \$25,000.00.

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Infrastructure and Engineering, Public Safety and Disaster Preparedness, Economic Development/Growth and General Plan, Homelessness Issues, Staffing - Salary, Benefits, Training, and Retention



CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Andy Merrill, Vice Mayor

SUBJECT: Consider Approval of a Letter of Support Sent to the Department of Forestry and Fire Protection (CAL FIRE) Wildland Prevention Program

RECOMMENDATION:

Consider Approval of a Letter of Support Sent to the Department of Forestry and Fire Protection (CAL FIRE) Wildland Prevention Program

BACKGROUND:

Pursuant to the Councilmember Handbook, all letters of support issued by the City Council must receive formal approval from the Council before being sent out. The process for approval involves: 1) Submission for review: Council members wishing to issue a letter of support must submit a draft of the letter to the City Administrator at least 10 days before a scheduled Council meeting. 2) Review and discussion: Council members will review the content of the letter, discuss its implications, and suggest any necessary revisions. 3) Approval: Following the discussion, the Council will vote to approve the letter of support. A majority vote is required for approval. If the letter is not approved, it may be revised and resubmitted at a future meeting.

This process ensures that all letters of support accurately reflect the Council's position and adhere to official city policies.

On August 5, 2025, a letter of support was sent by the Vice Mayor to the Department of Forestry and Fire Protection (CAL FIRE) for the Regents of the University of California, Agriculture and Natural Resources grant proposal titled *"Enhancing Wildfire Resilience: Supporting Prescribed Fire Fuel Reduction on Private Lands in Tuolumne County."*

The letter expresses strong support for local wildfire prevention efforts and outlines anticipated benefits of the grant, including expanded prescribed burning capacity, interagency cooperation, biochar production, and increased community education.

However, the letter was issued prior to formal discussion or approval by the full City Council as required. This is a competitive program, with two city applications also submitted without letters of support.



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DISCUSSION / ANALYSIS:

The letter was sent on City letterhead and reflects priorities the Council has generally supported in the past. This report provides the Council with an opportunity to:

- Formally endorse the letter retroactively
- Consider whether to issue an additional letter of support as a Council action

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

Letter of Support dated August 5, 2025.

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Infrastructure and Engineering, Public Safety and Disaster Preparedness, Economic Development/Growth and General Plan, Homelessness Issues, Staffing - Salary, Benefits, Training, and Retention



CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

Date: August 5, 2025

To: Department of Forestry and Fire Protection (CAL FIRE) Wildfire Prevention Program

RE: Enhancing Wildfire Resilience: Supporting Prescribed Fire Fuel Reduction on Private Lands in Tuolumne County

I am writing on behalf of the City of Sonora in support of the Regents of the University of California, Agriculture and Natural Resources grant proposal titled "Enhancing Wildfire Resilience: Supporting Prescribed Fire Fuel Reduction on Private Lands in Tuolumne County" for the Department of Forestry and Fire Protection Wildfire Prevention Program to further promote the use of prescribed fire in Tuolumne County.

Tuolumne County has been my home for over three decades. When I worked at the Camp Mather General Store in 2013, the Rim Fire broke out. What was once an overgrown thicket of a forest floor quickly became something similar to a lunar surface, completely devoid of life. In 2015, I took in friends and loved ones that had to evacuate from the Butte Fire in Calaveras County, some of whom would later lose their homes entirely. As recently as 2021, I stood on the roof of my house in downtown Sonora, my car packed with my instruments, heirlooms and essentials, and watched the flames rise over the horizon across the valley as they were bombed with retardant. In all of these specific cases, and many more lesser fires, I believe that prescribed burning would have greatly reduced the overall damage our community has suffered over the years.

If awarded, this grant would continue and hopefully expand the local capacity of the Tuolumne County Prescribed Burn Association (TCPBA) by aiding the planning and implementation of prescribed burns on private lands, interagency cooperation in reducing the risk of catastrophic wildfires, biochar production on a small scale for targeted communities, and increased overall education, awareness, and safety for our community.

I cannot overstate my support for the TCPBA, and wish to recommend them in the strongest possible terms for the award of this grant.

Sincerely,

Andy Merrill, Vice Mayor



CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Andy Merrill, Vice Mayor

SUBJECT: Review and Discuss Adding to a Future Agenda a Proclamation Recognizing National Suicide Prevention Week and National Suicide Prevention Month in Observance of 988 Day

RECOMMENDATION:

Review and Discuss Adding to a Future Agenda a Proclamation Recognizing National Suicide Prevention Week and National Suicide Prevention Month in Observance of 988 Day

BACKGROUND:

Pursuant to the Councilmember Handbook, requests for new agenda items must be submitted through the Consent Calendar at a prior meeting, with a brief description of the item and its relevance. If approved by the Council, the item will be placed on the agenda for a future meeting.

988 Day is recognized nationally as part of National Suicide Prevention Week and National Suicide Prevention Month. This annual day of action, observed on **Monday, September 8, 2025**, is dedicated to raising awareness of the **988 Suicide & Crisis Lifeline** and promoting mental health support within communities.

The proclamation would:

- Recognize the importance of mental health and crisis intervention resources.
- Encourage community participation in awareness activities, such as events, walks, runs, and educational sessions.
- Promote public use of the 988 Lifeline and the campaign theme “Compassionate Help. Anytime. Anywhere.”
- Support the City’s commitment to building a safer and more supportive community.

DISCUSSION / ANALYSIS:

By issuing this proclamation, the City of Sonora will join communities across the nation in acknowledging 988 Day and encouraging residents to participate in awareness efforts. This action aligns with the City’s dedication to public health and safety and reinforces our role as a community leader in mental health advocacy.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS:

Draft Proclamation – “In Observance of 988 Day”

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF SONORA IN OBSERVANCE OF 988 DAY

WHEREAS, the City of Sonora, in collaboration with National Suicide Prevention Week and National Suicide Prevention Month, is recognizing 988 Day; and

WHEREAS, Monday, September 8, 2025, marks 988 Day, an annual day of action dedicated to spreading awareness of the 988 Suicide & Crisis Lifeline and emphasizing the importance of mental health support; and

WHEREAS, a day of action encourages all City residents to engage in discussions with friends and loved ones about mental health; and

WHEREAS, Sonora residents can participate in events, including walks, runs, and community information sessions, focusing on school and youth, military and veterans, and more; and

WHEREAS, by using #988Day to share how the 988 Lifeline promotes “Compassionate Help. Anytime. Anywhere,” Sonora residents can raise awareness of 988 and mental health resources; and

WHEREAS, 988 Day provides another crucial step in the right direction to build a safer and more supportive community and to put an end to suicide in Sonora and Tuolumne County

NOW THEREFORE, BE IT RESOLVED that the City of Sonora hereby recognizes September 8, 2025, as 988 Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this _____ day of _____ of the year two thousand and twenty-five.

Signed _____
Ann Segerstrom, Mayor

Attest _____
Tracy Skelly, City Clerk



CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Gary Carlson, Interim Fire Chief

SUBJECT: Ordinance No. 907 –“Defensible Space” Modify and Update Chapter 8.12.010-8.12.090 of the Sonora Municipal Code

RECOMMENDATION:

Waive the First Reading, Read By Title Only, and Introduce for Consideration, Approval, and Adoption of the Updated Defensible Space Ordinance No. 907, Modifying and Updating Chapter 8.12.010-8.12.090 of the Sonora Municipal Code.

BACKGROUND:

State law for defensible space, Public Resources Code (PRC) 4291 and Government Code Section 51175-51189, requires that owners of improved parcels (parcels having a building, structure, or dwelling) maintain 100 feet (or to the limit of their property line) of defensible space around any buildings, structures, or dwellings. This ordinance will also address parcels that may or may not have buildings, structures or dwellings on them, by requiring the property owner to maintain a 10 foot reduced fuel zone along each property line that borders (1) a building, structure or dwelling or (2) an area that might be used for exiting and/or an evacuation route, including but not limited to a driveway.

DISCUSSION / ANALYSIS:

This ordinance intends to provide guidance for the implementation of Public Resources Code 4291 and Government Code Section 51175-51189 and minimize the spread of fire within a 100-foot defensible space around a building, structure, or dwelling, and define clearances for all property owners.

Under the updated ordinance, property owners will be required to maintain a 5-foot ember-resistant zone around a building, structure, or dwelling by removing all combustibles, and in addition, maintain a 30-foot defensible space zone around a building, structure, or dwelling by removing and clearing away all flammable vegetation. Property owners will also be required to complete a reduced fuel zone between 30-100 feet from each building, structure or dwelling on their property, or to the limit of their property line; And provide a 10 foot reduced fuel zone around the perimeter of their property line that borders a building, structure or dwelling; or an area that might be used for exiting and/or evacuation routes, including but not limited to a driveway.

The Fire Department and staff recommend the Sonora City Council's approval of the described Ordinance No. 907, which would modify and update the Sonora Municipal Code Chapter 8.12.010 through 8.12.090.



CITY COUNCIL AGENDA REPORT

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FISCAL IMPACT:

Adopting this ordinance may have fiscal impacts, including potential changes to future fire insurance rates and possible fines for properties within the city's jurisdiction that fail to comply.

ATTACHMENTS:

Ordinance No. 907

CORE COUNCIL PRIORITIES:

Public Safety and Disaster Preparedness

TITLE 8, CHAPTER 8, SECTIONS 8.12.010 – 8.12.090.

ORDINANCE NO. 907

“Defensible Space”

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

Section 8.12.010 – 8.12.090 is hereby adopted to read as follows:

8.12.010 Definitions

Aerial fuels: All live and dead vegetation in the tree canopy or above surface fuels, including tree branches, twigs, cones, snags, moss, and high brush.

Building, structure, or dwelling: Any building, structure, or dwelling, whether occupied or not.

Contiguous parcels: One or more parcels of land held by the same owner(s) and not traversed by a public street.

Defensible space: Means the area adjacent to a building, structure, or dwelling where wildfire prevention or protection practices are implemented to provide defense from an approaching wildfire or to minimize the spread of a building, structure, or dwelling fire to wildlands or surrounding areas. The area is characterized by the establishment and maintenance of an ember-resistant zone within 5 feet of a building, a defensible space zone within 30 feet of a building, structure, or dwelling, and a reduced fuel zone that extends between 30-100 feet away from a building, structure, or dwelling or to the property line.

Ember resistant zone: Also known as [Zone 0](#), is a 0-5 foot area around a structure that is specifically designed to be resistant to wildfire embers.

Flammable and combustible vegetation: Fuel is defined as dead or dying.

Fuel: Vegetative material, live or dead, which is combustible during normal summer weather and/or any combustible material, including petroleum-based products and wildland fuels.

Horizontal spacing standard: The spacing standard depends on the slope of the land and the height of the shrubs or trees. (Reference CALFIRE Standard; <http://www.readyforwildfire.org/Defensible-Space/>)

Ladder fuels: Fuels that can carry a fire vertically between or within a fuel type.

Parcel of land: A geographical area of land identified by a specific Assessor’s Parcel Number, which is used or capable of being used under the regulations of this Article.

8.12.010 Definitions

Reduced Fuel Zone: In all cases, reduced fuel zone means arranging the trees, shrubs, and other fuel sources in a way that makes it difficult for fire to transfer from one fuel source to another. It does not mean cutting down all trees and shrubs, or creating a bare ring of earth across the property. This is the area within 30-100 feet of all buildings, structures, or dwellings, or to the property line. All property lines that border (1) a building, structure, or dwelling or (2) an area that might be used for exiting and/or an evacuation route, including but not limited to a driveway.

Single specimen Tree: any live tree that stands alone in the landscape so as to be clear of buildings, structures, combustible vegetation, or other trees, and that does not form a means of rapidly transmitting fire from the vegetation to a building, structure, dwelling, or from a building, structure, or dwelling to the vegetation.

Surface fuels: Loose surface litter on the soil surface, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches that have not yet decayed enough to lose their identity; also, grasses, low and medium shrubs, tree seedlings, heavier branches, and downed logs.

8.12.011. Purpose

State law for defensible space, Public Resources Code (PRC) 4291 and Government Code Section 51175-51189, requires that owners of improved parcels (parcels having a building, structure, or dwelling) maintain 100 feet (or to the limit of their property line) of defensible space around all buildings, structures, and dwellings. Parcels that may or may not have buildings, structures or dwellings on them must keep the property maintained by clearing a ten (10) foot reduced fuel zone along each property lines that borders (1) any building, structure or dwelling or (2) an area that might be used for exiting and/or an evacuation route, including but not limited to a driveway.

The requirements of fuel modification measures are to create defensible space around all buildings, structures, dwellings, and property lines as identified. A defensible space perimeter provides firefighters with a safe working environment that allows them to protect buildings, structures, and dwellings from encroaching wildfires and minimizes the chance that a building, structure, or dwelling fire will escape to the surrounding wildland.

Nothing contained in this chapter shall be construed to require the removal from any such lots of any ornamental trees, shrubs, plants, or lawns of a reasonable growth, provided the same are not in any manner obstructions to the free use of the sidewalks or streets in front of or along said property. (Ord. 250 § 4, 1954).

8.12.12.1 Requirements

A. **Ember Resistant Zone:** 0–5-foot clearance around the immediate building, structure, or dwelling.

1. Remove or replace all combustible materials within a 5-foot radius around each building, structure, or dwelling.

2. Replace combustible mulches like bark and wood chips with non-combustible options like gravel, stone, or concrete.
3. Remove all vegetation within the 5-foot zone, including dead plants, dry grass, and brush.
4. Regularly clean roofs and gutters of debris like leaves and needles to prevent ember accumulation.
5. Consider using hardscape materials like concrete, pavers, or stone for patios and walkways within the zone.
6. Install ember- and flame-resistant vents with 1/8-inch metal mesh screening to prevent embers from entering the attic.
7. Do not store firewood, lumber, or other combustibles within the 5-foot zone.
8. Limit combustible items on decks and screen or box in areas under decks and patios with wire mesh.

B. Defensible Space Zone: 5–30-foot clearance around the immediate building, structure or dwelling.

1. Maintain clearance by removing and clearing all dead or dying flammable or combustible vegetation within 30 feet of each building, structure, or dwelling.
2. Remove all branches within 10 feet of stovepipes or chimneys. Equip chimneys/stovepipes with metal screens 3/8" to 1/2" openings.
3. Remove leaves, needles, and all dead or dying vegetation on roofs, gutters, decks, porches and stairways, etc.
4. Remove all dead or dying trees, branches, shrubs, or other plants adjacent to, or overhanging, the building, structure, or dwelling.
5. Remove lower branches of trees to a height of 6 feet or 1/3 of the tree height, whichever is less.
6. Cut all dead or dying grass to a maximum height of two (2) inches and remove all trimmings. (Recommendation is to remove all dead or dying grass and replace it with drought-tolerant live vegetation).

7. Remove all fallen leaves.

C. Reduced Fuel Zone: 30-100 feet, and along certain property lines (See definition in Section 8.12.010).

1. Provide an additional 70 (30-100) feet of reduced fuel zone to complete the 100-foot defensible space. If the building, structure, or dwelling is less than 100 feet from the property line, the owner is responsible for the reduced fuel zone up to the property line.

2. All property owners are required to maintain a ten (10) foot reduced fuel zone of clearance along each property line that borders or is adjacent to (1) a building, structure or dwelling, or (2) an area that might be used for exiting and/or an evacuation route, including but not limited to a driveway.

2.1 Single parcels or contiguous lots, which exceed an acre in size and/or where slope, fuel model, and/or topography make fuel reduction difficult, shall fall under a reduced fuel plan created by the Fire Chief or designee, which, in his or her discretion, complies with the provisions, set forth in this ordinance.

3. Modify or reduce the amount of fuel 30-100 feet from any building, structure, or dwelling, providing separation between fuel types and/or reshaping retained fuels/vegetation by trimming. Maintain the "horizontal spacing standard" appropriate to the parcel slope. (See definition in Section 8.12.010.)

4. Cut dead or dying grass to a maximum of two (2) inches; trimmings may remain on the ground.

5. Live flammable ground cover less than eighteen (18) inches in height may remain; however, the lower branches of trees overhanging or adjacent to the ground cover must be removed to a height of 6 feet or 1/3 of the tree, whichever is less.

6. Single specimens of trees or other vegetation may be retained provided they are well-spaced, well-trimmed, and create a condition that avoids the spread of fire to other vegetation or to a building, structure, or dwelling. Remove lower branches of trees to a height of six (6) feet or 1/3 the tree height, whichever is less. Reduce any ladder fuels to a maximum height of eighteen (18) inches.

7. All dead or dying woody surface fuels and aerial fuels within the reduced fuel zone shall be removed. (Tree removal will be on a case-by-case basis and part of the reduced fuel zone plan.) Loose surface fuels shall be permitted to a depth of two (2) inches. This requirement is primarily intended to eliminate trees, bushes, shrubs, and surface debris that are completely dead or with substantial amounts of dead branches or leaves/needles that would readily burn.

8. Down logs or stumps anywhere within 100 feet of a building, structure, or dwelling, when embedded in the soil, may be retained when isolated from other vegetation.

8.12.013 Violations

The violation of any provision of Sections 8.12.010 through 8.12.090 shall constitute an infraction and be subject to the general penalties and code enforcement provisions set forth in Chapter 1.08, and all other applicable provisions of the Sonora Municipal Code.

Pursuant to Government Code section 36937, subdivision (a), this Ordinance shall take effect thirty (30) calendar days after its final passage by the Sonora City Council.

Publication shall occur within fifteen calendar days after its final passage as mandated by Government Code section 36933.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, California, on August 18, 2025, and passed and adopted as an Ordinance of said City at a regular meeting of said City Council on September 2, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

Ann Segerstrom, Mayor, City of Sonora

ATTEST: _____
Tracy Skelly, City Clerk, City of Sonora

Approved as to Form:

Douglas L. White, City Attorney



CITY COUNCIL AGENDA REPORT

MEETING DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Consider Approval of the Dewberry Engineers Inc. (Dewberry) Team to Provide Project Oversight Services in the Amount of \$35,000 for the North-South Connector Project Initiation Document (PID) Project

RECOMMENDATION

Consider Approval of the Dewberry Engineers Inc. (Dewberry) Team to Provide Project Oversight Services in the Amount of \$35,000 for the North-South Connector Project Initiation Document (PID) Project.

DISCUSSION

Under the Dewberry Engineers City Engineering Services Contract for the City of Sonora, Dewberry will provide the expertise needed to perform the oversight services needed to progress the North-South Connector Project through the PID development phase.

FISCAL IMPACT

The budget for providing oversight services for the North-South Connector PID development is \$35,000. Work under this task order is authorized through the approved annual City Budget.

ATTACHMENTS:

Task Order 25-3 to provide project oversight services to the City of Sonora for the North-South Connector Project Initiation Document (PID) Project.

CORE COUNCIL PRIORITIES:

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

August 18, 2025

City of Sonora
Attn: Ms. Melissa Eads
94 N. Washington Street
Sonora, CA 95370

Subject: Task Order 25-3 North-South Connector PID Project Oversight

Dear Ms. Eads,

Thank you for the opportunity to prepare Task Order 25-3 to provide project oversight services to the City of Sonora for the North-South Connector Project Initiation Document (PID) Project.

Understanding:

Under Dewberry Engineers City Engineering Services Contract for the City of Sonora, the Dewberry team (Dewberry) will provide the project oversight services needed to progress the North-South Connector Project through the PID development phase.

Scope of Work:

The following is a list of services Dewberry will provide to the City of Sonora for this project:

1. Project Management
2. Quality Assurance Reviews
3. Attend Project Development Team (PDT) meetings with TCTC, Tuolumne County, and the design consultant at key project development milestones.
4. Coordinate with City of Sonora, TCTC, Tuolumne County, and the design consultant during the progression of the project.
5. Attend coordination meetings as a representative of the City of Sonora with TCTC, Tuolumne County, and the design consultant.

Fee:

Not to Exceed \$35,000

Sincerely,



Mike Pugh, P.E.

Contract Manager
Associate Vice President

Approved by:



Melissa Eads

City Administrator



CITY COUNCIL AGENDA REPORT

CITY HALL

CITY OF SONORA 94 N. WASHINGTON STREET, SONORA, CA 95370 P: (209) 532-4541
SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator
 Josh Varinsky, City Attorney's Office

SUBJECT: Consider Discussion and Direction to Dissolve Four (4) City Commissions/Committees

RECOMMENDATION

It is recommended that the City Council provide direction to formally dissolve the following four (4) committees/commissions:

- (1) City Tree and Landscaping Board;
- (2) Cemetery Committee;
- (3) Parking and Traffic Commission; and
- (4) Parks, Recreation, & Beautification Committee.

Should the Council proceed, ordinances and resolutions would be prepared to formalize the elimination of the various commissions/committees.

BACKGROUND

For the Council's consideration is the elimination of various City commissions/committees. The City Councilmembers collectively serve on 28 Committees and Commissions at both the City and County levels, including 11 City-based Committees and Commissions. The purpose of the City's various commissions/committees is generally to facilitate and delegate specific subject matter to citizens and members of the City's legislative bodies. However, some commissions are inactive; processing items through each body incurs staff time and resources, and delegation issues arise regarding the proper authority for the subject matter. A summary of each body is provided below:

(1) City Tree and Landscaping Board

Established under Sonora Municipal Code Section 12.20.030, this board comprises members of the Parks, Recreation, and Beautification subcommittee and public appointees selected by the Mayor. Its responsibilities include developing and annually administering plans for the care and management of public trees and shrubs. There is no record of the board's recent meetings or activity. There are currently no members assigned to this board. This ordinance appears to have originally been adopted in 1956. The ordinance provides the following duties and responsibilities:

12.20.040 Duties And Responsibilities

It shall be the responsibility of the board to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan will be presented annually to the city council and upon their acceptance and approval shall constitute the official comprehensive city tree and landscape plan for the city. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

(Ord. 619 (part), 1986; Ord. 268 § 5, 1956.)

(2) Cemetery Committee

Created under Sonora Municipal Code Section 2.36, this committee includes the cemetery superintendent (the City Administrator) and two (2) councilmembers. The earliest date referenced in the applicable Cemetery Ordinance is 1929, when, according to the ordinance, the first cemetery map was adopted. The date of the committee's last meeting is unknown. There are currently no members assigned to this committee. The ordinance provides as follows for the management and supervision of City cemeteries:

2.36.040 Management And Supervision

The general management and supervision of cemeteries shall be under the direction of the superintendent of cemeteries and a committee of two members of the city council appointed by the mayor.

(Ord. 573 (part), 1982).

Further, the following decisions require approval from the committee:

2.36.060 Superintendent; Purchases; City Council Approval

All purchases in excess of twenty-five dollars by the superintendent, in connection with the Old City Cemetery and Mountain Shadow Cemetery, shall first be submitted to the city council cemetery committee for its approval before such purchases are made. The superintendent shall not employ any person or persons on cemetery works unless first authorized to do so by the committee.

2.36.130 Grave Markers; Requirements

All graves must be marked, after they are filled, with permanent markers, showing at least the name, year of birth and year of death of the person buried therein. Such markers shall, as nearly as possible, be of a uniform size and appearance, and of letters and numbers, subject to the approval of the city council cemetery committee. Such markers may thereafter be subject to replacement by permanently set stone or metal markers permitted by this chapter. An approved type of grave metal marker as required in this chapter must be secured from the superintendent. It shall be the duty of the superintendent to carry out and enforce the provisions of this section.

(3) Parking and Traffic Commission

Sonora Municipal Code Section 10.24 establishes the parking and traffic commission, comprised of eight (8) members. It appears this ordinance was first adopted in 2000. According to City records, the last commission meeting was held on April 16, 2024. Current members are Mayor Ann Segerstrom, Councilmember Stephen Opie, Alternate Vice Mayor Andy Merrill, Police Chief Turu VanderWiel, the Fire

Chief, Public Works Supervisor Mike Lagomarsino, a Vacant Planning Commissioner Representative, a Vacant Business at Large Representative, and a Vacant Resident at Large Representative. Since the establishment of the Committee, it has been supported by Engineering Staff and Clerk Functions. By engaging a full-time engineering staff, the City is taking a proactive approach to the comprehensive planning, maintenance, and construction of its roadway infrastructure. The ordinance provides the following for the powers and duties generally of the commission:

10.24.090 Powers And Duties Generally

The powers and duties of the parking and traffic commission shall encompass all roadways and public parking citywide as set forth in this code. General powers and duties shall include but not be limited to:

- A. Acting on requests for change made by the public or by committee members regarding roadways and public parking;
- B. Matters germane to special parking and traffic studies and traffic calming;
- C. Such other matters as shall be referred from time to time from the city council.

The commission shall have such other powers and duties as may be expressly conferred upon the commission by ordinance or resolution. Except as may be otherwise specifically authorized in this chapter, the powers and duties of the parking and traffic commission are final unless the provisions of Section 10.24.130 of this chapter are invoked.

(Ord. 743 (part), 2000.)

(4) Parks, Recreation, & Beautification Committee (not codified in Municipal Code)

Although not codified in the Municipal Code, this committee was formed to meet on an as-needed basis to address issues related to parks, recreation, and beautification. The last recorded meeting was held on November 6, 2023. Current members are Vice Mayor Andy Merrill, Councilmember Bess Levine, Alternate Councilmember Mark Plummer, Community Development Director Tyler Summersett, and Public Works Supervisor Mike Lagomarsino.

DISCUSSION

As three (3) of the four (4) commissions/committees are codified in the Municipal Code, the dissolution of the three codified commissions/committees must be enacted through formal ordinances. The Council is encouraged to discuss the advantages and disadvantages of the various commissions/committees. In the City Manager's opinion, dissolving these bodies would streamline City operations and reduce unnecessary bureaucracy. The Committee requires costly staff financial support and slow project delivery. City staff is well-equipped to administer the respective ordinances regarding City Trees and Landscaping, Cemeteries, Parking and Traffic, and Parks and Recreation. All decisions necessary are supported by Council and the public through budget authority.

Further, the City Council always has the option to create standing or ad-hoc committees as needed, if it so chooses.

This effort may also be used to update outdated portions of the City's Municipal Code. During review and preparation of the applicable ordinances, staff may identify other provisions in the ordinances for updates or revisions.

There is also an advantage to avoiding unnecessary liability by not following outdated ordinances. For example, the cemetery ordinance provides the following penalty if the provisions are not followed:

2.36.330 Violation; Penalty

Any person violating any of the provisions, or failing to comply with any of the mandatory requirements of this chapter is guilty of a misdemeanor, and upon conviction thereof is punishable for each such violation as provided in Section 1.08.010.

(Ord. 573 (part), 1982.)

FISCAL IMPACT

Preparation of the necessary ordinances and resolutions will require City Attorney time. If Committees continue, Staff will request Staff resources to support function and work load.

ATTACHMENTS

1. Sonora Municipal Code § 12.20 – Shade Trees and Shrubs
2. Sonora Municipal Code § 2.36 – Cemeteries
3. Sonora Municipal Code § 10.24 – Parking and Traffic Commission

CORE COUNCIL PRIORITIES

Fiscal Responsibility and Stability, Public Safety and Disaster Preparedness, Staffing - Salary, Benefits, Training, and Retention.

2.36 Cemeteries**2.36.010 Map**[2.36.020 Superintendent; Creation And Appointment](#)[2.36.030 Superintendent; Contracts For Care](#)[2.36.040 Management And Supervision](#)[2.36.050 Improvement And Maintenance Duty](#)[2.36.060 Superintendent; Purchases; City Council Approval](#)[2.36.070 Superintendent; Report To Council](#)[2.36.080 Superintendent; Record Book And Maps](#)[2.36.090 Superintendent; Sale Of Graves Or Lots](#)[2.36.100 Superintendent; Burials; Location](#)[2.36.110 Mountain Shadow; Grave Liners](#)[2.36.120 Mountain Shadow; Grave Markers, Monuments And Headstones](#)[2.36.130 Grave Markers; Requirements](#)[2.36.140 Grave Markers; Placement And Charges For Green Section](#)[2.36.150 Grave Markers; Placement And Charges Outside Green Section](#)[2.36.160 Mountain Shadow; Maintenance By Maintenance Department](#)[2.36.170 Curbing And Cement Work And Stone Masonry](#)[2.36.180 Destruction Of Trees Or Shrubs](#)[2.36.190 Defacing Or Damaging Tombstones Or Gravestones](#)[2.36.200 Scattering Or Depositing Foreign Materials](#)[2.36.210 Additional Restrictions](#)[2.36.220 Burial Or Disinterment Under Direction Of Superintendent](#)[2.36.230 Disinterment Or Removal Of Body; Permit Required](#)[2.36.240 Disinterment Or Removal Of Body; Filing Of Request](#)[2.36.250 Disinterment Permit; Information About Deceased Required](#)[2.36.260 Graves; Depth](#)[2.36.270 Old City Cemetery; Ownership Of Graves Or Lots](#)[2.36.280 Graves Or Plots; Interments Allowed](#)[2.36.290 Graves Or Plots; Size](#)[2.36.300 Graves Or Plots; Burial Permits Or Licenses; Price](#)[2.36.310 Green Section Established](#)[2.36.320 Interment In Veterans' Section; Eligibility](#)[2.36.330 Violation; Penalty](#)**NOTES**

For statutory provisions on city cemeteries, see Gov. Code § 37683 et seq.; for provisions on permits for the disposition of human remains, see Health and Safety Code § 10375 et seq.; for provisions on dead bodies, see Health and Safety Code § 7000 et seq.

Prior ordinance history: Ord. 226 as amended by Ords. 256, 296, 297, 311, 316 and 321.

2.36.010 Map

That certain map approved and adopted by the city council on June 3, 1929, and recorded April 9, 1929, in Volume 4A, Pages 64A and 64B, as amended by Resolution No. 6-19-67-F, in the office of the county recorder, constitutes the official map of Mountain Shadow Cemetery. A set of maps shall be kept on file in the office of the city clerk and a set at the office at Mountain Shadow Cemetery, available for inspection by any person interested therein. Said maps may be amended from time to time by resolution of the city council.

(Ord. 573 (part), 1982).

2.36.020 Superintendent; Creation And Appointment

The office of superintendent of the cemeteries of the city is created, and the city administrator shall be designated and shall serve as superintendent of cemeteries.

(Ord. 573 (part), 1982).

2.36.030 Superintendent; Contracts For Care

The superintendent or his representatives shall have the privilege of making contracts of agreement for the care, maintenance, improvement or other work with grave and plot owners at the expense of said owners.

(Ord. 573 (part), 1982).

2.36.040 Management And Supervision

The general management and supervision of cemeteries shall be under the direction of the superintendent of cemeteries and a committee of two members of the city council appointed by the mayor.

(Ord. 573 (part), 1982).

2.36.050 Improvement And Maintenance Duty

The personnel of the maintenance department shall be responsible for work of improvement and maintenance of the cemetery, in addition to duties otherwise prescribed.

(Ord. 573 (part), 1982).

2.36.060 Superintendent; Purchases; City Council Approval

All purchases in excess of twenty-five dollars by the superintendent, in connection with the Old City Cemetery and Mountain Shadow Cemetery, shall first be submitted to the city council cemetery committee for its approval before such purchases are made. The superintendent shall not employ any person or persons on cemetery works unless first authorized to do so by the committee.

(Ord. 573 (part), 1982).

2.36.070 Superintendent; Report To Council

The superintendent shall report to the city council quarterly, in writing, the number and the names of all deceased persons buried during the preceding three months, in either cemetery, giving the block and grave number, name, age, sex, date of death and date of burial, and report any lots sold and reserved, with date and name of purchaser and amount received, and turn all money over to the city treasurer as received.

(Ord. 573 (part), 1982).

2.36.080 Superintendent; Record Book And Maps

The superintendent shall keep a book, called "Record of Graves and Burials," at his office and at Mountain Shadow Cemetery, in which book shall be entered the name, age, sex, block and grave number, date of death and date of burial, and the names of all persons purchasing graves or lots and date of purchase. The superintendent will also enter upon the cemetery map or maps, in the space in which a burial is made or a grave is purchased and reserved, the name of the deceased person

name of person purchasing or reserving a grave. This map or series of maps and record book are kept at the office of the superintendent and at Mountain Shadow Cemetery. The record book and maps shall become a part of the city records, and shall be passed from each superintendent to his successor.

Item B.

(Ord. 573 (part), 1982.)

2.36.090 Superintendent; Sale Of Graves Or Lots

It will be the superintendent's duty to supervise purchasers selecting a grave or lot and sell graves or lots for cash only. No grave or lot will be reserved without payment in advance. Upon the sale of graves or lots, the superintendent will issue a certificate of sale to purchaser and said certificate shall be deemed sufficient evidence of ownership of same, unless said persons desire a deed from the city for the same, which will be furnished at the purchaser's expense.

(Ord. 573 (part), 1982.)

2.36.100 Superintendent; Burials; Location

The superintendent's duty and responsibility is to see that burials are made in their correct locations and boundaries, and to supervise staking-off locations of graves or lots for curbing, when requested by grave or lot owners, who desire to determine proper locations for curbing or headstones.

(Ord. 573 (part), 1982.)

2.36.110 Mountain Shadow; Grave Liners

A steel-reinforced cement liner or box, or a steel vault, is required in all graves in Mountain Shadow Cemetery for all body burials hereafter made. It shall be the duty of the superintendent to enforce this requirement.

(Ord. 573 (part), 1982.)

2.36.120 Mountain Shadow; Grave Markers, Monuments And Headstones

All grave markers or headstones hereafter placed in the green section of Mountain Shadow Cemetery shall be of uniform thickness and flush with the surface of the ground, and shall not exceed twelve inches by twenty-four inches in size for a single burial in a grave, and shall not exceed twelve inches by thirty-six inches in size for a double burial in the same grave. No markers, monuments or headstones shall be placed on any grave in the green section unless flush with the surface of the ground. It shall be the duty of the superintendent to enforce this requirement.

(Ord. 573 (part), 1982.)

2.36.130 Grave Markers; Requirements

All graves must be marked, after they are filled, with permanent markers, showing at least the name, year of birth and year of death of the person buried therein. Such markers shall, as nearly as possible, be of a uniform size and appearance, and of letters and numbers, subject to the approval of the city council cemetery committee. Such markers may thereafter be subject to replacement by permanently set stone or metal markers permitted by this chapter. An approved type of grave metal marker as required in this chapter must be secured from the superintendent. It shall be the duty of the superintendent to carry out and enforce the provisions of this section.

(Ord. 573 (part), 1982.)

2.36.140 Grave Markers; Placement And Charges For Green Section

All stone grave markers or headstones hereafter placed in the green section shall be set or placed under the supervision of the superintendent. The charge therefor shall be the actual cost thereof with a minimum charge of ten dollars for each such marker or headstone so set, and the sums collected for such service shall be paid into the city treasury.

(Ord. 573 (part), 1982.)

2.36.150 Grave Markers; Placement And Charges Outside Green Section

All stone grave-markers or headstones or monuments hereafter placed outside of the green section in the cemeteries shall be set or placed by supervision of the superintendent. The charge shall be the actual cost thereof, with a minimum charge of fifteen dollars for each such marker or headstone or monument so set, and the sums collected for such service shall be paid into the city treasury.

(Ord. 573 (part), 1982.)

2.36.160 Mountain Shadow; Maintenance By Maintenance Department

It shall be the duty of the maintenance department to cut or remove, and dispose of all grass at least one per year in the spring or early summer, in Mountain Shadow Cemetery, and clean the cemetery of all debris, old flowers or floral pieces, and in general keep the cemetery in a neat and orderly condition at all times, make general and ordinary improvements, care for and water all shrubs and flowers when necessary and at least once per week during dry seasons in all sections of Mountain Shadow Cemetery. It is the further duty of the maintenance department to keep the green section watered, green, and the grass thereon cut at all times.

(Ord. 573 (part), 1982.)

2.36.170 Curbing And Cement Work And Stone Masonry

It is the duty of the superintendent to require that curbing and cement work and stone masonry are properly placed and constructed, and conform with the boundary lines of block, lot or grave. Any such works in the city cemeteries shall be constructed in accordance with the following minimum standards:

- A. Concrete used in curbing or on a grave must be of a minimum mixture of five-to-one of washed gravel and cement, with a sand-finished coating of a two-to-one mixture of washed sand and cement.
- B. All stone or cement curbing constructed must have at least two rows of one-half-inch diameter steel all-around curbing, and all steel shall be bent at an angle at each end and on all corners in such curbing, whether such curbing is constructed of stone or concrete.
- C. All such curbing shall be constructed on a concrete foundation not less than sixteen inches wide, and not less than twelve inches deep below grade.
- D. No rock or concrete work or construction shall be done on private plots in the cemeteries on Saturday and Sunday of each week.

(Ord. 573 (part), 1982.)

2.36.180 Destruction Of Trees Or Shrubs

It is unlawful for any persons to cut, break, pluck, remove or in any manner destroy or injure any tree, shrub, plant or flower or to destroy or molest any bird eggs or any bird nests within the boundaries of any city-owned cemeteries.

(Ord. 573 (part), 1982.)

Item B.

2.36.190 Defacing Or Damaging Tombstones Or Gravestones

It is unlawful for anyone to cut, chalk, mark, or write upon or in any manner whatever to deface or damage any tombstone, gravestone, monument, stake, marker, or fence, post, rail, curbing or wall within the boundaries of any city-owned cemeteries.

(Ord. 573 (part), 1982.)

2.36.200 Scattering Or Depositing Foreign Materials

It is unlawful for any person, firm or corporation to deposit rubbish, grass, shrubs, cuttings or other material or substance in any of the paths, roadways or driveways of cemeteries; or for any person engaged in the placing of grave markers, curbing or other structures to scatter materials on adjoining lots, walls or driveways, or leave the same on the ground any longer than is necessary for the completion of such work.

(Ord. 573 (part), 1982.)

2.36.210 Additional Restrictions

It is unlawful for any person to enter either cemetery with any dog or other animal or to carry any firearms upon his person. It is unlawful for any person, except a funeral director, to enter the grounds of said cemeteries at any time between one-half hour after sunset and one-half hour before sunrise without the written permission of the superintendent. No children shall be admitted unless accompanied by some adult person who shall be responsible for their conduct.

(Ord. 573 (part), 1982.)

2.36.220 Burial Or Disinterment Under Direction Of Superintendent

No burial, disinterment or removal of a body shall take place in either city cemetery unless under the direction of the superintendent, and no burials shall be permitted therein, unless there has been presented first to the superintendent of cemeteries a proper burial permit signed by the local registrar or the department of health and as required by the laws of the state.

(Ord. 573 (part), 1982.)

2.36.230 Disinterment Or Removal Of Body; Permit Required

No body shall be removed or disinterred from any graves either in Mountain Shadow or Old City Cemetery, or from any cemetery within the limits of the city without there having been obtained a permit so to do from the superintendent, nor shall any person having charge of any cemetery located within said limits remove, permit or cause to be removed, disinter or cause to be disinterred, any corpse that has been deposited in such cemetery unless a permit for such removal or disinterment has been issued by the superintendent. For the issuance of any permit for disinterment or removal of a body, a charge of two dollars will be made by the superintendent, which is to be paid to the treasurer of the city.

(Ord. 573 (part), 1982.)

2.36.240 Disinterment Or Removal Of Body; Filing Of Request

Any person applying for the removal of disinterment of any body buried in Mountain Shadow, Old City Cemetery or any cemetery in the limits of the city shall file with the superintendent the written request of

some relative of the deceased. The superintendent or person in charge of such cemetery shall cause the body to be disinterred, and deliver the body to the applicant and shall record same with the city clerk.

Item B.

(Ord. 573 (part), 1982.)

2.36.250 Disinterment Permit; Information About Deceased Required

Before issuing any disinterment permit, the superintendent shall require from the applicant such information as shall satisfy the superintendent of the name, race and age of the deceased, together with the date of death and burial and the cause thereof.

(Ord. 573 (part), 1982.)

2.36.260 Graves; Depth

All graves of adult persons shall not be less than five feet in depth at the center. Graves for children and infants shall be covered by at least two feet of earth.

(Ord. 573 (part), 1982.)

2.36.270 Old City Cemetery; Ownership Of Graves Or Lots

No more lots or graves are to be sold, or burials to be allowed, in Old City Cemetery except in cases where ownership of lots or graves can be proven. A curbing enclosing a block, lot or grave will be considered evidence of ownership.

(Ord. 573 (part), 1982.)

2.36.280 Graves Or Plots; Interments Allowed

The following interments of remains, and ashes of cremated remains, are allowed per grave plot:

- A. Only one interment of remains shall be allowed in a single plot, except that an adult and an infant child not over one year of age, or two children up to five years of age may be interred in a single standard plot.
- B. Four sets of cremated remains shall be allowed in one standard plot, if such ashes alone are interred in such plot.
- C. The remains of a person over five years of age and one set of ashes of cremated remains shall be allowed in a standard size grave.
- D. The remains of persons over five years of age may be interred in a single standard plot, where the bottom casket is at least eight feet deep, one casket on top of the other.
- E. In a four-foot by five-foot plot, the following are allowed:
 - 1. One infant remains, but two infant remains may be interred in a single plot where the bottom casket is at least eight feet deep, one casket on top of the other; provided, that no casket, bearing remains, in excess of three and one-half feet shall be buried in any such plot; or
 - 2. Four sets of cremated remains, if such cremated remains alone are interred in such plot; or
 - 3. The remains of an infant buried in a casket, not exceeding three and one-half feet long, and one set of cremated remains.

- F. A "standard grave or plot" as mentioned in this section is defined as five feet by nine feet or longer.
- G. Other allowable interments may be determined and fixed by the city council from time to time, by resolution.

(Ord. 573 (part), 1982.)

2.36.290 Graves Or Plots; Size

The sizes of graves or plots shall be as follows:

- A. In Sections One and Two, five feet by nine feet;
- B. In the Benevolent and Protective Order of Elks section, five feet by ten feet;
- C. In the walkways or aisles set aside for that purpose, four feet by five feet, for the limited purposes provided in this chapter;
- D. All other graves or plots, five feet by nine and one-half feet;
- E. As may be determined and fixed by the city council from time to time, by resolution.

(Ord. 573 (part), 1982.)

2.36.300 Graves Or Plots; Burial Permits Or Licenses; Price

- A. The prices of graves or burial plots for remains and ashes, shall be as determined by resolution.
- B. The price of burial permits or licenses may be increased or decreased from time to time by resolution of the city council.

(Ord. 573 (part), 1982.)

2.36.310 Green Section Established

A special-care of "green section" has been set aside, consisting of Blocks 111 to 120, and Blocks 135 to 144, and Blocks 65 to 74, and Blocks 89 to 98, and Blocks 157 to 166, and Blocks 181 to 190, and Blocks 200 to 209, all inclusive, and such other lots and blocks as may hereafter be set aside for such special-care or green section by resolution of the city council, from time to time. The sum of seventy-five dollars of each sale price established by resolution shall be deposited in a special account, invested as allowed by Health and Safety Code Section 8751 for endowment funds, and the income therefrom shall be used for the care, beautification and maintenance of the city cemeteries.

(Ord. 575, 1983; Ord. 573 (part), 1982.)

2.36.320 Interment In Veterans' Section; Eligibility

- A. The following persons are eligible for interment in the Veterans' Section of Mountain Shadow Cemetery:
 - 1. Any member of the armed forces of the United States dying in active service;
 - 2. Any former member of the armed forces of the United States whose last active service terminated honorably;
 - 3. The spouse, widow or widower of an eligible service member;

4. Minor children of an eligible service member.

- B. Fathers, mothers and inlaws are not eligible for interment in the Veterans' Section of Mountain Shadow Cemetery by reason of relationship to an eligible service member, regardless of whether they are dependent upon the service member for support and/or are members of his or her household.

(Ord. 573 (part), 1982.)

2.36.330 Violation; Penalty

Any person violating any of the provisions, or failing to comply with any of the mandatory requirements of this chapter is guilty of a misdemeanor, and upon conviction thereof is punishable for each such violation as provided in Section 1.08.010.

(Ord. 573 (part), 1982.)

10.24 Parking And Traffic Commission**10.24.010 Parking And Traffic Commission Established****10.24.020 Members****10.24.030 Terms Of Office****10.24.040 Vacancies****10.24.050 Removal Of Members****10.24.060 Chairperson; Chairperson Pro Tempore****10.24.070 Meetings****10.24.080 Meetings; Quorum****10.24.090 Powers And Duties Generally****10.24.100 Procedural Rules****10.24.110 Cooperation Of City Staff****10.24.120 Limitation Of Liability****10.24.130 Decision; Appeal****10.24.010 Parking And Traffic Commission Established**

There is established a parking and traffic commission in and for the city of Sonora.

(Ord. 743 (part), 2000.)

10.24.020 Members

The parking and traffic commission shall consist of eight members, each of whom shall be appointed by the mayor with confirmation from the city council. The tenure of any member of the parking and traffic commission may be terminated at any time by a majority of the council. The eight members will consist of the following:

Two council representatives;

One police department representative;

One fire department representative;

One public works department representative;

One planning commission representative;

Two at-large representatives.*

*At the time of appointment and throughout incumbency, the two at-large representatives shall be limited to two consecutive terms and (a) must be a qualified elector in the city or (b) be licensed by the city to operate a business.

(Ord. 747, 2000: Ord. 743 (part), 2000.)

10.24.030 Terms Of Office

Members of the parking and traffic commission shall be appointed for two years or until their successors shall be appointed, whichever shall occur first. Terms of office shall be filled in accordance with Section 10.24.020.

(Ord. 743 (part), 2000.)

10.24.040 Vacancies

Should a vacancy occur in a category of membership, such vacancy shall be filled in accordance with Section 10.24.020.

Item B.

(Ord. 743 (part), 2000.)

10.24.050 Removal Of Members

Whenever in the sole discretion of the council, the council believes that the best interest of the city shall be served, any member of the parking and traffic commission may be removed from office by a majority vote of the council.

(Ord. 743 (part), 2000.)

10.24.060 Chairperson; Chairperson Pro Tempore

The mayor will select one of the two city council appointments to the parking and traffic commission to serve as chairperson and the other to serve as chairperson pro tempore. The chairperson and chairperson pro tempore shall serve in such capacity until new committee assignments are made after July 1st of each municipal election year. It will be the duty of the chairperson to preside over all meetings of the commission with the chairperson pro tempore serving as chair in the absence of the chairperson.

(Ord. 743 (part), 2000.)

10.24.070 Meetings

The traffic and parking commission shall meet in regular session on an as-needed basis. Written notice of each meeting shall be given pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq. All meetings of the parking and traffic commission shall be open and public pursuant to state law.

(Ord. 743 (part), 2000.)

10.24.080 Meetings; Quorum

Four members of the parking and traffic commission shall constitute a quorum.

(Ord. 743 (part), 2000.)

10.24.090 Powers And Duties Generally

The powers and duties of the parking and traffic commission shall encompass all roadways and public parking citywide as set forth in this code. General powers and duties shall include but not be limited to:

- A. Acting on requests for change made by the public or by committee members regarding roadways and public parking;
- B. Matters germane to special parking and traffic studies and traffic calming;
- C. Such other matters as shall be referred from time to time from the city council.

The commission shall have such other powers and duties as may be expressly conferred upon the commission by ordinance or resolution. Except as may be otherwise specifically authorized in this chapter, the powers and duties of the parking and traffic commission are final unless the provisions of Section 10.24.130 of this chapter are invoked.

(Ord. 743 (part), 2000.)

10.24.100 Procedural Rules

The parking and traffic commission may adopt, from time to time, such rules of procedures and policies as may be deemed necessary to properly exercise its powers and duties. All such rules, procedures and policies shall be subject to prior approval of the city attorney and the city administrator and shall be copied to city council members.

(Ord. 743 (part), 2000.)

10.24.110 Cooperation Of City Staff

The city engineer and/or the city attorney will provide assistance as requested by the parking and traffic commission. All other department heads and the city administrator shall cooperate and tender all reasonable and necessary assistance to the parking and traffic commission upon request.

(Ord. 743 (part), 2000.)

10.24.120 Limitation Of Liability

Neither the parking and traffic commission nor any individual member thereof shall incur any financial liability or responsibility in the name of or on behalf of the city by virtue of their activities as parking and traffic commission members.

(Ord. 743 (part), 2000.)

10.24.130 Decision; Appeal

In any matter which the parking and traffic commission shall have the express power to determine the rights and obligations within its jurisdiction, any person aggrieved by any such action or ruling of the commission may appeal to the council within ten calendar days of that action taken by the commission. Such appeal must be received by the city administrator in writing. Any fee for processing an appeal to a decision made under this chapter shall be established by resolution of the council.

(Ord. 743 (part), 2000.)

12.20 Shade Trees And Shrubs[12.20.010 Title](#)[12.20.020 Definitions](#)[12.20.030 Creation And Establishment Of A City Tree And Landscaping Board](#)[12.20.040 Duties And Responsibilities](#)[12.20.050 Street Tree Species To Be Planted](#)[12.20.060 Distance From Curb And Sidewalk](#)[12.20.070 Public Tree Care](#)[12.20.080 Tree Topping](#)[12.20.090 Pruning; Corner Clearance](#)[12.20.100 Dead Or Diseased Tree Removal On Private Property](#)[12.20.110 Tree Removal In Anticipation Of Development; Prohibited](#)[12.20.115 Landscape Plan; Defined](#)[12.20.120 Landscape Plans Required For Subdivisions/Planned Developments](#)[12.20.130 Landscape Plans Required For Commercial, Industrial, Parking Lots And Multifamily Residential Construction](#)[12.20.135 Security Provisions](#)[12.20.140 Building Permits](#)[12.20.145 Maintenance And Enforcement](#)[12.20.150 Review/Appeal; City Council](#)[12.20.160 Violation; Penalty](#)[12.20.170 Federal, State, County, And Public Utility Exemptions](#)**NOTES**

For statutory provisions regarding the planting of trees along public streets, see Str. and Hwy. Code § 5101(1) and § 22000 et seq.; for provisions regarding municipal programs of street plantings, see Gov. Code § 40401.

12.20.010 Title

This chapter shall be referred to as the "Tree and Landscape Ordinance of Sonora."

(Ord. 619 (part), 1986: Ord. 268 § 1, 1956.)

12.20.020 Definitions

"Park trees" are trees, shrubs, bushes and all other woody vegetation in public parks having individual names and all areas owned by the city, or to which the public has free access as a park.

"Street trees" are trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within the city.

(Ord. 619 (part), 1986: Ord. 268 § 3, 1956.)

12.20.030 Creation And Establishment Of A City Tree And Landscaping Board

There is created and established a city tree and landscaping board for the city, which shall consist of the city council subcommittee on parks, recreation and beautification and such other members of the public appointed by the mayor.

(Ord. 619 (part), 1986: Ord. 268 § 4, 1956.)

12.20.040 Duties And Responsibilities

It shall be the responsibility of the board to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan will be presented annually to the city council and upon their acceptance and approval shall constitute the official comprehensive city tree and landscape plan for the city. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

(Ord. 619 (part), 1986: Ord. 268 § 5, 1956.)

12.20.050 Street Tree Species To Be Planted

The Sonora tree and landscaping board will develop a list of appropriate trees to be planted in public spaces and will forward it to the city council for adoption and publication by resolution.

(Ord. 619 (part), 1986: Ord. 268 § 6, 1956.)

12.20.060 Distance From Curb And Sidewalk

The distance trees may be planted from curbs or curblines and sidewalks will be in accordance with species size classes listed in the resolution on trees to be planted. In no event shall any tree be planted within two feet of any curb, curpline or sidewalk.

(Ord. 619 (part), 1986: Ord. 268 § 7, 1956.)

12.20.070 Public Tree Care

The city may plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

The city tree and landscaping board may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, power lines, gas lines, water lines or other public improvements, or is infected with any injurious fungus, insect or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with this chapter.

(Ord. 619 (part), 1986: Ord. 268 § 8, 1956.)

12.20.080 Tree Topping

It shall be unlawful as a normal practice for any person, firm or city department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this section at the determination of the city tree and landscaping board.

(Ord. 619 (part), 1986: Ord. 268 § 2, 1956.)

12.20.090 Pruning; Corner Clearance

Every owner of any tree overhanging any street right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any streetlight or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owner shall remove all dead, diseased or dangerous trees, or broken or decayed limbs.

which constitute a menace to the safety of the public. The city may prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a streetlight or interferes with visibility of any traffic-control device or sign.

Item B.

(Ord. 619 (part), 1986; Ord. 268 § 9, 1956.)

12.20.100 Dead Or Diseased Tree Removal On Private Property

The city may remove any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a threat to other trees within the city. The city tree and landscaping board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city may remove such trees and charge the cost of removal to the owners.

(Ord. 619 (part), 1986.)

12.20.110 Tree Removal In Anticipation Of Development; Prohibited

Removal of any trees having a minimum trunk diameter of six inches, on any undeveloped parcel within the city, in anticipation of developing that parcel is strictly prohibited. Developers must abide by the provisions of Sections 12.20.120 and 12.20.130 of this chapter prior to removing trees on undeveloped parcels which they plan to improve.

(Ord. 619 (part), 1986.)

12.20.115 Landscape Plan; Defined

For the purposes of this chapter, a landscape plan shall include a map of the undeveloped/predeveloped parcel(s), if any exist, which clearly locates and indicates the type and size (diameter at breast height) of all trees to be removed. The plan shall also locate and indicate, on a separate map, the type, size and location of all proposed landscaping to be completed after the construction of improvements to the property.

(Ord. 697 § 1, 1994.)

12.20.120 Landscape Plans Required For Subdivisions/Planned Developments

As provided for below, all subdivision and planned development plans filed for tentative approval shall include a landscape plan, as defined in this chapter.

Where said projects may potentially affect or change the existing landscape in the discretion of the planning department, the planning department shall require a landscape plan to be referred to the city tree and landscaping board for review and written approval. The board shall complete its review and make its determination within fifteen days of receipt of the landscape plan from the planning department. An applicant may appeal the decision of the board to the planning commission, according to procedures set forth in Section 17.62.100 of this code.

Once a landscape plan has been approved as provided in this chapter, no changes shall be permitted in the approved plan without the review and written approval of the city tree and landscaping board.

(Ord. 697 § 2, 1994; Ord. 619 (part), 1986.)

12.20.130 Landscape Plans Required For Commercial, Industrial, Parking Lots And Multifamily Residential Construction

As provided for below, all commercial, industrial, parking lots and multifamily residential construction plans for new construction or exterior remodel/rehabilitation shall include a landscape plan, as defined in this chapter.

Item B.

Where said projects may potentially affect or change the existing landscape in the discretion of the planning department, the planning department shall require a landscape plan to be referred to the city tree and landscaping board for review and written approval. The board shall complete its review and make its determination within fifteen days of receipt of the landscape plan from the planning department. An applicant may appeal the decision of the board to the planning commission, according to procedures set forth in Section 17.62.100 of this code.

Once a landscape plan has been approved as provided in this chapter, no changes shall be permitted in the approved plan without the review and written approval of the city tree and landscaping board.

(Ord. 697 § 3, 1994: Ord. 619 (part), 1986.)

12.20.135 Security Provisions

A. A guarantee of performance bond or escrow agreement must be provided and posted in a manner described below, with the amount to be determined by the community development director and approved by the parks, beautification and recreation committee, to insure satisfactory completion of the landscaping plan as submitted and approved. The amount of such guarantee shall be equal to one and one-fourth times the cost of purchasing, installing, and completing landscaping and screening materials required under this chapter. All such guarantees shall be subject to approval by the city council and shall be made payable to the city of Sonora.

1. Performance Bond(s). The subdivider/developer shall obtain a performance bond(s) from a bonding company authorized to do business in California. The duration of the bond(s) shall be until such time as the improvements are accepted by the city council.
2. Cash or Equivalent Security. The subdivider/developer shall deposit cash, an irrevocable letter of credit or other instrument readily convertible into cash at face value, either with the city or in escrow with a financial institution designated as an official depository of the city.

If cash or other instrument is deposited in escrow with a financial institution as herein provided, the subdivider/developer shall then file with the city council an agreement between the financial institution and himself guaranteeing the following:

- a. That said escrow account shall be held in trust until released by the city council and may not be used or pledged by the subdivider/developer in any matter during the term of the escrow; and
- b. That in the case of a failure on the part of the subdivider/developer to complete said improvement, the financial institution shall, upon notification by the city council and submission by the city council to the financial institution of an engineer's estimate of the amount needed to complete the improvements, immediately either pay to the city the funds estimated to complete the improvements, up to the full balance of the escrow account, or deliver to the city any other instruments fully endorsed or otherwise made payable in full to the city.
- c. Upon default, meaning failure on the part of the subdivider/developer to complete the required improvements in a timely manner, as spelled out in the performance bond or escrow agreement, then the surety, or the financial institution holding the escrow account shall, if requested by the city council, pay all or any portion of the bond or escrow fund to the city up to the amount needed to complete

improvements based on an engineer's estimate. Upon payment, the city council, in its discretion, may expend such portion of said funds as it deems necessary to complete all or any portion of the required improvements. The city shall return to the bonding firm any funds not spent in completing the improvements. Should the amount of funds needed to complete the installation of all improvements exceed the amount in the bond or escrow account, the subdivider/developer shall nonetheless be responsible for providing the funds to cover such costs. The subdivider/developer shall at all times bear the financial burden for the installation of all required improvements.

Item B.

- d. The city council may authorize the city administrator to release part of any security posted as the improvements are completed and approved by the city. Such funds shall be released within ten days after the corresponding improvements have been so approved.

B. It is recognized that vegetation used in landscaping or screening should be planted at certain times of the year to ensure the best chance of survival. To ensure compliance with this section and to reduce the potential expense of replacing landscaping or screening materials which were installed in an untimely or improper fashion, in lieu of requiring the completion and installation of these improvements prior to the issuance of a certificate of occupancy, the city may enter into an agreement with the subdivider/developer whereby the subdivider/developer shall agree to complete all required landscaping and screening. Once said agreement is signed by the city and the subdivider/developer and the security required as stated in this subsection is provided, the certificate of occupancy may be approved by the community development director, if all other requirements of this section are met. To secure this agreement, the subdivider/developer shall provide to the city either one, or a combination of the previous guarantees.

(Ord. 767 § 1, 2004)

12.20.140 Building Permits

No building permits for the type of improvements delineated in Sections 12.20.120 and 12.20.130 will be issued unless a landscape plan has been approved by the city tree and landscaping board. Further, no final building inspection and/or certificate of occupancy shall be issued by the building department unless landscaping has been installed in substantial compliance with the approved landscape plan, or adequate provisions for installation of landscaping have been made.

(Ord. 697 § 4, 1994; Ord. 619 (part), 1986.)

12.20.145 Maintenance And Enforcement

- A. The property owner shall be responsible for the on-going maintenance of all landscaping in a healthy and growing condition that is appropriate for the season of the year. Maintenance shall be conducted in all landscape areas, parking lots, driveways and aisles, hardscape, pavement and curb markings. Throughout the life of the project, maintenance of approved landscaping shall consist of regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, the removal and replacement of dead plants, and the repair and replacement of irrigation systems and integrated architectural features. Plants that die shall be replaced as directed by the community development director with new plant materials that conform to the approved landscape plan. For the first three years of maintenance of landscape areas for which a landscape plan has been approved, it shall be professionally maintained by a licensed contractor. At the discretion of the city tree and landscaping board, professional maintenance may be required for up to the first ten years of maintenance.

- B. Enforcement of the implementation of approved landscape plans and of the above maintenance provisions shall be at the direction of the community development director. After inspection, if a violation of this section is determined to exist, written notice shall be given to the property owner. Notice shall include identification of the property location; the nature of the violation; the section(s) of the code upon which the violation is based; a description of actions required to address the violation; and time within which the work must be accomplished. Generally, the time allowed for work to bring the premises into compliance shall not be less than thirty days or more than ninety days from the date of the written notice.
- C. Prior to the issuance of a certificate of occupancy, the landowner shall file a maintenance agreement and easement to enter and maintain, and a security guarantee in a manner like that outlined in Section 12.20.135 of this chapter to the approval of the city attorney. The agreement and easement to enter and maintain shall ensure that if the landowner, or subsequent owners, fails to maintain the required installed site improvements, the city will be able to accomplish the required maintenance. The amount of the security throughout the maintenance period shall be one and one fourth times the licensed contractor's estimate of the cost to maintain the project.

(Ord. 767 § 2, 2004; Ord. 750 § 1, 2001.)

12.20.150 Review/Appeal; City Council

The city council shall have the right to review the conduct, acts and decisions of the planning commission pertaining to this chapter. Any person may appeal from the decision of the planning commission to the city council, which shall hear the matter and render a final decision. The appeal must be made in writing and received by the city clerk within ten days of the decision of the planning commission.

(Ord. 619 (part), 1986.)

12.20.160 Violation; Penalty

Violations of this chapter are infractions.

(Ord. 619 (part), 1986.)

12.20.170 Federal, State, County, And Public Utility Exemptions

Federal, state and county governments as well as public utilities are exempted from the requirements delineated in this chapter; however, these agencies will be asked to cooperate with the city in assuring that the intent of this chapter is met as they go about their business within city limits.

(Ord. 619 (part), 1986.)



CITY COUNCIL AGENDA REPORT

CITY

HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider the Mayor's Recommendation to Appoint to the City of Sonora Planning Commission Curtis Wicks and Nathan Morales to Serve Four (4) Year Terms.

RECOMMENDATION:

Consider the Mayor's Appointment of Curtis Wicks to Serve as a City of Sonora Planning Commissioner for a Four-Year Term expiring on July 1, 2029.

Consider the Mayor's Re-Appointment of Nathan Morales to Serve as a City of Sonora Planning Commissioner for a Four-Year Term Expiring on July 1, 2029.

BACKGROUND:

As of July 1, two Planning Commissioner openings are available. One vacancy was created by Nathan Morales completing his four (4) year term. A second vacancy was created when Thad Waterbury, who served a one-year term (filling a vacancy created by Bess Levine and Stephen Opie being elected to City Council), expiring July 1, indicated that he will not be seeking re-appointment.

An announcement that two (2) vacancies for application were available was placed on the City website. A notice was taken in the Union Democrat advertising the vacancies. Additionally, the City made an announcement regarding the vacancies on its Facebook page. Those interested in serving on the Planning Commission were instructed to submit their application on or before August 1, 2025. The Mayor received two (2) applications, copies of which, are attached hereto. Those applying included Curtis Wicks and Nathan Morales. After review of the applications the Mayor is recommending the appointment of Curtis Wicks and Nathan Morales to serve four (4) year terms, as reflected in the recommendation above.

DISCUSSION / ANALYSIS:

The Planning Commission meets monthly on the fourth Tuesday of the Month. Meetings are held at 5:30pm in the Council Chambers. All meetings are open to the public and noticed in the Union Democrat in addition to agendas being posted at City Hall. The Planning Commission has 5 members.



CITY COUNCIL AGENDA REPORT

CITY

HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

The functions of the Planning Commission are as follows:

- A. It shall develop and maintain a general plan.
- B. It shall 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 as the basis for the efficient expenditure of funds relating to the subjects of the general plan.
- C. It shall develop such specific plans as may be necessary or desirable.
- D. It shall periodically review the capital improvement program of the City.
- E. It shall perform such other functions as the City Council may provide.

The Planning Commission has the powers necessary to enable it to fulfill and carry out its planning functions.

- F. In the performance of their functions, Planning Commission personnel may enter upon any land and make examinations and surveys, provided that such entries, examinations and surveys do not interfere with the use of the land by those lawfully entitled to the possession thereof.
- G. Upon request, all public officials shall furnish to the Planning Commission, within a reasonable time, such available information as may be required for the work of such Planning commission.
- H. It shall endeavor to promote public interest in, and understanding of, official plans and regulations relating thereto. It may consult and confer with public officials and agencies, civic, educational, professional and other organizations, and with citizens generally, with relation to the carrying out of such plans.

FISCAL IMPACT:

Training for Planning Commissioners and a stipend of \$35 per meeting are budgeted annually to support the functioning of the Commissions activities.

ATTACHMENTS:

Applications for each candidate who submitted for consideration.



CITY COUNCIL AGENDA REPORT

CITY

HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

CORE COUNCIL PRIORITIES:

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



CITY OF SONORA

PLANNING COMMISSION APPOINTMENT APPLICATION



94 North Washington Street
Sonora, CA 95370
(209) 532-3508

Applications are now being accepted for two (2) vacancies on the City of Sonora Planning Commission. To be eligible for a position on the Planning Commission, applicants must be a resident and elector of the City. Applicants should have an interest in the land use planning and development activities of the City of Sonora and its sphere of influence.

The terms will begin on August 18, 2025 and expire in subsequent years. Please check which position you are applying for:

☒ Planning Commissioner - Term Expiration July 1, 2029

Applicant: Curtis Wicks

Applicant's Residence Address: [REDACTED]

Mailing Address: same as above

Email: [REDACTED]

Phone #: Cell [REDACTED] Home —

Work —

Are you a current resident of the City of Sonora? ☒ Yes ☐ No

If yes, how long have you lived within the City of Sonora? 8 yrs

Current Occupation: retired

Do you own an existing business in the City? ☐ Yes ☒ No

If yes, Business Name: —

Address: —

List any community organizations in which you have been or are currently involved with:

Tuolumne County Grand Jury
Tuolumne County Transportation Council - Citizens
Advisory Committee

Briefly describe the qualifications you possess which you feel would be an asset to the Planning Commission: _____

see additional sheet

Briefly explain why you would like to serve on the Planning Commission: _____

see additional sheet

I hereby confirm that I have sufficient time to devote to this responsibility and plan to attend the required meetings if I am appointed to this position. I understand that if I am appointed to the Planning Commission, a Statement of Economic Interests Form 700 is required by State Law or Council Policy and shall file this form within thirty (30) calendar days of assuming office. I hereby consent that this document is considered a public record and will be available to the public for review.

Applicant's Signature

Date

July 28, 2025

To be considered for appointment, applications must be received before 4 p.m. on Friday, August 1, 2025.

Completed applications are to be signed and submitted to:

**Mayor Ann Segerstrom
C/O Community Development Department
City of Sonora
94 N. Washington Street
Sonora, CA 95370**

Completed and signed applications can also be submitted via email to tsummersett@sonoraca.com. Questions regarding this position should be directed to Tyler Summersett, Community Development Director at (209) 532-3508 Ext. #2.

Briefly describe the qualifications you possess which you feel would be an asset to the Planning Commission:

In my career as a mid-level leader at Lockheed Martin Space Systems, one function included representing specialized facility operations requirements in California, Colorado and Pennsylvania with local and state government organizations. I also learned much about permitting and construction/electrical work shadowing my father-in law when he was Chief Electrical Inspector of the City of San Jose. I possess a balanced view of requirements and regulations encompassing the permit process.

Additionally, I would work to maintain the historical heritage and architecture unique to Sonora where possible.

Given my background as a government contractor; I have been on both ends of the permitting application and approval process. I would be able to balance City legal and permit requirements with the applicant's goals. I have no preconceived or hidden agenda. I would bring impartiality to the process.

Briefly explain why you would like to serve on the Planning Commission:

I would be an asset to the Commission through my career, background and deep appreciation for Sonora and its history. My experience with the Tuolumne County Transportation Council has inspired me to be more involved with the City I and three generations of my family call home.



CITY OF SONORA

PLANNING COMMISSION APPOINTMENT APPLICATION



Item C.

94 North Washington Street
Sonora, CA 95370
(209) 532-3508

Applications are now being accepted for two (2) vacancies on the City of Sonora Planning Commission. To be eligible for a position on the Planning Commission, applicants must be a resident and elector of the City. Applicants should have an interest in the land use planning and development activities of the City of Sonora and its sphere of influence.

The terms will begin on August 18, 2025 and expire in subsequent years. Please check which position you are applying for:

____ Planning Commissioner - Term Expiration July 1, 2029

Applicant: Nathan Morales

Applicant's Residence Address: _____

Mailing Address: _____

Email: _____

Phone #:

Cell

Home

Work

Are you a current resident of the City of Sonora?

☒ Yes

☐ No

If yes, how long have you lived within the City of Sonora?

5 years

Current Occupation:

Realtor

Do you own an existing business in the City?

☐ Yes

☒ No

If yes, Business Name:

Address:

List any community organizations in which you have been or are currently involved with:

Hilltop Church

Briefly describe the qualifications you possess which you feel would be an asset to the Planning Commission: _____

Experience as a commissioner.
 Attended full day commissioner training.
 10 years in real estate.

Briefly explain why you would like to serve on the Planning Commission: _____

To serve my city.
 To contribute to wise decisions that
 effect the people of Sonora.

I hereby confirm that I have sufficient time to devote to this responsibility and plan to attend the required meetings if I am appointed to this position. I understand that if I am appointed to the Planning Commission, a Statement of Economic Interests Form 700 is required by State Law or Council Policy and shall file this form within thirty (30) calendar days of assuming office. I hereby consent that this document is considered a public record and will be available to the public for review.



Applicant's Signature

7-20-25
 Date

To be considered for appointment, applications must be received before 4 p.m. on Friday, August 1, 2025.

Completed applications are to be signed and submitted to:

**Mayor Ann Segerstrom
 C/O Community Development Department
 City of Sonora
 94 N. Washington Street
 Sonora, CA 95370**

Completed and signed applications can also be submitted via email to tsummersett@sonoraca.com. Questions regarding this position should be directed to Tyler Summersett, Community Development Director at (209) 532-3508 Ext. #2.



CITY COUNCIL AGENDA REPORT

CITY

HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: August 18, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider Approval of the (Low) Bid Award to Baldwin Construction for the Public Works Maintenance Yard Structure.

RECOMMENDATION:

Consider Approval of the (Low) Bid Award to Baldwin Construction for the Public Works Maintenance Yard Structure Project in the Amount of \$210,000 and Authorize the City Administrator to Sign the Construction Agreement and all Related Project Documents.

BACKGROUND:

The new building is being funded through a Cal OES grant that is replacing a building previously lost in the Washington fire. The building will be a pre-engineered metal building and will be constructed at the City of Sonora Public Works shop yard at 111 W School Street. Under Dewberry Engineers' City Engineering Services Contract for the City of Sonora, Dewberry will provide the engineering services needed to prepare the design and construction documents (Plans and Specifications) for the Public Works Maintenance Building Project.

DISCUSSION / ANALYSIS:

A task order was given to Dewberry Engineering to finalize the design documents for the project along with the specs for the project in November 2024. This cost the project roughly \$43,652 in funding (which is an eligible expense of the funding program).

The project went out to bid on March 21, 2025, with a mandatory pre-bid meeting on site on April 3rd and bids due on April 14th, 2025. Although six (6) companies attended the pre-bid meeting, the City only received the following bids:

- | | |
|-------------------------|-----------|
| 1. PlummerBuilt Inc. | \$343,750 |
| 2. Baldwin Construction | \$308,040 |



CITY COUNCIL AGENDA REPORT

CITY

HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

3. Njirich & Sons Inc. \$422,000

Baldwin is considered a responsive bidder for the project, having submitted all the required documentation requested. Additionally, the contractor identified cost saving measures for the project which are reflected below:

Project Change Order- Eliminate 2 Storage Bays, Electrical, Water, \$98,040

Total contract cost with Change Order reflected, \$210,000

FISCAL IMPACT:

The previous funding source is Cal OES Disaster Recovery Grant Funds from the Washington Fire. This funding is tied directly to documented losses from that fire. This was fully Budgeted in the FY 25/26 Budget approved by the City Council on June 16, 2025.

ATTACHMENTS:

Attachment A- Construction Contract

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Economic Development/Growth and General Plan

PUBLIC WORKS MAINTENANCE STRUCTURE AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this 18th day of August, 2025, by and between the City of Sonora, a California municipal corporation (“City”) and Jex Baldwin Construction (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. The City Council published plans and specifications for the construction work herein described (“Project”), and did approve and adopt said plans and specifications (“Specifications”), which are attached hereto as **Exhibit A**.

B. The City did publish a notice and invitation to submit sealed proposals/bids for the performance of the Project, Public Works Maintenance Structure, which is attached hereto as **Exhibit B**, on March 20 2025, at the time and in the manner required by law and City policy.

C. The City also provided instructions for submitting proposals/bids in the Notice to Bidders, which is attached hereto as **Exhibit B**.

D. The Contractor, in response to such Notice to Bidders, submitted to the City within the time specified in the Notice to Bidders and in the manner provided therein, a sealed Proposal/Bid to perform the Project as specified in said Specifications, which was publicly opened and read in the manner provided by law with other bids submitted for the Project.

E. Contractor’s bid included a bid schedule (“Bid Schedule”), which is attached hereto as **Exhibit C**, and which sets forth details about Contractor’s completion of the Project, including extended costs for Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit D**, at the same time the Contractor submitted its bid.

G. Contractor’s bid included a list of subcontractors designated to perform specified portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit E**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certifications of qualification for Contractor and its Subcontractors on the Project, which are collectively attached hereto as **Exhibit F**.

I. Contractor was the selected responsible bidder for the performance of the Project, and the City Council, as a result of the canvass of said bids, determined and declared the Contractor as the selected responsible bidder for the Project.

J. Contractor represents to City that it is a duly qualified firm experienced in the construction of maintenance yard structures, including providing the related site civil construction work and underground utility work and hookups (water and electrical) as shown on the Specifications.

K. In the judgment of the City Council, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor's Bid, Contractor will complete the Project in accordance with the City's Specifications and all other Contract Documents (defined below).

M. Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit G** ("Completion Schedule").

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bonds") on forms which are substantially similar to those which are attached hereto as **Exhibit H**.

O. City desires to retain Contractor to perform the Project in accordance with the terms and conditions set forth in this Agreement.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in the attached **Exhibit I**.

Q. Collectively, the Agreement along with Exhibits A through I comprise the contract documents ("Contract Documents")

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 24 of this Agreement, Sections 1 through 24 shall prevail.

Section 2. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of the Services until it has been given notice by City (“Notice to Proceed”).

Section 3. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after City files a Notice of Completion acknowledging completion of the Project (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 4. Project Coordination.

(a) *City.* The City Administrator shall be the representative of City for all purposes under this Agreement. The City Administrator, or their designee, is hereby designated the “Contract Administrator” for City and shall supervise all aspects of the progress and execution of this Agreement.

(b) *Contractor.* Contractor shall assign a single “Project Manager” to have overall responsibility for the progress and execution of this Agreement for Contractor. _____ is hereby designated the Project Manager for Contractor. The Project Manager shall provide progress reports and meet with the Contract Administrator as requested to address progress on the project(s) or any issues/concerns.

(c) *Performance by Key Employee.* Contractor represents to City that the Project Manager will be the person primarily responsible for the performance of the Services and all communications related to the Services. City enters into this Agreement in reliance on that representation by Contractor. There shall be no change in the Project Manager or members of the project team, as listed in Contractor’s Statement of Qualifications, without prior written approval of the City Administrator. The Contractor must justify the need for the substitution. The proposed substituted person or subconsultant must be as qualified as the original, in the discretion of the City Administrator, and at the same or lower cost.

Section 5. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (“Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the City’s Contract Administrator may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the Contract Administrator.

(c) *Approval of Services.* The Contract Administrator shall have the right to reject, or require modification of, any Services by Contractor that do not comply with the Contract Documents. Contractor shall only receive direction and approval for Services from the Contract Administrator.

Section 6. Time of Performance. Contractor warrants that it will commence performance of the Services within fifteen (15) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in **Exhibit G**, Completion Schedule, damage will be sustained by the City, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to City as damages, the One Thousand Dollars (\$1,000.00) for each and every day the Project is delayed. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement is made. The City shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the City’s legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the City shall have the right to charge Contractor and to deduct from the any amount due or to become due to Contract, the actual cost to the City for legal, engineering, inspection, superintendence, loss of revenue due to service interruptions to City customers, and other expenses, which are directly chargeable to the Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

Section 7. Payment. City shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in **Exhibit C**, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$ 210,000.00 total.

Section 8. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the specifications provided in Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish City with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within three (3) business days of notice by City that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by City, Contractor shall complete and file and shall cause any person doing work under this Agreement to complete and file, a “Statement of Economic Interest” with the Tuolumne County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of a protected category.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability.

(i) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor shall post a copy of the current prevailing wage rate of per diem wages as determined by the Director of the Department of Industrial Relations at the job site.

Section 9. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within the City limits without a proper permit from City.

Section 10. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 11. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor’s financial inability to perform; (b) Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 12. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to City and agrees to require its subcontractors to offer and agree to assign the City, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. and Prof. Code § 16700 *et seq.*), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 13. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor (“Work Product”) in the performance of and prior to termination of this Agreement by City or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of City, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 14. City’s Termination without Cause. At any time, City may terminate the Agreement with or without cause by providing Contractor with five (5) business days’ written notice of such termination.

Section 15. City's Termination in the Event of Contractor's Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the City may give notice to the Contractor and allow Contractor five (5) business days to correct such deficiency. The City, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement before City issues a Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Contractor. If City terminates this Agreement after City has issued a Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, City shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to City such financial information, as in the judgment of the City Administrator, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 16. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 17. Worker's Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 18. Performance and Payment Bonds. Contractor shall file a performance bond and a payment bond with the City, each payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire Term of the Agreement at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond required herein and surety hereby consents such alterations in any surety on said bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 19. Insurance Coverage: During the Term, the Contractor 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 the City with written proof of said insurance. Contractor shall maintain coverage as follows and will provide the City with a certificate of insurance evidencing said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project, or the general aggregate shall be Four Million Dollars (\$4,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

"The City of Sonora, its officers and employees are named as additional insured for liability caused in whole or in part by the operations performed by Contractor under this Agreement."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

"The insurance provided herein is primary coverage to the City of Sonora with respect to any insurance or self-insurance programs maintained by City."

"This policy shall not be canceled without first giving thirty (30) days prior written notice to the City of Sonora, Attention: City Administrator."

(b) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior written notice to City of Sonora, Attention: City Administrator."

(c) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled without first giving thirty (30) days prior written notice to the City of Sonora, Attention: City Administrator."

(d) *Environmental Liability Insurance.* Contractor shall carry environmental liability insurance which includes coverage for sudden and accidental pollution arising out of handling hazardous materials or hazardous wastes, non-hazardous materials or non-hazardous wastes, that, when released to the environment, violate regulatory standards of federal, state, or local government.

(e) *Documentation.* The following documentation shall be submitted to City:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above ("Certificates"). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (45) days of City's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the City and shall contain standard separation of insured provisions.

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

(g) *Material Breach.* If Contractor, 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. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

Section 20. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description to the extent caused in whole or in part by Contractor's negligence or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Upon receiving notice of a claim, Contractor shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. Such obligations to defend, hold harmless and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole or in part by the negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against City and City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

City may withhold from its payments to Contractor such amount as, in the City's opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. City's withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the City and City's Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 21. Notices. Any notice or communication required hereunder between City and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Sonora 94 Washington Street Sonora, CA, 95370 Attention: City Administrator
With courtesy copy to:	White Brenner LLP 1608 T Street Sacramento, CA 95811 Attention: Douglas L. White, Esq.
If to Contractor:	Frank Baldwin Jex Baldwin Construction 18165 Wards Ferry Road Sonora, CA 95370

Section 22. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

Exhibits:

Exhibit A:	Special Provisions
Exhibit B:	Notice to Bidders
Exhibit C:	Bid Schedule
Exhibit D:	Bid Guarantee
Exhibit E:	List of Subcontractors
Exhibit F:	Equal Employment Opportunity Certification
Exhibit G:	Public Contract Code
Exhibit H:	Public Contract Code 10232 Statement
Exhibit I:	Non-Collusion Affidavit
Exhibit J:	Debarment and Suspension Certification
Exhibit K:	Bidders Bond
Exhibit L:	Performance Bond
Exhibit M:	Payment Bond

Attachments:

Attachment A:	State and Federal Prevailing Wage Rates
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Section 23. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the City pursuant to section 5(b).

Section 24. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities.* 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. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California for the County of Tuolumne.

(g) *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.

(h) *Counterparts.* This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit.* City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Agreement.

(j) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(p) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Contractor as of the Effective Date.

CITY:

City of Sonora, a California municipal corporation

By: _____
Melissa Eads, City Administrator

Date: _____

Approved as to Form:

By: _____
Douglas L. White, City Attorney

CONTRACTOR:

Jex Baldewin Construction

By: _____
_____, _____

Date: _____

EXHIBIT A: SPECIAL PROVISIONS

SECTION IV

SPECIAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS

- A) General Conditions: The General Conditions of the contract which are bound to the project specifications apply to the Contractor and all subcontractors performing work on this project.
- B) Precedence of Plans and Specifications. Unless otherwise noted in the project plans or in these Special Provisions, all work performed on this project shall be in accordance with the 2024 Edition of the Department of Transportation (Caltrans) Standard Specifications and Standard Plans.

Wherever there is a conflict between the Standard Specifications and/or Standard Plans, with the General Conditions, the project plans, or these Special Provisions, the General Conditions, project plans, and these Special Provisions shall take precedence. The more specific provisions shall prevail. All provisions for Measurement and Payment shall be in accordance with the Measurement and Payment provisions of these Special Provisions. All units of measurement shown on the plans, these Special Provisions, and the contract documents are in American-US units of feet, inches, pounds, tons, yards, cubic yards, etc. Standard American-US unit abbreviations, and the following abbreviations apply where they may be shown on the plans of Bid Schedule:

LF	Lineal foot
SF	Square foot
SY	Square yard
CY	Cubic yard
TON	ton or unit of 2000 pounds
EA	Each
LS	Lump Sum

All quantities shown on the Bid Schedule in Section II Proposal of the project specifications shall be Final Pay Quantities in accordance with Section 9-1.02C of the Standard Specifications. References to payment per unit on the plans and in these Special Provisions are for estimating, bidding, and progress payment purposes only. The contract basis shall be Lump Sum contract covering all the work described by the plans and these specifications.

- C) Special Provision Division Headings: Wherever in the following divisions of these Special Provisions the following headings are used, the intent and meaning shall be interpreted as follows:

SCOPE: The scope of work to be performed under the particular division of these Special Provisions.

MATERIALS: The materials and/or equipment to be supplied and/or installed under the particular division of these Special Provisions.

SUBMITTALS: The documents and/or tests to be submitted by the Contractor to the Engineer for review and approval.

WORKMANSHIP: The method as to how the work shall be performed to obtain the desired results or a description of the preferred method of work or instructions.

MEASUREMENT AND PAYMENT: The method as to how the particular item or items covered by the particular division of these Special Provisions, will be measured paid.

DIVISION 2 – DEMOLITION

- A) SCOPE: Demolition work includes the following:
- 1) The saw cutting the existing asphalt concrete to the limits shown on the plans.
 - 2) Selective demolition and grinding of the existing asphalt concrete to the limits shown on the plans.
- B) MATERIALS: N/A
- C) SUBMITTALS: N/A
- D) WORKMANSHIP:
- 1) Demolition work shall comply with the requirements specified in Section 15 of the Caltrans Standard Specifications
 - 2) The existing asphalt removal and grinding shall be done such that neat lines are provided between the existing asphalt that is to remain in place as is and the asphalt that is removed or ground.
 - 3) The Contractor shall control dust during the demolition work and use base management practices to control any water runoff from the work area.
 - 4) The Contractor shall dispose of all demolished materials off site to an approved waste facility.
- E) MEASUREMENT AND PAYMENT:
- 1) The lump sum paid for Site Demolition includes the costs for all labor, tools, equipment, and incidentals needed to remove and grind the existing asphalt concrete to the limits shown on the plans and no additional compensation will be allowed, therefore.

DIVISION 3 – SITE GRADING AND PAVING

- A) SCOPE: Site grading and paving work includes the following:
- 1) Grading the site to the limits and grades shown on the plans.
 - 2) Repaving the site to the limits and grades shown on the plans.
- B) MATERIALS:
- 1) Aggregate Base and Hot Mix Asphalt (HMA) materials shall be as specified in the plans.
 - 2) Aggregate Base shall comply with the requirements specified in Section 26 "Aggregate Bases" of the Caltrans Standard Specifications
 - 3) HMA shall comply with the requirements specified in Section 39-2 "Hot Mix Asphalt" and Section 39-2.07 "Minor Hot Mix Asphalt" of the Caltrans Standard Specifications.
- C) SUBMITTALS:
- 1) Certificate of Conformance for Aggregate Base
 - 2) HMA Job Mix Formula
- D) WORKMANSHIP:
- 1) All grading work shall conform to the requirements specified in Section 19 "Earthwork" of the Caltrans Standard Specifications.
 - 2) Placement of HMA shall not commence until after the building slab and building foundations have been constructed complete and in place and are fully cured.
 - 3) HMA work shall conform to Section 39-2.01C of the Caltrans Standard Specifications. Plans
 - 4) The completed pavement area shall terminate along neat lines between the new pavement and the existing asphalt that is to remain in place.
- E) Measurement and Payment:
- 1) The lump sum paid for Site Grading and Paving includes the costs for all materials, labor, tools, equipment, and incidentals needed to perform the grading and paving work,

complete and in place, as shown on the plans and no additional compensation will be allowed, therefore.

DIVISION 4 – CONCRETE

A) SCOPE: Concrete work includes the following:

- 1) Construction of a concrete building slab, building foundations, and concrete bumpers.

B) MATERIALS:

- 1) Concrete and concrete reinforcement materials shall be as specified in the plans.
- 2) Concrete shall comply with the requirements specified in Section 51 "Concrete Structures" of the Caltrans Standard Specifications for structural concrete.
- 3) Reinforcement shall comply with the requirements specified in Section 52 "Reinforcement" of the Caltrans Standard Specifications
- 4) Admixtures to improve workability and curing shall be as recommended by the concrete supplier and approved by the Engineer.
- 5) Curing compounds, bonding agents, and other accessory items necessary for the concrete items, shall be included in the price paid for the various concrete items.

C) SUBMITTALS:

- 1) Concrete mix design.
- 2) Certificates of Conformance and manufacturer's brochures for the on all concrete additives and admixtures proposed for use in the proposed concrete mix design.
- 3) Certificate of Conformance for concrete reinforcement.

D) WORKMANSHIP:

- 1) All concrete work shall conform to the requirements specified in Section 51 "Concrete Structures" of the Caltrans Standard Specifications.
- 2) Placement of concrete reinforcement shall conform to the requirements specified in Section 52 "Reinforcement" of the Caltrans Standard Specification and as shown on the plans and the prefabricated metal building shop drawings.

E) MEASUREMENT AND PAYMENT:

- 1) The lump sum paid for Concrete Slab includes the costs for all materials, labor, tools, equipment, and incidentals needed to construct the building concrete slab, complete and in place, as shown on the plans and no additional compensation will be allowed, therefore.
- 2) The costs to construct the building concrete foundations and bumpers (as shown on the plans) is included in the lump sum price paid for Furnish and Install Prefabricated Metal Building and no additional compensation will be allowed, therefore.

DIVISION 5 – FURNISH AND INSTALL PREFABRICATED METAL BUILDING

A) SCOPE: Furnish and Install Prefabricated Metal Building work includes the following:

- 1) The design and preparation of design calculations and shop drawings for the prefabricated metal building, including the building structural support system (beams, columns, bracing, etc.), building roofing and siding, and the building foundation. The design calculations and shop drawings shall be signed by a California Professional Engineer (Civil or Structural).
- 2) Furnishing and installing the prefabricated building complete and in place including the building concrete foundations and concrete bumpers as shown on the plans
- 3) Furnishing and installing the roll-up door as shown on the plans

B) MATERIALS:

- 1) Building System
 - a. General: All components for the pre-engineered metal buildings as herein specified shall, for the purpose of establishing the standard of quality, materials, and general configuration desired be as manufactured by BUTLER MANUFACTURING COMPANY, or equal. Other manufacturers will be

considered provided they meet or exceed these Special Provisions and are approved in advance by the City of Sonora.

- b. Provide a complete, integrated set of metal building system manufacturer's standard mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior. Include primary and secondary framing, metal roof panels, metal wall panels, and accessories complying with requirements indicated.
 - c. Provide a metal building system of size and with spacings, slopes, and spans indicated on the plans.
 - d. Primary Frame Type:
 1. Single-Span Rigid Frame: Solid-member, structural-framing system without interior columns. The pre-engineered building columns shall have pinned bases and shall transfer no moments to the foundation.
 2. Rigid Modular Frame: Lateral load resisting moment frame without diagonal rods or cables. Moment frames shall have pinned bases and shall transfer no moments to the foundation.
 3. Brace Frame: Lateral load resisting brace frame shall be in the opposite direction of the lateral resisting moment frames.
 - e. End-Wall Framing: Manufacturer's standard consisting of load-bearing end-wall and corner columns, and rafters.
 - f. Secondary Frame Type: Manufacturer's standard purlins and joists and exterior-framed (bypass) girts.
 - g. Eave Height: as indicated by nominal height on Drawings.
 - h. Bay Spacing: as indicated on Drawings.
 - i. Roof Slope: as indicated on Drawings.
 - j. Roof System: Galvanized corrugated metal. Prefinished steel exterior and interior faces consistent with the look of the existing adjacent buildings.
 - k. Exterior Wall System: Galvanize corrugated metal. Prefinished steel exterior and interior faces consistent with the look of the existing adjacent buildings.
- 2) Building System Performance Requirements
- a. Structural Performance: Provide metal building systems capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - b. Engineer metal building systems according to procedures in MBMA's "Metal Building Systems Manual."
 - c. Design Loads: As indicated on Drawings.
 - d. Design Loads: As required by ASCE 7, "Minimum Design Loads for Buildings and Other Structures."
 - e. Roof Live Loads: As indicated on the drawings. Roof live load shall have no reductions.
 - f. Building Occupancy: As indicated on Drawings.
 - g. Roof Snow Loads: As indicated on the drawings.
 - h. Occupancy Category I.
 - i. Wind Loads: Include horizontal loads induced by a basic wind speed corresponding to:
 - j. 81 mph with 3 second gust, Exposure C. (ASCE 7)
 - k. Occupancy Category I, Importance Factor $I_w = 1.00$.
 - l. Collateral Loads: Include additional dead loads other than the weight of the metal building system for permanent items such as electrical conduit and roof supported lights with a minimum 20 psf collateral load. Confirm final design collateral loads with equipment manufacturer's approved submittals.
 - m. Load Combinations: Design metal building systems to withstand the most critical effects of load factors and load combinations as required by ASCE 7, "Minimum Design Loads for Buildings and Other Structures."
 - n. Deflection Limits: Engineer assemblies to withstand design loads with deflections no greater than the following:

1. Purlins and Rafters: Vertical deflection of 1/240 of the span.
2. Girts: Horizontal deflection of 1/240 of the span.
3. Main Structural Members: Vertical deflection of 1/240 of the span.
4. Metal Roof Panels: Vertical deflection of 1/240 of the span.
5. Metal Wall Panels: Horizontal deflection of 1/240 of the span.
6. Horizontal Drift: 0.0015 x story height.
- o. Design secondary framing system to accommodate the deflection of primary building structure and construction tolerances, and to maintain clearances at openings.
- p. Provide metal panel assemblies capable of withstanding the effects of loads and stresses indicated, based on testing according to ASTM E 1592.
- q. Seismic Performance: Design and engineer metal building systems capable of withstanding the effects of earthquake motions determined according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures":
 1. Site Classification: D
 2. Mapped Spectral Response Accelerations: $S_s = 0.36g$, 0.2 second response, $S_1 = 0.183g$, 1.0 second response
 3. Spectral Response Coefficients: $SDS = 0.363g$, $SD1 = 0.272g$
 4. Seismic Design Category C -Steel Moment Frame / Braced Frame
 5. Occupancy Category I, Occupancy Importance Factor = 1.0
- 3) Roll-Up Door
 - a. The roll-up door shall be a 10'-0" wide by 10'-0" wide roll-up door manufactured by DBCI, heavy duty roll-up door 1950 HD series or an approved equal with manual drive. Any proposed equal must be equal in quality, materials, functionality.

C) SUBMITTALS:

- 1) Calculations: submit structural calculations stamped and signed by a qualified Professional Engineer (Civil or Structural) registered in the State of California. Calculations will include all appropriate code minimum lateral, and gravity demands. Capacity of the metal building systems will be determined by the appropriate code minimum standard.
- 2) Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of the following metal building system components:
 - a. Structural-framing system.
 - b. Prefinished metal roof panels.
 - c. Prefinished metal wall panels.
 - d. Flashing and trim.
 - e. Accessories.
 - f. Foundation.
- 3) Shop Drawings: For the following metal building system components. Include plans, elevations, sections, details, and attachments to other work.
 - a. Installed Products: Submit structural analysis data signed and sealed by the qualified Professional Engineer (Civil or Structural) registered in the State of California, responsible for their preparation.
 - b. Anchor-Bolt Plans: Submit anchor-bolt plans before foundation work begins. Include location, diameter, embedment and projection of anchor bolts required to attach metal building to foundation. Indicate vertical and horizontal column reactions at each location. Moment connections of structural framing system to the foundation are not allowed.
 - c. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include structural framing provisions for overhead doors and open bays. Indicate welds and bolted connections distinguishing between shop and field applications. Include transverse cross-sections.
 - d. Metal Roof and Wall Systems:
 1. Profile.
 2. Gauge of both exterior and interior sheets.
 3. Location, layout and dimensions of panels.

4. Location and type of fasteners.
5. Shape and method of attachment of all trim.
6. Locations and type of sealants.
7. Installation sequence.
8. Coordination Drawings: Provide elevation drawings and building sections which show panels in relationship to required locations for structural support. Include panel details and details showing attachment to structural support.
9. Other details as may be required for a weathertight installation.
10. Accessory Drawings: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches:
 - a. Flashing and trim. Include conditions at roll-up door, open bays, and electrical conduit penetrations.
 - e. Manufacturer Erection Instructions: Provide manufacturer's written installation instructions including proper material storage, material handling, installation sequence, panel locations, and attachment methods, details and required trim and accessories.
 - f. Foundation Drawings: Provide plan and elevation drawings of the building foundation system. Include sections which show the foundation in relationship to the required locations for building supports. Also include foundation details and details showing connections to foundation.
- 4) Wall and Roof Panel Analysis: Provide panel calculations to verify panels will withstand the design loads indicated without detrimental effects or deflection exceeding $L/240$. Include effects of thermal differential between the exterior and interior panel facings and resistance to fastener pullout.
- 5) Samples for Verification: For each the required wall and roof exposed finish prepared on 12 inch by 12 inch panels.
- 6) Letter of Design Certification: Signed and sealed by a California qualified Professional Engineer (Civil or Structural). Include the following:
 - a. Name and location of the project.
 - b. Order number.
 - c. Name of manufacturer.
 - d. Name of the contractor.
 - e. Building dimensions including width, length, height, and roof slope.
 - f. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
 - g. Governing building code and year of edition.
 - h. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads including lighting.
 - i. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
 - j. Building-Use Category: Indicate category of building use and its effect on load importance factors.
 - k. AISC Certification for Category MB: Include statement that metal building system and components were designed and produced in an AISC Certified Facility by an AISC Certified Manufacturer.
- 7) Welding Certificates.
- 8) Erector Certificate: Signed by the manufacturer certifying that erector complies with requirements.
- 9) Manufacturer Certificate: Signed by the manufacturer certifying that products comply with requirements.
- 10) Qualification Data: Demonstrate compliance with Quality Assurance requirements.
 - a. For erector and manufacturer qualifications.
 - b. For metal panel manufacturer and installer qualifications.
- 11) Material Test Reports: Signed by the manufacturer certifying that the following products comply with requirements:

- a. Structural steel including chemical and physical properties.
 - b. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - c. Tension-control, high-strength, bolt-nut-washer assemblies.
 - d. Zinc Coatings.
 - e. Nonshrink grout.
 - f. Hot-Dip zinc coating.
- 12) Maintenance Data: For metal panel finishes to include in maintenance manuals.
 - 13) Warranties: Special warranties specified in this Section.
 - 14) Meetings: Provide for up to 8 hours of coordination and review meetings with the Engineer. Meetings are to be held at the project site. Additionally, attendance of the metal building pre-erection conference is mandatory for the metal building manufacturer.
 - 15) Roll-Up Door catalogue cut including the manufacturer's name, door dimensions and appurtenances, and installation requirements.

D) STANDARDS AND CODES

- 1) The publications referred to hereinafter form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern. In case of conflict between the requirements of this section and the listed standards, the requirements of this section shall prevail.
 - a. Metal Building Manufacturer's Association "Metal Building Systems Manual."
 - b. American Iron and Steel Institute's "Specification for the Design of Light-Gauge Cold Formed Steel Structural Members."
 - c. American Welding Society "Structural Welding Code" - AWS D1.1.
 - d. American Institute of Steel Construction "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" and "Code of Standard Practice for Steel Buildings and Bridges."
 - e. California Building Code (CBC).

E) WORKMANSHIP:

- 1) Quality Assurance
 - a. Like items of metal building materials specified herein shall be the end products of a single manufacturer.
 - b. Manufacturer's Qualifications
 - 1. The manufacturer of the pre-engineered metal building shall be a current member of the Metal Building Manufacturer's Association (MBMA) or an ICBO approved fabricator. Written approval from the City of Sonora is required for metal building manufacturers that do not meet these qualifications.
 - c. Erector's Qualifications
 - 1. The erector of the work specified in this Division must be approved in writing by the pre-engineered metal building manufacturer.
- 2) Site Inspection
 - a. Prior to performing any work of this Division, verify that all work of other trades, as applicable, is complete to the point where the installation may begin.
- 3) Fabrication
 - a. The building shall be factory fabricated to the manufacturer's standards, per the approved shop drawings and in accordance with the requirements of the referenced Standards and Codes, including the CBC.
 - b. All material shall be completely fabricated and prepared for shipment, including any necessary crating or bundling. All parts of the building are to be accurately made and true to dimension so that all parts will easily fit together during building construction.
- 4) Construction
 - a. Erection of the building shall be in accordance with the manufacturer's standards, with workmanship of the highest quality. No field cutting of structural parts shall be permitted.

- b. Field cutting and patching of panels or accessories will be permitted only with the written permission of the City of Sonora and the building manufacturer, and only if required to make installation of the panels or accessories feasible. If such field modifications are required, they shall be performed in such a manner so that neither appearance, weather tightness, nor structural integrity of the material is affected.
- c. Surface finishes which are damaged prior to or during erection, and material and workmanship on any component not conforming to these Special Provisions, shall be replaced or restored to original condition, at no additional cost to the City of Sonora.
- d. Minor scratches, dents, and holes shall be repaired to like new condition. It is the sole and absolute judgement of the Engineer and City of Sonora as to what is considered minor.
- e. The building erector shall remove any temporary structure he/she used during construction, all debris and rubbish resulting from the erection work, all unused materials, and all residue from the erection process from the building and building site.

F) WARRANTY

- 1) The building manufacturer shall warrant materials and workmanship for a period of three years from the date of completion, including panel finish.

G) MESAUREMENT AND PAYMENT:

- 1) The lump sum paid for Furnish and Install Prefabricated Metal Building includes the costs for all materials, labor, tools, equipment, and incidentals needed to design, fabricate furnish, and erect the prefabricated building, complete and in place, as shown on the plans and no additional compensation will be allowed, therefore.
 - 2) The costs to construct the building concrete foundations and bumpers (as shown on the plans) is included in the lump sum price paid for Furnish and Install Prefabricated Metal Building and no additional compensation will be allowed, therefore.
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DIVISION 6 – WATERLINE INSTALLATION

- A) SCOPE: Waterline Installation work includes the following:
 - 1) The installation of a new water service pipeline from an existing water vault to the new prefabricated building as shown on the plans.
- B) MATERIALS:
 - 1) The pipe, valve, and miscellaneous appurtenances related to the waterline shall be as specified in the plans.
 - 2) The pipe trench bedding and backfill and asphalt concrete patching shall be as specified in the plans.
 - 3) Asphalt shall comply with the requirements specified in Section 39-2.07 “Minor Hot Mix Asphalt” of the Caltrans Standard Specifications.
- C) SUBMITTALS:
 - 1) Concrete mix design.
 - 2) Certificates of Conformance and manufacturer’s brochures for the on all concrete additives and admixtures proposed for use in the proposed concrete mix design.
 - 3) Certificate of Conformance for concrete reinforcement.
- D) WORKMANSHIP:
 - 1) Trenching and backfilling work for the waterline shall conform to the requirements specified in 87-1.03E “Excavating and Backfilling for Electrical Systems.”
 - 2) All other site work related to the waterline shall conform to the requirements specified in Section 19 “Earthwork” of the Caltrans Standard Specifications.
 - 3) The asphalt patching work shall conform to the requirements specified on Section 39-2.01C of the Caltrans Standard Specifications.
 - 4) The completed pavement patch for the waterline shall terminate along neat lines between the new pavement patch and the existing asphalt that is to remain in place.
- E) MESAUREMENT AND PAYMENT:
 - 1) The lump sum paid for Waterline Installation includes the costs for all materials, labor, tools, equipment, and incidentals needed to construct the waterline, complete and in place, as shown on the plans and no additional compensation will be allowed, therefore.

DIVISION 7 – ELECTRICAL INSTALLATION

- A) SCOPE: Electrical Installation work includes the following:
 - 1) The installation of a new electrical service from an existing electrical panel to the new prefabricated building as shown on the plans.
- B) MATERIALS AND WORKMANSHIP:
 - 1) The electrical conduit, wire, lights, switches, receptacles, and miscellaneous appurtenances related to the electrical work shall be as specified in the plans.
 - 2) The pipe trench bedding and backfill and asphalt concrete patching shall be as specified in the plans.
 - 3) Asphalt shall comply with the requirements specified in Section 39-2.07 “Minor Hot Mix Asphalt” of the Caltrans Standard Specifications.
- C) WORKMANSHIP:
 - 1) Trenching and backfilling work for the waterline shall conform to the requirements specified in 87-1.03E “Excavating and Backfilling for Electrical Systems.”
 - 2) All other site work related to the waterline shall conform to the requirements specified in Section 19 “Earthwork” of the Caltrans Standard Specifications.
 - 3) The asphalt patching work shall conform to the requirements specified on Section 39-2.01C of the Caltrans Standard Specifications.
 - 4) The completed pavement patch for the waterline shall terminate along neat lines between the new pavement patch and the existing asphalt that is to remain in place.

D) MEASUREMENT AND PAYMENT:

The lump sum paid for Electrical Installation includes the costs for all materials, labor, tools, equipment, and incidentals needed to construct the new electrical system, complete and in place, as shown on the plans, and no additional compensation will be allowed, therefore.

EXHIBIT B: NOTICE TO BIDDERS

SECTION I

NOTICE TO BIDDERS

Sealed bids for the work shown on the plans entitled:

CITY OF SONORA PUBLIC WORKS MAINTENANCE YARD STRUCTURE

AT 111 W SCHOOL ST, SONORA, CA 95370

Bids will be received at the public works information counter, 94 Washington Street, Sonora, California, 95370, until **2:00 PM on APRIL 14, 2025** at which time they will be publicly opened and read at said address. The City of Sonora reserves the right to reject any or all bids and to waive any irregularities in bids.

Bid forms for this work are included in the project specifications.

General Work Description:

Work includes the fabrication, delivery, and installation of a new Public Works maintenance yard structure, providing the related site civil construction work and underground utility work and hookups (water and electrical) as shown on the plans.

The selected contractor will be required to obtain a building permit with the City Community Development Department. The permit fee will be waived.

Project Location: 111 W School St, Sonora CA, 95370

Project Number: 25-2

The estimated cost of this project is \$200,000

Complete the work within 40 Working Days.

The DBE Contract goal is 0 percent.

For the Federal training program, the number of trainees or apprentices is 0.

Bids are required for the entire work described herein.

A mandatory pre-bid site tour will be held on April 3rd, 2025, at 8:00 am at 111 W School St, Sonora CA, 95370.

The Contractor must possess a valid California Class A contractor's license, or a combination of the following classes: C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, D-42 Sign Installation Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in this contract at the time of the bid award. All licenses must remain in effect throughout the term of this contract.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions submitted after bid opening will not be treated as a bid protest.

The plans and specifications can be downloaded for free from the City of Sonora's web site at: <https://sonoraca.com> under "Public Notices."

Caltrans Standard Specifications and Standard Plans are available on the web site: <https://dot.ca.gov/programs/design/october-2024-ccs-standard-plans-and-standard-specifications>

You are responsible to obtain all issued addenda prior to bid opening.

All questions concerning this project must be provided in writing and must be received by the City, in the manner described below, on or before the bid opening date. The City makes no assurances that questions received within five (5) days of the bid opening date will be answered prior to bid opening. Written questions must be emailed to

Email: To the attention of Mike Pugh at mpugh@dewberry.com

The City reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the City Engineer or Designee finds, after providing notice and a hearing to the bidder, that the bidder lacks the

1. knowledge
2. experience,
3. or is otherwise not responsible to complete the project in the best interest of the City

Rejected bidders may appeal this determination. Appeal must comply with the requirements in this Notice to Bidders.

It is the City's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the City of Sonora via e-mail to: City of Sonora, Attention of Mike Pugh at mpugh@dewberry.com

or in writing to:

City of Sonora
Attention Mike Pugh
94 Washington Street, Sonora California, 95370

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance to the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The City Engineer or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of ruling within ten days of determination.

In the event that protester is not satisfied with ruling, the protester may appeal the ruling to the City Council.

Pursuant to the Public Records Act (Government Code, § 6250, et seq.), the City will make public records available upon request.

The successful bidder must furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the city and county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the bid documents. Copies of these bid documents may be examined at the offices described above where project plans, specifications, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to plan holders. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the bid documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors must pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors must pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

EXHIBIT C: BID SCHEDULE

BID SCHEDULE

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	SITE DEMOLITION, SITE GRADING AND PAVING, CONCRETE SLAB, FURNISH AND INSTALL PRE-FAB METAL BUILDING	LS	1	\$210,000	\$210,000
TOTAL BID:					\$210,000

EXHIBIT D: BID GUARANTEE

CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS

BID GUARANTEE

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to the City of Sonora; or (c) a Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to the City of Sonora as bid security. All Bid Bonds must be made in a form substantially in conformance with the form provided below. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a Contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and the City may enter into a Contract with the next lowest responsive responsible bidder or may call for new bids. No interest shall be paid on funds deposited with the City. All bid guarantees will be held until the Contract has been finally executed, after which all bid guarantees, other than any bid guarantees which have been forfeited, will be returned to the respective bidders whose bids they accompanied, but in no event shall non-forfeited bid guarantees be held by the City beyond 60 days from the date that City awards the Contract.

EXHIBIT E: LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted
No Subcontractors				

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL
ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS
WHICH ARE A PART OF THIS PROPOSAL)*

EXHIBIT F: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Jex Baldwin Construction, proposed subcontractor N/A, hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EXHIBIT G: PUBLIC CONTRACT CODE 10285.1 STATEMENT

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

EXHIBIT H: PUBLIC CONTRACT CODE 10232 STATEMENT

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT I: NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT J: DEBARMENT AND SUSPENSION CERTIFICATION

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

EXHIBIT K: BIDDERS BOND

EXHIBIT L: PERFORMANCE BOND

EXHIBIT M: PAYMENT BOND

ATTACHMENT A: STATE AND FEDERAL PREVAILING WAGE RATES

California Department of Transportation

OFFICE OF THE DISTRICT 10 DIRECTOR
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7943 | FAX (209) 948-7179 TTY 711
www.dot.ca.gov



August 1, 2025

Tuolumne County Transportation Council (TCTC)

Board Members

975 Morning Star Drive, Suite A

Sonora, CA 95370

Dear TCTC Board Members:

I appreciate the opportunity to provide this update on some of the many activities underway on state highways in Tuolumne County. I hope to build a collaborative partnership through our regular Executive Partnership Steering Committee (ESC) meetings with a focus on results in and for the Tuolumne County communities.

Maintenance Updates

Highway Maintenance (HM) projects are delivered to help extend the life of existing infrastructure including pavement, bridges, and culverts. These projects include preventative and corrective maintenance strategies that exceed the scope of what Field Maintenance crews typically manage. HM projects do not upgrade or replace facilities.

- SR 152, 108, 132; Maintenance Electrical (EA 10-1S390: MER, TUO, SJ-Var-Var)**
 This maintenance electrical project (\$443,000) is in Merced, Tuolumne, and San Joaquin Counties at various locations. This project proposes to repair existing electrical components. The project achieved Ready to List (RTL) in January 2025 and was awarded in March 2025. Construction is scheduled to begin in August 2025 and be completed by the end of December 2025.
- SR 49, 108; Maintenance Safety (EA 10-1T450: Ama/Cal/Tuo/Mer/Mpa/Sta-Var-Var)**
 This proposed Fiscal Year (FY) 2025/26 maintenance safety project (\$350,000) is on State Route (SR) 49 and 108 in Tuolumne County and at various locations in other counties. This project proposes to improve bicyclist safety by installing bike warning signs and place combined Bicycle/Pedestrian signs with solar powered LED-bordered Wrong Way Driver Prevention signage/countermeasures. The project is scheduled to achieve RTL by the end of August 2025 and is scheduled to award in March 2026.

Tuolumne County Transportation Council (TCTC)
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- **SR 120; Vista Point Railing (EA 10-1S550: Tuo-120–Post Mile [PM] R19.4, R21.6)**
 This FY 2024/25 maintenance roadside project (\$293,000) is near Chinese Camp and Moccasin Vista Points. This project proposes to replace the decorative railing. This project achieved RTL in August 2024 and was awarded in December 2024. Construction began May 2025 and is scheduled to be completed by the end of October 2025.
- **SR 108; Long Barn Maintenance Station Fence (EA 10-1Q810: Tuo-108-PM R17.7)**
 This FY 2024/25 maintenance facility project (\$426,000) is at the Long Barn Maintenance Station. This project proposes to install security fencing. This project achieved RTL in October 2024 and was awarded in January 2025. Construction began in June 2025 and is scheduled to be completed by the end of October 2025.
- **SR 49; Sonora Maintenance Station Fence (EA 10-1Q860: Tuo-49–PM R12.0)**
 This FY 2024/25 maintenance facility project (\$378,000) is at the Sonora Maintenance Station. This project proposes to install security fencing. This project achieved RTL in January 2025 and was awarded in March 2025. Construction began in June 2025 and is scheduled to be completed by the end of October 2025.
- **SR 49, 108; Maintenance Drainage (EA 10-1S600: Tuo-49, 108/Various Locations]**
 This FY 2024/45 maintenance drainage project (\$491,000) is on SR 49 and SR 108 at various locations. This project proposes to repair four (4) drainage systems. This project achieved RTL in February 2025 and was awarded in April 2025. Construction began in June 2025 and is scheduled to be completed by the end of November 2025.
- **SR 152, 108 & 132; Maintenance Electrical (EA 10-1S410: Mer-165, Tuo-108, SJ-132-Various Locations)**
 This proposed FY 2025/26 maintenance electrical project (\$388,000) is at the following locations: (1) Mer 152, PM 15.12; (2) Tou 108 (PM R4.68); and (3) Mer 99 (PM R9.4). This project proposes to repair existing electrical components, changeable message sign (CMS), and loops. The project achieved RTL in January 2025 and was awarded in April 2025. Construction began in June 2025 and is scheduled to be completed by the end of December 2025.
- **SR 5 / TUO 108 Maintenance Electrical (EA 10-1S380: Mer-165-PM 20.07 & Tou-108-PM 0.49)**
 This FY 2024/25 maintenance electrical project (\$425,000) is in Merced County on SR 5 at 1.3 miles south of Henry Miller overcrossing and in Tuolumne County on SR 108 at 0.2 mile west of Crooked Lane overcrossing. This project proposes to repair existing electrical components. The project achieved RTL in January 2025 and was awarded in March 2025. Construction began in June 2025 and is scheduled to be completed by the end of December 2025.

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- **SR 152, 108, 132; Maintenance Electrical (EA 10-1S410: Mer-165, Tuo-108, SJ-132/ Various Locations)**

This proposed FY 2025/26 maintenance electrical project (\$388,000) is at the following locations: Mer 99 (PM R9.4), Mer 152 (PM 15.12), and Tou 108 (PM R4.68). This project proposes to repair existing electrical components, CMS, and loops. The project achieved RTL in January 2025 and was awarded in April 2025. Construction began in June 2025 and is scheduled to be completed by the end of December 2025.

- **SR 108; Maintenance Overlay (EA 10-1U050: Tuo-108-PM 13.40/R18.90)**

This proposed FY 2025/26 maintenance pavement project (\$4.3 million) is in Tuolumne County, near Sierra Village from Davis Flat Road to 0.1 mile west of Long Barn Road. The project proposes to do a Cold-In-Place Recycling treatment with a 0.1' hot mix asphalt overlay. The project is scheduled to RTL in November 2025 and award in March 2026. Construction is scheduled for May 2026.

- **SR 108; Maintenance Drainage (EA 10-1T750: Tuo-108-PM 66.39)**

This proposed FY 2025/26 maintenance drainage project (\$486,000) is on Tuolumne 108 about 10 miles east of Dardanelle at various locations. This project proposes to repair four (4) culverts. The project is scheduled to RTL in December 2025 and award in March 2026. Construction is scheduled for May 2026.

- **SR 49, 152, 108, 120, 132, 219; Pedestrian Safety Project (EA 10-1T460: Tuo-108-PM Var)**

This proposed FY 2025/26 maintenance pedestrian safety project (\$630,000) is on SR 49 and 108 (and in Stanislaus and Merced Counties) and at various locations. The project proposes to change crosswalks to ladder style striping for better visibility. The project is scheduled to RTL in December 2025 and award in March 2026. Construction is scheduled for May 2026.

- **SR 49 High Friction Surface Treatment (EA 10-1T480: Tuo-49-PM Var)**

This proposed FY 2025/26 maintenance safety project (\$2 million) is on SR 49 at various locations. The project proposes to install High Friction Surface Treatment at specified locations to increase the roadway traction. The project is scheduled to RTL in September 2025 and award in January 2026. Construction is scheduled for May 2026.

Field Maintenance has commenced summer maintenance activities. Maintenance crews will be sweeping, cleaning drainage, filling potholes, repairing signs, delineation and vegetation control.

District 10 continues to work on filling any vacancies to ensure we can support maintenance activities on state highways.

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Our District 10 Division of Equipment continues to support our crews by repairing equipment and light duty fleet to ensure we can support the local communities during the summer months. Maintenance crews will also be prepping equipment and supplies to be ready for emergency events or if called to assist with traffic control for fires.

Traffic Operations Updates

- **SR 49, PM 16.072 Mill Villa Rd**

A Safety Investigation was initiated by a Customer Service Request (CSR) to install a stop sign on the mainline or a traffic signal at the intersection. This investigation is underway and is anticipated to be completed by the end of August 2025.

- **SR 49, PM 18.020 Theall St**

A Safety Investigation was initiated by a CSR to install a crosswalk sign prior to an existing crosswalk, which is located on the curve. This investigation is complete. It is recommended to install PEDESTRIAN (W11-2) sign with AHEAD (W16-7p) plaque facing northbound traffic on the eastern sidewalk at the crosswalk. Sign installation is anticipated to be completed by the end of October 2025.

- **SR 120, PM 7.4/8.4 East of Green Springs Rd**

A safety investigation was requested by the California Highway Patrol (CHP) Sonora. CHP states drivers are losing control of their vehicles due to the wet or icy pavement surface after the rain and request to install High Friction Surface Treatment to alleviate the issue. The investigation was completed in November 2024. It is recommended to install a Curve (W1-2) sign at PM 7.5 and install Ice (W8-5aP) When Wet (W8-5P) signs at PM 7.53 and PM 7.78. It is also recommended to install Type E delineators outside of the shoulders for both directions from PM 7.57 to PM 7.80. Signs have been installed. The installation of the delineators is anticipated to be completed by the end of October 2025.

- **SR 120, PM 8.19 La Grange Rd**

A safety investigation was requested by a member of the public regarding installing a signal at SR 108 and La Grange Rd intersection. The investigation was completed in May 2025. The intersection did not meet signal warrants. No action is recommended at this time.

Project Program Updates

- **Chinese Creek Bridge Replacement (EA 10-1Q350: TUO-120, PM 14.73)**

This project proposes to replace the Chinese Creek Bridge on SR 120 located west of Chinese Camp. The existing structure was built in 1914 and widened in 1969. The proposed structure will include standard shoulders that will accommodate the

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movement of pedestrians and bicycles. The project completed the Project Initiation Document (PID) phase in June 2024 and is proposed for the 2026 State Highway Operation and Protection Program (SHOPP) with a delivery expected in FY 2029/30.

- **Tuolumne 49 Pavement Anchor (EA 10-1P640: TUO-49, 108, PM 20.4, R0.6/R1.6)**
 This Clean California project proposes to beautify the Sonoma County Corridor by constructing a gateway monument at SR 49 and Parrots Ferry Road intersection. The project also proposes four (4) Silhouette Themes for structure enhancements on SR 108 at three (3) locations from the Crooked Lane to the Old Wards Ferry Road overcrossing. The project achieved Construction Contract Acceptance on May 15, 2025, and is currently in the closeout stage.
- **Tuolumne 49 Pavement Anchor (EA 10-1P090: TUO-49, 108, PM 12.8/18.8, R2.2)**
 This project proposes to rehabilitate existing pavement, construct transit stops, Class II bike lanes, sidewalks, and Americans with Disabilities Act compliant curb ramps. This project also proposes to replace Woods Creek Bridge on SR 49 at PM 13.5. The project was programed in the 2024 SHOPP and is currently in the Project Approval and Environmental Document (PA&ED) phase, which is scheduled to be completed in June 2026.
- **East Sonora 108 CAPM (EA 10-1M440: TUO-108-R4.2/13.4)**
 This pavement rehabilitation project proposes to rehabilitate the existing pavement on SR 108 from Peaceful Oak Rd (PM R4.2) to Confidence Rd (PM 13.4). The project also proposes the following: Class II Bike Lanes from Via Este Rd (PM 5.87) to Allison Way (PM 6.8), replacement of 14 culverts, replacement of 32 roadside signs, modification of existing traffic signals, and installation of one (1) new traffic census system, CMS, closed circuit television camera. The project was programed in the 2024 SHOPP and currently is in the PA&ED phase, which is scheduled to be completed in November 2026.
- **Jamestown Widening Project (EA 10-1L200: TUO-49-14.17/ 15.17)**
 The Jamestown Community project proposes to widen SR 49 from three (3) lanes to five (5) lanes in Tuolumne County from 0.2 miles south of Main Street to 0.2 miles north of Fifth Avenue. This 2024 State Transportation Improvement Program - Regional Transportation Improvement project is programmed through Project Approval and Environmental Document for \$2,730,000. The total project cost is estimated at \$20,225,000. The project is in the PA&ED phase, which is scheduled to be completed in July 2026. Caltrans is working with the Tuolumne County Transportation Council to complete a co-operative agreement for Caltrans to complete PA&ED.

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- **Gold Rush Multi-Use Trail Phase 1 (EA 10-1S350, TUO-49-17.10/17.95)**

The Gold Rush Multi-Use Path Phase 1 which is a part of the larger 14-mile path connecting, proposes to construct; 7,950 feet of new paved multi-use path, 2 ped activated rapid flashing beacons at a major crossing for bike and pedestrian safety, landscape buffer for the path along SR 49, and associated improvements from Columbia to Jamestown. The project is sponsored by City of Sonora and programmed with Active Transportation Program, and Congestion Mitigation and Air Quality (CMAQ) funds, with a total project cost of \$6.42 million. The project is currently in the Environmental phase which is implemented by City of Sonora and is scheduled to be completed in June 2026.

We appreciate your leadership in transportation for Tuolumne County and the continuing strong partnership with Caltrans. If there are any questions, or if you need additional information, please contact Caleb Brock, Acting Deputy District Director, Planning, Local Assistance, and Environmental Support at (559) 981-7283 or by email at caleb.brock@dot.ca.gov.



Sincerely,
 Grace Magsayo
 District Director

c: Tamera Blankenship, Executive Director, TCTC
 Blossom Scott-Heim, Director, Tuolumne County Public Works
 Melissa Eads, City Administrator, City of Sonora