



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, October 07, 2024
5:00 PM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on October 7, 2024, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

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

Public Access Audio and Video Live Streaming

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

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the 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 Suzanne Cruz
Council Members Bess Levine, Andy Merrill, Stephen Opie
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 - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.

- 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.

- 12. PRESENTATIONS**

A. Receive an Update from Tuolumne County District 1 Supervisor David Goldemberg; Melissa Eads, City Administrator. (10 minutes)

B. Consider Acceptance of a Donation of a Canine Training Suit and Related Equipment Valued at \$1,707 from Friends of Sonora Police Department; Turu VanderWiel, Police Chief. (10 minutes)

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C. Receive a Presentation from the Central Sierra Economic Development District (CSEDD) Regarding the California Advanced Services Fund – Broadband (CASF); Alex Bloom, Economic Development Manager, Central Sierra Economic Development District. (20 minutes)

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 Approval of the City Council Meeting Minutes from April 3, 2023, July 15, 2024, and August 5, 2024; Stacy Enos-Del Razo, Deputy City Clerk.

B. Consider Recording Two (2) Substitution of Trustee and Full Reconveyance Documents for APN 001-094-009; Tyler Summersett, Community Development Director.

14. NEW BUSINESS

A. Consider Approval of Resolution Number 10-07-2024-A, Authorizing the 41st Annual Historic Downtown Sonora Christmas Parade on Friday, November 29th, 2024, and Authorizing the Closure of State Route 49 (Washington Street and Stockton Road), Along with Certain Other City Streets and Designating “No Parking” Locations; Tyler Summersett; Community Development Director.

B. Consider Amending an Existing Lease with the Owner of the Property Located at 10 Calaveras Street to Include Expanded Parking Alternatives Utilizing City Right of Way; Tyler Summersett, Community Development Director.

C. Consider Approval of Resolution 10-07-2024-B Authorizing a Construction Contract in the Amount of \$443,362.75 Between the City of Sonora and the Sierra Northern Railroad Contractor, G. Hedgecock, Inc. for the Reconstruction of Hospital Road and Consider Approval of Task Order #25-2 in the Amount of \$196,000 Between the City of Sonora and Dewberry Engineers Inc. (Dewberry) for Design, Construction Engineering, Construction Management, and Materials Testing for the Reconstruction of Hospital Road; Mike Pugh, City Engineer, Melissa Eads, City Administrator.

D. Consider Approval of Dewberry Engineers Inc. (Dewberry) Task Order #25-3 in the Amount of \$10,802 to Perform Pre-Work To Apply For Federal Building Resilient Infrastructure & Communities (BRIC) Funding or State Hazard Mitigation Grant Program (HMGP) Funding; Mike Pugh, City Engineer, Melissa Eads, City Administrator

15. COUNCIL MEMBER REPORTS

16. ADJOURNMENT

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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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Supervisor David Goldemberg County Update

RECOMMENDATION:

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

DISCUSSION / ANALYSIS:

District 1 Supervisor David Goldemberg will Present an Update on County-Wide Issues to the City Council at the First meeting of Each month.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

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



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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Police Chief

SUBJECT: Consider Acceptance of a Donation of a Canine Training Suit and Related Equipment from the Friends of the Sonora Police Department

RECOMMENDATION:

Consider Acceptance a Donation of a Canine Training Suit and Related Equipment Valued at \$1,707 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.

Friends of Sonora Police Department has graciously donated a canine training bite suit, bite sleeve, safety sleeve and training collar for enhanced canine training and agitator safety.

FISCAL IMPACT:

There is No Fiscal Impact to the General Fund.

ATTACHMENTS:

- Donation Order/Shipment Confirmation with Costs
- Qualified Charitable Donation Letter

CORE COUNCIL PRIORITIES:

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



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: October 7, 2024

Name of Donor: Friends of Sonora Police Department

Address: PO Box 4430, Sonora, CA 95370

Description of Donation: K9 Training Bite Suit, Bite Sleeve, Safety Sleeve and Training Collar

Donor Estimated Value: \$1,707.46

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

Intended Use: Canine Training

Conditions of Acceptance: Exclusively for SPD Canine Program

Accepted By (City): _____



RAY ALLEN MANUFACTURING
975 FORD STREET
COLORADO SPRINGS, CO, 80915
800.444.0404
sales@rayallen.com
www.rayallen.com

Shipment Confirmation

Item B.

Shipment No:

Order No:

Order Date:

Customer ID:

Currency:

RW248852

8/8/2024

RA266189

USD

BILL TO:

RON WATSON
247 HOSPITAL RD
SONORA CA 95370
UNITED STATES
Attn: RON WATSON

SHIP TO:

RON WATSON
247 HOSPITAL RD
SONORA CA 95370
UNITED STATES
Attn: RON WATSON

CUSTOMER PO

Signifyd: Guarantee Approved

TERMS

PREPAID

CONTACT

FOB Point

SHIPPING TERMS

FLAT RATE

SHIP VIA

STANDARD GROUND

NO.	ITEM	QTY	SHIPPED	B/O	BIN	UNIT PRICE	EXT PRICE
1	AK10-L: AMERI-K9 LITE TRAINING SUIT LARGE	1		1		\$1,162.49	\$0.00
2	AK33C: AMERI-K9 ADV SLEEVE COMPLETE AMB	1	1		15F5	\$214.99	\$214.99
3	82RG: NEOPRENE GAUNTLET	2	2		04F5	\$49.99	\$99.98
4	DC1900SP-HF: 1900S HANDSFREE PLUS W/B&L	1	1		04C4	\$279.99	\$279.99

STAFF NOTES:

SIGNIFYD: GUARANTEE APPROVED

Thank you so much for your order!

Please report any damages or discrepancies within 48 hours of receipt. For returns please use return section to the right, call our customer service department, or for more information view our policy online at www.rayallen.com/returns

If you would like to return any item(s) on this shipment, please provide the following information and return this slip with the item(s) to the address above:

Exchange for _____

or

Refund _____ (Y/N) Reason: _____

T-594.96

SH-6.99



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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Alex Bloom, Economic Development Manager, Mother Lode Job Training and Central Sierra Economic Development District

SUBJECT: Receive a Presentation from the Central Sierra Economic Development District (CSEDD) Regarding the California Advanced Services Fund – Broadband (CASF)

RECOMMENDATION:

Receive a Presentation from the Central Sierra Economic Development District (CSEDD) Regarding the California Advanced Services Fund – Broadband (CASF).

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

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

CALIFORNIA ADVANCED SERVICES FUND - BROADBAND

WORKING TO INCREASE EQUITY AND ACCESSIBILITY TO RELIABLE, HIGH-SPEED INTERNET

SONORA CITY COUNCIL – OCTOBER 2024

Background

- CSEDD's Stewardship
- CASF via the CPUC
- CSBUZ – What is it?
- Regional Stakeholders
- CA Equity Goals
- Our Consultants
- Timeline and Funding



First Steps

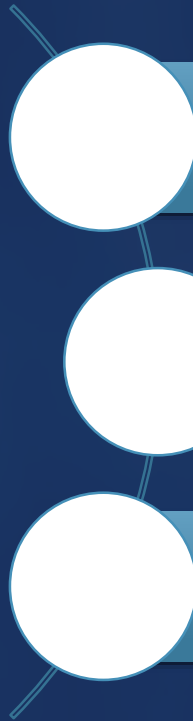
- ISP Assistance / Support
 - Advocacy for Equity
- Subject Matter Expert Panel
 - Convene Regional Experts
- Public Outreach / Marketing
 - Engage CSUF Team
- Speed Testing
 - Develop Framework
 - FCC Tier 4 Fabric License



Item C.



KEY OBJECTIVES



Assist Service Providers

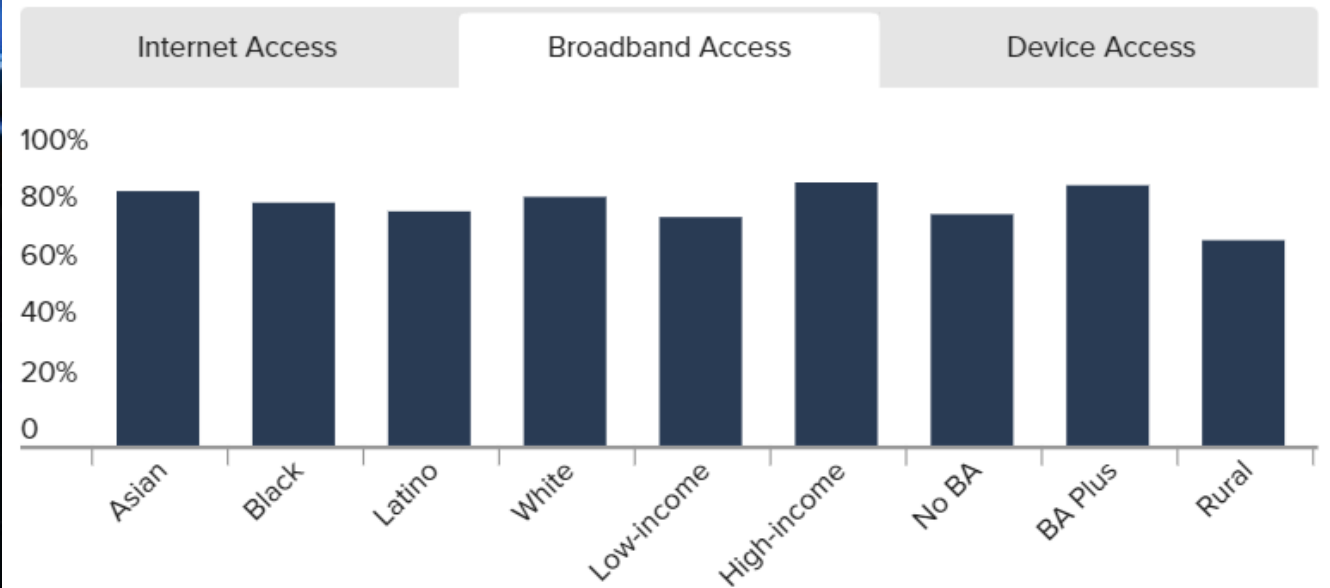
Speed Testing

Community Outreach

STATISTICS – INCREASING EQUITY



Digital equity gaps persist



STATISTICS – INCREASING EQUITY (CONTD)

California Internet Facts in 2024



California's Internet Ranking

California currently **rank 19th** among states in BroadbandNow's annual rankings of internet coverage, speed and availability.



Access to Wired or Fixed Wireless Broadband: **96.1%**

This means that roughly zero in ten California residents are not able to purchase an internet plan of at least **25Mbps download** and **3Mbps upload**.

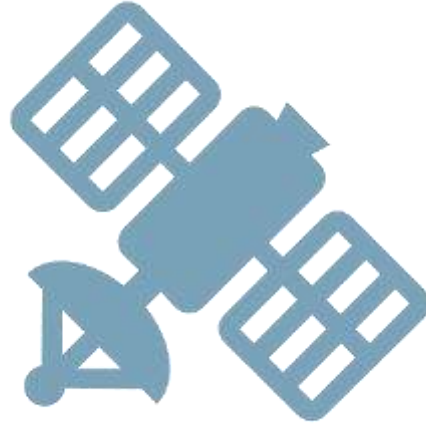


Access to Wired Low-Priced Broadband Plan**: **37.5%**

This means that nearly six in ten residents are not able to purchase broadband at a price of **\$60/month or less** (excluding promotions and government programs).



Collaboration



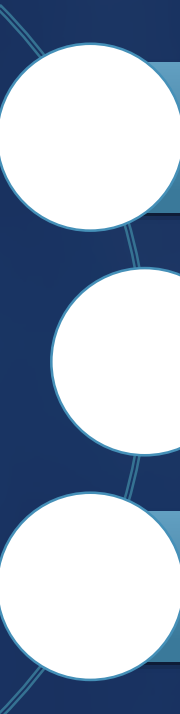
Open Access



United Front

OUR APPROACH TO IMPLEMENTATION

OUTCOMES



Digital Equity – 98% of CA Residents

Support Grant Applications

Community Awareness / Outreach



THANK YOU!

ALEX BLOOM

ECONOMIC DEVELOPMENT
MANAGER

MOTHER LODGE JOB TRAINING

CENTRAL SIERRA ECONOMIC
DEVELOPMENT DISTRICT

ABLOOM@MLJT.ORG



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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Stacy Enos-Del Razo, Deputy City Clerk

SUBJECT: Meeting Minutes from April 3, 2023, July 15, 2024, and August 5, 2024.

RECOMMENDATION:

Approve City Council Meeting Minutes from April 3, 2023, July 15, 2024, and August 5, 2024.

BACKGROUND:

Staff Recommends that the City Council Approve Meeting Minutes from April 3, 2023, July 15, 2024, and August 5, 2024.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

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



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 Minutes
Monday, April 03, 2023
5:00 PM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, April 3, 2023, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

THIS MEETING IS PHYSICALLY OPEN TO THE PUBLIC AND MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT:

Zoom Meeting Link:

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

Dial: (669) 444-9171

Meeting ID: 811 9339 7821

Passcode: 906625

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

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

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

**Mayor Mark Plummer
Mayor Pro-Tempore Ann Segerstrom
Council Members Suzanne Cruz, Matt Hawkins, Andy Merrill
City Administrator Melissa Eads
City Attorney Douglas White**

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CLOSED SESSION - 4:00 PM

CALL TO ORDER

Called to order at 4:00 PM.

ROLL CALL

PRESENT

Mayor Mark Plummer

Mayor Pro-Tem Ann Segerstrom

Councilmember Matt Hawkins

Councilmember Andy Merrill

ABSENT

Councilmember Suzanne Cruz

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

Adjourned at 4:01 PM.

1. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
2. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
3. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case; Doug White, City Attorney, Melissa Eads, City Administrator.
4. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9 (d)(1)); Name of Case: *Jaycee Alameda v. City of Sonora, et al.*, Tuolumne Superior Court Case No. CV 63114; Doug White, City Attorney.

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RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:00 PM.

REPORT OUT OF CLOSED SESSION

Mayor Mark Plummer stated direction was given to staff.

PLEDGE OF ALLEGIANCE

Councilmember Matt Hawkins led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Mark Plummer

Mayor Pro-Tem Ann Segerstrom

Councilmember Matt Hawkins

Councilmember Andy Merrill

ABSENT

Councilmember Suzanne Cruz

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Thursday, March 30, 2024, at 2:45 PM.

APPROVAL OF THE AGENDA

Motion made by Mayor Pro-Tem Ann Segerstrom, Seconded by Councilmember Andy Merrill. Voting Yea: Mayor Mark Plummer, Mayor Pro-Tem Ann Segerstrom, Councilmember Matt Hawkins, Councilmember Andy Merrill

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PUBLIC COMMENT (NON-AGENDA ITEMS)

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A member of the public addressed the Council.

Katie Dunn President Sonora Chamber of Commerce shared with those in attendance the Chambers new edition of their Winter and Spring magazine.

Margott Weltin Vice President Sonora Chamber of Commerce informed those in attendance the Winter and Spring magazine will be distributed throughout Northern California; and Second Saturday is this weekend.

Katie Kirkland Sales and Marketing Director Visit Tuolumne County informed with those in attendance about the kickoff to Art Week and all the events.

PRESENTATIONS

5. Introduction of Public Works Assistant Michael Rainbolt; Rachelle Kellogg, Community Development Director.
6. Introduction and Swearing in of Police Sergeant Eric Nygard; Turu VanderWiel, Police Chief.
7. Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

Tuolumne County District 1 Supervisor David Goldemberg updated those in attendance on the Greenly Road Project, Fire Safe Advisory Committee, and Commission on Homelessness; very interested in having a conversation about the Dome; and met with the Chamber of Commerce Governmental Affairs Committee.

Tuolumne County District 1 Supervisor David Goldemberg and the Council discussed the new housing option for the homeless in Soulsbyville.

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.

8. Consider approval of disbursements in the amount of \$195,734.29 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.

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9. Consider authorization to submit the 2023 Rural Fire Capacity Grant (Formally known as the VFA-Volunteer Firefighter Assistance Grant), authorize the City Administrator and/or Fire Chief to execute all documents relating to the grant applications, and direct the Fire Chief to return to the City Council with the application results and to accept the awards; Aimee New, Fire Chief.

Councilmember Andy Merrill asked for clarification on funding.

Fire Chief Aimee New explained the funding and grant.

No public comment.

Motion made by Councilmember Matt Hawkins, Seconded by Councilmember Andy Merrill. Voting Yea: Mayor Mark Plummer, Mayor Pro-Tem Ann Segerstrom, Councilmember Matt Hawkins, Councilmember Andy Merrill

NEW BUSINESS

10. Consider acceptance and approval of the City's Audited Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2022; Chris Gorsky, Administrative Services Director.

Councilmember Andy Merrill and Mayor Pro-Tem Ann Segerstrom had questions on government activities and risk management.

Administrative Services Director Chris Gorsky gave an explanation.

Councilmember Matt Hawkins made additional comments.

Mayor Pro-Tem Ann Segerstrom thanked Staff for the great work.

No public comment.

Motion made by Councilmember Matt Hawkins, Seconded by Councilmember Andy Merrill. Voting Yea: Mayor Mark Plummer, Mayor Pro-Tem Ann Segerstrom, Councilmember Matt Hawkins, Councilmember Andy Merrill

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

Fire Chief Aimee New presented to those in attendance the Green Waste Disposal Days flier for April 2023.

Community Development Director Rachelle Kellogg informed those in attendance that the Transit Project begins Wednesday and will last for six months; and the Request for Proposal (RFP) is out on the Type 6 Engine for the Fire Department.

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Councilmember Matt Hawkins shared the reasons he has not attended the past few meetings; thanked the Sonora Police Department; and hoped everyone has a good week.

Councilmember Andy Merrill helped with the BBQ at Murphy's Park for Transgender Day of Visibility; visited Camp Resolution in Sacramento; and spoke about Homelessness.

Mayor Pro-Tem Ann Segerstrom complemented the Sonora Police Department; attended the Drought and Climate Outlook and the Flage Retirement Ceremony by the Boy Scouts.

ADJOURNMENT

Adjourned at 6:05 PM.

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**CITY OF SONORA
City Council Regular Meeting
Minutes
Monday, July 15, 2024
5:00 PM**

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on July 15, 2024, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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Mayor Ann Segerstrom
Vice Mayor Suzanne Cruz
Council Members Bess Levine, Andy Merrill, Stephen Opie
City Administrator Melissa Eads
City Attorney Douglas White

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CLOSED SESSION - 4:00 PM

CALL TO ORDER

Called to order at 4:00 PM.

ROLL CALL

PRESENT

Mayor Ann Segerstrom

Vice Mayor Suzanne Cruz

Councilmember Bess Levine

Councilmember Andy Merrill

ARRIVING LATE

Councilmember Stephen Opie

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

Adjourned at 4:01 PM.

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

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:00 PM.

REPORT OUT OF CLOSED SESSION

Mayor Ann Segerstrom stated direction was given to staff.

PLEDGE OF ALLEGIANCE

Councilmember Stephen Opie led the Pledge of Allegiance.

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



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

ROLL CALL

PRESENT

Mayor Ann Segerstrom

Vice Mayor Suzanne Cruz

Councilmember Bess Levine

Councilmember Andy Merrill

Councilmember Stephen Opie

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Friday, July 12, 2024 at 11:50 AM.

APPROVAL OF THE AGENDA

Motion made by Vice Mayor Suzanne Cruz, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Andy Merrill, Councilmember Stephen Opie

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.

Margott Weltin from Weltin Designs informed those in attendance of the first annual Ranch to Table Dinner at the Opera Hall on August 17th.

A member of the public shared information and his concerns on marijuana use in the community.

Katie Dunn President of the Sonora Chamber of Commerce shared with those in attendance the informational meeting for the Business Watch Program is July 31st at the Opera Hall; and the next mixer is at Nox Sonora.

Don Nessl shared his concerns about the last City Council Meeting.

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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.

2. Consider Approval of Disbursements in the Amount of \$210,484.66 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.
3. Consider Approval of the City Council Meeting Minutes from August 7, 2023; September 5, 2023; and April 1, 2024; Stacy Enos-Del Razo, Deputy City Clerk.
4. Waive the Second Reading and Adopt Ordinance No. 896, Amending the Zoning Map through the Rezoning of Assessor's Parcel Numbers 056-106-004 AND 056-106-001 from General Commercial (CG) to Commercial (C); Tyler Summersett, Community Development Director.

Motion made by Vice Mayor Suzanne Cruz, Seconded by Councilmember Stephen Opie. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Andy Merrill, Councilmember Stephen Opie

PUBLIC HEARINGS

5. Waive Second Reading, Read by Title Only, and Adopt Ordinance 899 Amending Chapter 1.16, Elections, of Title One, General Provisions, to Change the Date of General Municipal Elections to Coincide with Statewide General Elections; Douglas L. White, City Attorney.

The Councilmembers and City Attorney discussed Ordinance 896.

Colette Such addressed the Councilmembers on the length of their campaign.

Motion made by Councilmember Stephen Opie, Seconded by Councilmember Andy Merrill. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Andy Merrill, Councilmember Stephen Opie

NEW BUSINESS

6. Consideration of a Memorandum of Agreement (MOA) with Columbia College to use Dragoon Gulch as an extension of the Campus Learning Environment for Various Programs to Learn and Practice Forestry Management Skills; Tyler Summersett, Community Development Director.

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Councilmember Andy Merrill requested confirmation if he should remove himself from voting as he is an employee of Columbia College.

Sonora City Attorney confirmed.

Kevin Anderson addressed the Council.

Vice Mayor Suzanne Cruz requested clarification on worker's compensation.

Tyler Summersett Community Development Director responded to the questions.

Sonora City Attorney suggested moving to approve the MOA with the necessary adjustments and changes to worker's compensation.

No public comment.

Motion made by Vice Mayor Suzanne Cruz, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Stephen Opie

Councilmember Andy Merrill Abstained from voting.

A member of the public addressed the Council about a point of order.

7. Consideration of Accepting the Washington-Stockton Corridor Improvement Project as Built, Paying Contractor Retentions and Directing Staff to Submit for all Reimbursements Due to the City for the Project; Tyler Summersett, Community Development Director.

Councilmembers and Tyler Summersett Community Development Director discussed the project.

Don Nessler informed those in attendance that the project is awesome.

A member of the public asked the Council a question about the corridor.

Motion made by Councilmember Andy Merrill, Seconded by Councilmember Stephen Opie. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Andy Merrill, Councilmember Stephen Opie

MONTHLY REPORTS

8. Receive the City of Sonora Administrative Services Department Monthly Report for May 2024; Chris Gorsky, Administrative Services Director.

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9. Receive the City of Sonora Community Development Department Monthly Report for June 2024; Tyler Summersett, Community Development Director.
10. Receive the City of Sonora Fire Department Monthly Report for June 2024; Aimee New, Fire Chief.
11. Receive the City of Sonora Police Department Monthly Report for June 2024; Turu VanderWiel, Police Chief.

Police Chief Turu VanderWiel informed those in attendance the lobby and parking lot will be closed at the Police Station temporarily for the installation of the new Dispatch Room and Equipment.

12. Receive the City of Sonora Public Works Department Monthly Report for June 2024; Michael Lagomarsino, Public Works Supervisor.

COUNCIL MEMBER REPORTS

Councilmember Stephen Opie is looking forward to attending the first Committee Meetings.

Councilmember Bess Levine is looking forward to attending the first Committee Meetings; has attended all the Farmer's Markets; and attended 2nd Saturday.

Councilmember Andy Merrill gave an update on the Committee for Homelessness Navigation Center; will be traveling all over the state playing, and is looking forward to going to Dixon, California.

Vice Mayor Suzanne Cruz highlighted the following businesses, Devine Market at Willow Springs; the Mongolian BBQ restaurant; the new Casino is open; and Yanni's Grill.

Mayor Ann Segerstrom toured the Dome; attended a Zoom Meeting with Governor Newsom's External Affairs Advisor and Assistant; and viewed the new Police Departments Dodge Durango's.

City Manager Melissa Eads spoke on behalf of Fire Chief Aimee New and invited the Council and the community to attend the Pancake Breakfast and Fire Truck push-in on August 3rd.

ADJOURNMENT

Adjourned at 6:00 PM.

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

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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.

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**CITY OF SONORA
City Council Regular Meeting
Minutes
Monday, August 05, 2024
5:00 PM**

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

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

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

Public Access Audio and Video Live Streaming

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

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the 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 Suzanne Cruz
Council Members Bess Levine, Andy Merrill, Stephen Opie
City Administrator Melissa Eads
City Attorney Douglas White

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CLOSED SESSION - 4:00 PM

CALL TO ORDER

Called to order at 4:00 PM.

ROLL CALL

PRESENT

Mayor Ann Segerstrom

Councilmember Bess Levine

Councilmember Andy Merrill

ABSENT

Vice Mayor Suzanne Cruz

Councilmember Stephen Opie

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

Adjourned at 4:01 PM.

1. Conference with Legal Counsel - Liability Claim (Government Code Section §54956.95): Three (3) Potential Cases, Claimant: Kampa, Claimant: Tiraschi, Claimant: Twohey; Agency Claimed Against: City of Sonora; Douglas White, City Attorney, Chris Gorsky, Administrative Services Director.
2. Threat to Public Services or Facilities (Government Code §54957); Consultation with: Turu VanderWiel, Police Chief, Melissa Eads, City Administrator.

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:00 PM.

REPORT OUT OF CLOSED SESSION

Mayor Ann Segerstrom stated direction was given to staff.

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PLEDGE OF ALLEGIANCE

Councilmember Bess Levine led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Ann Segerstrom

Councilmember Bess Levine

Councilmember Andy Merrill

ABSENT

Vice Mayor Suzanne Cruz

Councilmember Stephen Opie

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Friday, August 2, 2024, at 10:52 AM.

APPROVAL OF THE AGENDA

Motion made by Councilmember Andy Merrill, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Councilmember Bess Levine, Councilmember Andy Merrill

PUBLIC COMMENT (NON-AGENDA ITEMS)

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Katie Dunn President of the Sonora Chamber of Commerce updated those in attendance on the first Business Watch meeting; thanked the City Manager, Fire Chief, Police Chief and Police Officers for attending the meeting; and the second Business Watch meeting will be August 28th at the Opera Hall.

Allan Zimmerly with the Historic Dome Preservation Group informed those in attendance they are trying to acquire the Historic Dome; and gave an update on their efforts.

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PRESENTATIONS

3. Receive an Update from Tuolumne County District 1 Supervisor David Goldemberg; Melissa Eads, City Administrator. (10 min.)

Tuolumne County District 1 Supervisor David Goldemberg informed those in attendance the County is still working through the budget; there are still potential options for the City to tag on to the County's Solid Waste 1000 tons per year program; still moving forward on the Chipping program, and can use a current grant to purchase a chipper; the Navigation Center is getting closer to opening; and the County is adding better water source to the safe parking area.

Mayor Ann Segerstrom asked Supervisor David Goldemberg a few questions and **Councilmember Andy Merrill** made additional comments.

4. Receive Introduction of Police Canine Handler Ronald Watson; Turu VanderWiel, Police Chief. (10 min.)
5. Receive Introduction to, and Swearing in of Police Officer Scott Ryan; Turu VanderWiel, Police Chief. (10 min.)
6. Receive an Update on Homeless Outreach from the Sonora Police Department's Homeless Outreach Coordinator; Turu VanderWiel, Police Chief and Chris Neves, Homeless Outreach Coordinator. (10 min.)

CONSENT CALENDAR

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

7. Consider Approval of Meeting Minutes from September 18, 2023; October 2, 2023, October 16, 2023; and April 15, 2024; Stacy Enos-Del Razo, Deputy City Clerk.
8. Consider Approval of Disbursements in the Amount of \$304,862.94 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay; Tracy Skelly, Administrative Services Officer.
9. Consider Approval of Resolution No. 08-05-2024-A, a Resolution of the City Council of the City of Sonora Awarding a Contract for Auditing Services to Harshwal and Company, LLP for the Fiscal Years 2024 to 2026, with an Additional Two-Year Option and Authorize the Administrative Services Director to Execute the Agreement; Chris Gorsky, Administrative Services Director.
10. Receive a Donation of a Ceiling Light Fixture Valued at \$1,200 from the Hotel Victoria dba the Sonora Inn. The Light Fixture will be Installed at the City Owned Sonora Opera Hall; Melissa Eads, City Administrator.

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Councilmember Andy Merrill asked about the plan for the fixture.

Katie Dunn President of the Sonora Chamber of Commerce gave an explanation.

No public comments.

Motion made by Councilmember Andy Merrill, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Councilmember Bess Levine, Councilmember Andy Merrill

NEW BUSINESS

11. Consider Adoption of Resolution 08-05-2024-B and the Local Hazard Mitigation Plan (LHMP); Tyler Summersett, Community Development Director. (20 min.)

Councilmembers and Noelle Anderson from Michael Baker International discussed the plan.

Larry Coombes asked if a fire evacuation plan was included.

Motion made by Councilmember Bess Levine, Seconded by Councilmember Andy Merrill. Voting Yea: Mayor Ann Segerstrom, Councilmember Bess Levine, Councilmember Andy Merrill

COUNCIL MEMBER REPORTS

Police Chief Turu VanderWiel informed those in attendance the Dispatch Center is now complete; and August 6th is National Night Out.

Councilmember Bess Levine visited two new local downtown businesses; and attended the Visit Tuolumne County meeting.

Councilmember Andy Merrill attended professional development through Columbia College.

Mayor Ann Segerstrom attended the Chamber mixer at Nox; helped with orientation planning for the Council; attended the push-in ceremony and toured the fire station; and attended Tuolumne County Chamber of Commerce- Government Affairs meeting

ADJOURNMENT

Adjourned at 6:28 PM.

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).

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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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider Recording Two (2) Substitution of Trustee and Full Reconveyance Documents for APN 001-094-009

RECOMMENDATION:

Direct the City Administrator to reconvey the City's interest in APN 001-094-009, a home located within the City of Sonora back to the original Trustor.

BACKGROUND:

The City of Sonora, Community Development Department (CDD), offered homebuyer assistance loans for City residents purchasing homes within City limits. This program was funded through a Community Development Block Grant (CDBG) administered by the State's Housing and Community Development Department. The City of Sonora's Homebuyers' Assistance Loan Program was designed to assist low-income families in the purchase of a home within the City of Sonora.

The assistance available was up to \$100,000.

The Program provided two types of assistance. The first type assisted the family with immediate cash needs, as required, for loan origination fees and closing costs, including impounds for property taxes and insurance. The second component of the program was to assist the family in meeting its long-term housing commitment by reducing the monthly payment to an amount consistent with the family's income affordability level. Both elements of the Program are available to assist eligible families in obtaining primary financing from the commercial lender of their choice.

Applicant Eligibility -

1. Applicant must be low income, defined as having an income that does not exceed 80% of the area median income, adjusted for household size. This income figure is established by the Department of Housing and Urban Development (HUD) and is adjusted annually. A "household" means all persons occupying a housing unit as their place of residence.
2. Applicant must use the house as their principal place of residence.



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. Applicant must not have been a homeowner for at least the last 3 years or is a displaced homemaker or single parent who owned a home with a spouse.
4. Applicants must meet credit and underwriting criteria to secure a loan from a commercial lender of their choice prior to receiving assistance from the City of Sonora.
5. Applicant must need the assistance of the Program to obtain home ownership. The need is determined by the City of Sonora and will be based upon Program Guidelines, requirements of the commercial lender, and the ability of the household to meet such requirements.
6. Applicant must be able to provide personal funds equal to 3% of the purchase price of the house selected or \$3,000, whichever is greater.

HOUSE ELIGIBILITY

1. The house must be located within the incorporated City Limits of Sonora.
2. The house must be a structurally sound, existing structure or newly constructed, and shall meet local code standards. City reserves the right to determine structural soundness and code compliance
3. The house must either be vacant for at least 4 months, or owner-occupied.
4. House size shall be sufficient to meet the needs of the participant without overcrowding.
5. House price cannot exceed \$300,000.

INTEREST RATES

Interest rates on City deferred payment loans are based on household income as follows:

- 0% - Less than 50% of median income
- 3% - 65% to 50% of median income
- 5% - 80% to 66% of median income

SECURITY

All City Loans will be secured by a promissory note and recorded deed of trust, with notice of default, subordinate only to the loan of the commercial lender.

The City loan is deferred for a period of 31 years; no monthly payments or interest payments are required; the interest rate varies between 0-5%, depending on the household income and number of persons in the



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

household. Applicants are required to provide the minimum of 3% as a down payment. The loan is due and payable upon sale or transfer of the property or when the property no longer is used as the principal residence of the borrower. Loans can be paid in whole or by periodic payments at any time, without penalties.

DISCUSSION / ANALYSIS:

A deed of reconveyance, also known as a satisfaction of mortgage, is a document that proves you've paid off your mortgage. The deed of reconveyance releases the lien the City (as a silent second lender) placed on the subject property. This document proves a clear title when you sell your home.

The total loan amount was \$87,775, assumed in September 2009. The total loan payoff amount was \$87,775, received in December of 2023. The loan was 0% interest.

FISCAL IMPACT:

No fiscal impact. Funds for the program came from the Community Development Block Grant program administered by the State. No interest was accrued on this loan based on the qualifications of the applicant. Program funds are eligible to be used again on CDBG eligible program goals.

ATTACHMENTS:

Attachment A- Substitution of Trustee and Full Reconveyance form

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

RECORDING REQUESTED BY:

YOSEMITE TITLE COMPANY

Escrow No.

APN: 001-094-009

WHEN RECORDED MAIL TO:

Yosemite Title Company
208 S. Washington Street
Sonora, CA 95370

(SPACE ABOVE RESERVED FOR RECORDER'S USE)

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, Mary B. Campbell, An Unmarried Woman was the original Trustor, Yosemite Title Company the original Trustee, and City of Sonora the original Beneficiary, under that certain Deed of Trust dated September 15, 2009 and recorded September 24, 2009 as Instrument No. 2009012225, Official Records of the County of Tuolumne, State of California, and;

WHEREAS, the undersigned present Beneficiary desires to substitute as new Trustee under said Deed of Trust in place of and stead of said original Trustee thereunder. Now therefore, the undersigned hereby substitutes City of Sonora as Trustee under said Deed of Trust. Said substituted Trustee hereby accepts the appointment and does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by him thereunder. Whatever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: September 19, 2024

Melissa Eads, City Administrator

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

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE }

On _____ before me, _____ a Notary Public in and for said

County and State, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Signature

RECORDING REQUESTED BY:

YOSEMITE TITLE COMPANY

Escrow No.

APN: 001-094-009

WHEN RECORDED MAIL TO:

Yosemite Title Company
208 S. Washington Street
Sonora, CA 95370

(SPACE ABOVE RESERVED FOR RECORDER'S USE)

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, Mary B. Campbell, An Unmarried Woman was the original Trustor, Yosemite Title Company the original Trustee, and City of Sonora the original Beneficiary, under that certain Deed of Trust dated September 15, 2009 and recorded September 24, 2009 as Instrument No. 2009012224, Official Records of the County of Tuolumne, State of California, and;

WHEREAS, the undersigned present Beneficiary desires to substitute as new Trustee under said Deed of Trust in place of and stead of said original Trustee thereunder. Now therefore, the undersigned hereby substitutes City of Sonora as Trustee under said Deed of Trust. Said substituted Trustee hereby accepts the appointment and does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by him thereunder. Whatever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: September 19, 2024

Melissa Eads, City Administrator

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STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE }

On _____ before me, _____ a Notary Public in and for said

County and State, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Signature



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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider Approval of Resolution Number 10-07-2024-A, Authorizing the 41st Annual Historic Downtown Sonora Christmas Parade on Friday, November 29th, 2024 and Authorizing the Closure of State Route 49 (Washington Street and Stockton Road), Along with Certain Other City Streets and Designating “No Parking” Locations

RECOMMENDATION:

1. Approve holding the 41st Annual Historic Downtown Sonora Christmas Parade on Friday, November 29th at 6:00 p.m.
2. Adopt Resolution Number 10-07-2024-A, authorizing the closure of State Route 49 (Washington Street and Stockton Road), along with certain other City Streets and designating “No Parking” locations for the 2024 Christmas Parade and the Trolley stop.
3. Request the Mayor or Vice Mayor represent the City in the Christmas Parade.
4. Release the three-hour parking restrictions from Monday, November 18, 2024, through Monday, January 6, 2025, within the downtown corridor, which includes all streets within Zone A; does not apply to trailer parking.

DISCUSSION / ANALYSIS:

Planning is underway for the City’s 41st Annual Christmas Parade. The City has been responsible for organizing and staffing this community oriented event since 1996. This very special and popular City event has become an annual tradition with so many local families and visitors (thousands) lining the parade route. Historically, the number of festive entries range from 65-100 and the parade lasts approximately one and a half hours.

The parade will start promptly at 6:00 p.m. from the Red Church and end at Restano Way. Parking in the downtown area will be allowed until 4:00 p.m. on parade day after which parking along the parade route will be restricted to safely accommodate the parade entries and pedestrians. Tuolumne County Transit will be providing trolley service from the Junction Shopping Center to Lyons Street. This service will be available from 3:00 p.m. to 9:00 p.m. and is free to the public.

FISCAL IMPACT:

Costs associated with the Christmas Parade have been included within the 2024/2025 departmental budgets.



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:

Resolution 10-07-2024-A

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

Resolution Number: 10-07-2024-A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING THE
TEMPORARY CLOSURE OF HIGHWAY 49 AND CERTAIN CITY STREETS AND PARKING LOTS TO
ACCOMMODATE THE HISTORIC DOWNTOWN SONORA CHRISTMAS PARADE AND OTHER RELATED
HOLIDAY ACTIVITIES**

WHEREAS, the City will be holding the Historic Downtown Sonora Christmas Parade on Friday, November 29, 2024 at 6:00 p.m. sharp; and

WHEREAS, the parade route will start at Washington Street/Highway 49 and Elkin Street and continue along Washington Street ending at Restano Way; and

WHEREAS, several streets and other city facilities will need to be closed for the event; and

WHEREAS, the City must obtain an encroachment permit from Caltrans;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sonora that the following streets and parking lots will be closed on Friday, November 29, 2024, as indicated below:

The following street closures shall commence at 4:00 p.m. and continue until 8:30 p.m., or until the parade is finished.

1. School Street between North Washington and Snell Street.
2. Snell Street between N. Green Street and Bonanza between N. Washington and N. Green St.

The following parking lot closures and no parking locations shall commence at 3:00 p.m. and continue until 8:30 p.m., or until the parade is finished.

1. The Sonora High School parking lots located on School Street.
2. City Parking Lot at Snell/Wyckoff Streets, including the bus parking spaces on Snell Street.
3. School Street, between Snell Street and N. Washington Street/ SR 49.
4. East side of Snell Street, between Wyckoff Street and N. Washington Street/ SR 49.

The following parking lot closures shall commence at 4:00 p.m. and continue until 8:30 p.m., or until the parade is finished.

1. The Fire Museum parking lot on N. Washington Street.
2. The Fountain Parking Lot, across from the Sonora Opera Hall to be used for ADA accessible parking only.
3. The first floor of the Terzich Parking Lot to be closed.
4. Second floor of the Terzich parking lot to be used for ADA accessible parking and viewing only.

The following street closures shall commence at 5:30 p.m. and continue until 8:30 p.m., or until the parade is finished.

1. N. Washington Street/ SR 49 between Elkin and Stockton Road.
2. S. Washington St. between Stockton Road and Hospital Road.
3. State Route 49/Stockton Road between S. Washington Street/SR 49 and 70 W. Stockton Street (Yoshoku Restaurant).
4. The following streets between Washington Street/ SR 49 and Stewart Street:
Dodge Street, Jackson Street, Bradford Street, Theall Street, Church Street, Gold Street, William Street, Lytton Street and Restano Way.
5. The following streets between Washington Street/ SR 49 and Green Street: Dodge Street, Yaney Street, Jackson Street, Bradford Street, Linoberg Street and Church Street. Toby Street between S. Washington Street and McGowan Street.
6. Lytton and Bulwer Streets between S. Washington Street and Olive Street.
7. June Street between S. Washington and Church Street.
8. Wyckoff Street between N. Washington Street (SR-49) and Snell Street.

NOW, THEREFORE, BE IT FURTHER RESOLVED that no parking will be allowed at the following locations on Friday, November 29, 2024, as indicated below:

The following no parking locations shall commence at 4:00 p.m. and continue until 8:30 p.m., or until the parade is finished.

1. N. Washington Street/SR 49 between Elkin Street and Toby Street.
2. State Route 49/Stockton Street between Washington Street and 70 W. Stockton Street (Yoshoku Restaurant).
3. Elkin Street between N. Washington Street/ SR 49 and Shepherd Street.
4. Stewart Street between Elkin Street and Dodge Street.
5. Church Street between N. Washington Street/ SR 49 and June Street.
6. The following streets between N. Washington Street/ SR 49 and Stewart Street:
Elkin Street, Dodge Street, Jackson Street, Bradford Street, Linoberg Street, Theall Street.
7. The following streets between S. Washington Street and Stewart Street:
Church Street, Gold Street, William Street and Lytton Street.
8. The following streets between N. Washington Street/ SR 49 and Green Street:
Dodge Street, Yaney Street, Jackson Street, Bradford Street, Linoberg Street and Toby Street between S. Washington Street/ SR 49 and McGowan Street.
9. Lytton and Bulwer Streets between S. Washington Street and Olive Street.
10. June Street, commencing at Church Street and extending south 100 yards.

The following no-parking location shall commence at 3:00 p.m. and continue until 9:00 p.m. (For trolley stop location)

1. North side of Lyons Street between Stewart and Shepherd Street. (2 spaces)

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora that all of the above is hereby approved, subject to all conditions as required by the California Department of Transportation.

PASSED, APPROVED, AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on October 7, 2024, by the following:

AYES: _____

NOES: _____

ABSENT: _____

Dated: October 7, 2024

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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider Amending an Existing Lease with the Owner of the Property Located at 10 Calaveras Street to Include Expanded Parking Alternatives in City Right of Way

RECOMMENDATION:

Consider Amending an Existing Lease with the Owner of the Property Located at 10 Calaveras Street to Include Expanded Parking Alternatives Utilizing City Right of Way.

BACKGROUND:

In 2022 the Bract House, a cannabis dispensary, opened for business in Sonora. The business is located in the south part of town, operating out of an industrial building that was previously part of an old foundry. The location offered the necessary General Plan land use and zoning for the business, but didn't provide for the required parking, eight (8) spaces. As a new industry for municipalities across the state, the actual parking needs were unknown. Due to the layout of the site, 10 Calaveras Street, and the requirements of the permit to operate the business—parking employees in a separate location, taking deliveries in a secure location, etc; combined with the location of the building very near the front property boundary, there was no place left for customer parking.

The City owns the right of way on either side of Calaveras Street. A portion of this right of way was previously offered by lease to the property owner to provide parking for tenants. The property owner built the improvements, which includes an ADA parking space alongside seven (7) additional spaces.

DISCUSSION / ANALYSIS:

The building tenant, Bract House, has proven to be a popular business in the City. This is in part evidenced by having vehicles parking in the Calaveras Street right of way as de facto parking when the formal spaces in front of the business are taken.

This parking shortage has caused some strain between the business and at least one neighboring property. Additionally, the lack of parking has also led to customers having to park in the surrounding neighborhood. During peak volumes congestion has been experienced as drivers search for parking.

In February the City received a Parking and Traffic Commission request from the property owner for parking signage and additional parking spaces be included in an existing lease. The Parking and Traffic Commission met in



CITY COUNCIL AGENDA REPORT

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

March to review this request (among others). Three different parking alternatives were prepared as concepts for additional parking within City right of way to the north and south of Calaveras Street.

One of the alternatives (Option B) impacted ingress/egress to the County Facilities parking lot located across the street, so this option is not being moved forward for approval. Options A and C (Attachments) can provide 9 new parking spaces.

To build the improvements, the strategy is to allow the property owner to construct the parking areas. He is a licensed contractor and completed the work involved in the initial parking improvement. His time and material costs would be re-paid by applying lease payments toward the recovery of construction expenses until fully recovered.

FISCAL IMPACT:

Construction estimates for the parking improvements are as follows:

Option A- \$12,900

Option C- \$15,050

The impact to the General Fund is the cost of construction as the lease payments will be deferred until that amount is recovered by the Contractor. Once that is complete, the General Fund will benefit between \$2565 to \$4965 or \$2500 to \$5000 depending on which option is selected.

ATTACHMENTS:

Amended Lease Agreement

Parking Exhibit A

Parking Exhibit C

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

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE
CITY OF SONORA AND BRIAN GATES**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is entered into by and between City of Sonora, a municipal corporation ("City"), and Brian Gates ("Licensee"). City and Licensee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this First Amendment.

RECITALS

A. City and Licensee entered into a License Agreement in 2021 ("Agreement") for Licensee to have a non-exclusive license to use City's real property, located in front of 10 Calaveras Street, Sonora, California ("Property"), for the purposes of pedestrian and vehicular ingress, egress, and parking for the benefit of Licensee's real property, located at 10 Calaveras Street, Sonora, California ("Business"), the Business' customers, and the public during business hours.

B. Licensee desires to extend the non-exclusive license to additional City property as depicted on the map attached hereto and incorporated by this reference as **Exhibit A** ("Additional Property"), for the purposes of pedestrian and vehicular ingress, egress, and parking for the benefit of Licensee's Business.

C. Section 20, Modification, of the Agreement allows modification by written amendment signed by both Parties.

D. The Parties desire to amend the Agreement to expand Licensee's non-exclusive license to additional City property as depicted in Exhibit A to this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions herein set forth, the Parties agrees as follows:

AGREEMENT

Section 1. Recitals. The above recitals are incorporated by this reference and hereby made a part of this First Amendment and the Agreement.

Section 2. Effect of Agreement. Except as provided herein, the defined terms used in this First Amendment shall have the same meaning as the terms have in the Agreement. Unless expressly amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect. If any terms or provisions of this First Amendment conflict with terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

Section 3. Effective Date. This First Amendment shall become effective once executed by both City and Licensee ("Effective Date").

Section 4. Amendment to Section 3, Grant of License. The following is added to Section 3, Grant

of License, of the Agreement:

City hereby grants to Licensee a non-exclusive license to make improvements to the Additional Property pursuant to Section 8 of this First Amendment. After Licensee completes improvements to the Additional Property and receives City approval, City grants to Licensee a non-exclusive license to use the Additional Property for the purposes of pedestrian and vehicular ingress, egress and parking for the benefit of the Business, the Business' customers and the public during business hours. The City owns the Additional Property and such area shall be for Licensee's limited use, subject to the terms and conditions of the Agreement and this First Amendment.

Section 5. Amendment to Section 5, Compensation. The following is added to Section 5, Compensation, of the Agreement:

Licensee shall pay the City twenty-five cents (\$0.25) per square foot for Licensee's use of the Additional Property. Licensee shall pay the City a total of \$413.75 per month for Option C and \$213.75 for Option A, for a combined total of \$ 627.50 per month, for the Licensee's use of the Additional Property pursuant to the terms and conditions of the Agreement and this First Amendment. Licensee's obligation to pay compensation for Option C shall commence when Licensee completes improvements to Option C. Licensee's obligation to pay compensation for Option A shall commence when Licensee completes improvements to Option A.

Section 6. Amendment to Section 6, Licensee's Obligations. Section 6, Licensee's Obligations, of the Agreement is amended to read as follows:

6.1. The Property may only be used for the purposes of pedestrian and vehicular ingress, egress and parking for the benefit of the Business, the Business' customers and the public during business hours. The Additional Property may only be used for the purpose of making improvements pursuant to Section 8 of this First Amendment, and after Licensee completes improvements to the Additional Property and receives City approval, the Additional Property may only be used for the purposes of pedestrian and vehicular ingress, egress and parking for the benefit of the Business, the Business' customers and the public during business hours.

6.2. Licensee shall ensure that the use of the Property and Additional Property complies with federal and state laws, including the Americans with Disabilities Act.

6.3. Licensee shall ensure that City has access at all times to the Property and Additional Property for any necessary construction, maintenance or repair.

6.4. Other than disabled parking spaces, Licensee may not designate specific parking spaces for specific users, without written approval from the City.

6.5. Licensee shall keep the Property and Additional Property in a neat, clean and safe condition, and will clean up trash, debris and refuse from the Property and Additional Property.

Section 7. Amendment to Section 7, City's Obligations. Section 7, City's Obligations, of the Agreement is amended to read as follows:

City shall ensure that Licensee has access to the Property for the purposes of pedestrian and vehicular ingress, egress and parking for the benefit of the Business, the Business' customers and the public during business hours. City shall ensure that Licensee has access to the Additional Property for the purposes of making improvements pursuant to Section 8 of this First Amendment, and after Licensee completes improvements to the Additional Property and receives City approval, City shall ensure that Licensee has access to the Additional Property for the purposes of pedestrian and vehicular ingress, egress and parking for the benefit of the Business, the Business' customers and the public during business hours.

Section 8. Amendment to Section 8, Licensee Improvements. The following is added to Section 8, Licensee Improvements, of the Agreement :

8.1. Licensee has expressed interest in making improvements to the Additional Property, commencing with Option C. All proposed improvements on the Additional Property will be subject to City approval. All improvements must be approved by City and all appropriate permits pulled prior to commencement of any construction activities for improvements to the Additional Property. Work on the improvements shall not begin until the City approves the plan for said work.

8.2. City agrees to provide credit against Licensee's monthly compensation to the City in the amount of the actual cost of improvements to the Additional Property approved by the City, in an amount not to exceed \$12,900 for Option C and \$15,050 for Option A, for a total of \$27,950 if Option C and Option A are both completed. Actual costs for the approved improvements shall be subject to verification by City. Licensee shall maintain complete and accurate accounting and bookkeeping for the improvements. City may review, inspect, copy, and audit records relating to the improvements. Any request by Licensee for reimbursement greater than the maximum amount will require a written explanation in reasonable detail justifying the additional cost for the improvements, to the satisfaction of City. City shall have no obligation to provide the credit described herein to Licensee until: (1) City's formal acceptance of the improvements and verification of actual costs; and (2) Licensee provides assurance that there are no liens, claims, and monetary encumbrances on the improvements. Credit shall remain personal to Licensee and shall not run with the land or subsequent purchasers of the Additional Property. Any request by Licensee to transfer or assign the credit to a third party must be in writing and be subject to approval from City. The credit obligation arising from this Agreement is not a debt of the City nor a pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues. City's General Fund shall not be liable for the payment of any credit obligations arising from this Agreement. If either party terminates the Agreement, Licensee forfeits any remaining credit that has not already been applied to Licensee's monthly compensation to the City.

8.3. California Labor Code sections 1720 et seq. and 1770 et seq. require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Licensee agrees to fully comply with such Prevailing Wage Laws. Licensee shall indemnify and hold the City, its officials, officers, and employees free and harmless from any claims, liabilities, costs, penalties or interest to the extent caused by negligent failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Licensee and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors. If the services are being

performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, Licensee and all sub-consultants performing such Services must be registered with the Department of Industrial Relations. Licensee shall maintain registration for the duration of the improvements and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Licensee’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Section 9. Amendment to Section 9, City’s Right to Restrict Access. Section 9, City’s Right to Restrict Access, of the Agreement is amended to read as follows:

Notwithstanding anything to the contrary in this Agreement:

9.1. During non-business hours, the City reserves the right to manage, restrict or control public use on the Property and Additional Property.

9.2. The City may temporarily close access to and use of the Property and Additional Property as may be reasonably necessary in connection with the construction, maintenance or repair of the Property and Additional Property or any improvements located on the Property and Additional Property from time to time. Except in the case of an emergency, any such closure shall be initiated after at least ten (10) business days’ advanced written notice which indicates the dates for the commencement and termination of such closure.

Section 10. Amendment to Section 11, Insurance. The following is added to Section 11, Insurance, of the Agreement:

Licensee shall add the Additional Property onto Licensee’s general liability insurance.

Section 11. Amendment to Subsection 12.1, Indemnification. Subsection 12.1, Indemnification, is amended to read as follows:

To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, “City’s Agents”) from any and all liabilities, claims, actions, or proceedings against City, or City’s Agents, that arise out of, pertain to or relate to (a) the storing of any vehicle upon or about the Property or Additional Property for any reason; (b) any activities on or use of the Property or Additional Property; (c) any physical damage to Property or Additional Property; and (d) any physical injuries or death to any person to the extent caused by Licensee’s, or its agents, officers, employees and volunteer’s, negligence or willful misconduct in connection with its activities on the Property or Additional Property, except to the extent such violations, damages, injuries or death are caused or contributed to by the grossly negligent acts or omissions or willful misconduct of the City or City’s Agents. Licensee acknowledges that City has made no representation as to the condition of the Property or Additional Property or its suitability for pedestrian and vehicular ingress, egress and parking for the benefit of the Business, the Business’ customers and the public during business hours. Licensee further acknowledges that the City does not provide security to the Property or Additional Property. City authorizes Licensee, at Licensee’s sole

expense, to take reasonable safety and security measures in connection with its exercise of this Agreement as Licensee may deem necessary or appropriate.

Section 12. Amendment to Section 13, Notices. White Brenner LLP's address in Section 13, Notices, of the Agreement is amended to read as follows:

Copies to: White Brenner LLP
 1608 T Street
 Sacramento, CA 95811
 Attn: Douglas L. White

Section 13. Entire Agreement. This First Amendment contains the entire understanding between the Parties with respect to the terms set forth in this First Amendment. All previous proposals, offers, and other communications relative to this First Amendment, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this First Amendment.

Section 14. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed one and the same instrument, notwithstanding that the signatures of all Parties and Parties' designated representatives may not appear on the same page.

Section 115. Authority. The Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment, and the names, titles, and capacities herein stated on behalf of any entities, persons, states, counties or cities represented, or purported to be represented, by such entities, persons, states, counties or cities and that all former requirements necessary or required by state or federal law in order to enter into the First Amendment have been fully complied with. Further, by entering into this First Amendment neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, this First Amendment has been entered into by and between CITY and LICENSEE as of the date of the First Amendment set forth above.

CITY:

City of Sonora, a municipal corporation

By: _____

Melissa Eads, City Administrator

Date Signed: _____

LICENSEE:

By: _____

Brian Gates

Date Signed: _____

Approved as to Form and Content:

By: _____

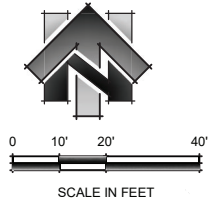
Douglas L. White, City Attorney

EXHIBIT A
THE ADDITIONAL PROPERTY

NA\2204 - Dewberry\005 - City of Sonora City Engineering Services\10 - CAD Drawings\Exhibits\Bract House Improvements\2204.005 Bract House Improvement Exhibit.dwg Apr 03, 2024 - 1:42pm, jcheung

LEGEND

- 2" HMA / 6" CLASS II AB (OR CONCRETE EQUIVALENT)
- RIP-RAP
- ROADSIDE SIGN
- 12" CULVERT (CMP)
- 6" THERMOPLASTIC TRAFFIC STRIPE
- EXISTING THERMOPLASTIC TRAFFIC STRIPE



Item B.

NO.	REVISION	DESCRIPTION	CHECKED BY	DATE
1		NOT FOR CONSTRUCTION		

DRAWING SCALE
HOR. SCALE: AS NOTED
VERT. SCALE: N.T.S.



SONORA • CALIFORNIA
INCORPORATED 1901



R.E.Y. ENGINEERS, Inc.
Civil Engineering | Land Surveying | Remote Sensing
905 S. Main Street, Suite 200, Fresno, CA 93703
P: (559) 345-3040 F: (559) 345-3300

BRACKT HOUSE PARKING EXHIBIT

OPTION A

SONORA CITY

CA

DRAWING INFO

DATE:	04/03/24
DRAFTER:	JC
DESIGNER:	RH
REVIEWER:	RH

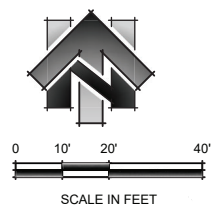
R.E.Y. PROJECT NO.
2204.005

SHEET NO. **1** OF **3**

58

LEGEND

- | | |
|---|--|
|  | 2" HMA / 6" CLASS II AB (OR CONCRETE EQUIVALENT) |
|  | RIP-RAP |
|  | CONCRETE VALLEY GUTTER
(SEE DETAIL ON THIS SHEET) |
|  | ROADSIDE SIGN |
|  | 12" CULVERT (CMP) |
|  | 6" THERMOPLASTIC TRAFFIC STRIPE |
|  | EXISTING THERMOPLASTIC TRAFFIC STRIPE |

[illegible]

DRAWING SCALE
 HOR. SCALE: AS NOTED
 VERT. SCALE: N.T.S.



R.E.Y. ENGINEERS, Inc.
 If Engineering | Land Surveying | Remote Sensing
 9905 Sutter Street, Suite 200, Folsom, CA 95630

BRACK HOUSE PARKING EXHIBIT

OPTION C

SONORA CITY

DRAWING INFO

DATE:	04/03/20
DRAFTER:	J
DESIGNER:	K
REVIEWER:	K

R.E.Y. PROJECT NO.
2204.005
SHEET NO. **3** OF **3**



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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Mike Pugh, City Engineer, Dewberry Engineers, Inc.
Melissa Eads, City Administrator

SUBJECT: Consider Approval of Resolution 10-07-2024-B Authorizing a Construction Contract in the Amount of \$443,362.75 Between the City of Sonora and the Sierra Northern Railroad Contractor, G. Hedgecock, Inc. for the Reconstruction of Hospital Road and Consider Approval of Task Order #25-2 in the Amount of \$196,000 Between the City of Sonora and Dewberry Engineers Inc. (Dewberry) for Design, Construction Engineering, Construction Management, and Materials Testing for the Reconstruction of Hospital Road

RECOMMENDATION:

Consider approval of 1) the construction contract between the City of Sonora and Sierra Northern Railroad contractor, G. Hedgecock, Inc. for the reconstruction of Hospital Road and 2) Dewberry's task order to prepare contract documents (plans and cost estimate) and perform construction engineering, construction management and materials testing for the reconstruction of Hospital Road and approve Resolution 10-07-2024-B.

BACKGROUND:

Hospital Road between Washington Street and Mono Way in the City of Sonora is in an advanced state of degradation with large areas of full road structural section failure. The condition of this portion of the road has the potential to cause damage to vehicles traveling through this area. Between the two at-grade crossings on Hospital Road, the roadway runs adjacent to the Sierra Northern Railroad corridor, that area is also in need of rehabilitation, which Sierra Northern Railroad has begun.

DISCUSSION / ANALYSIS:

Sierra Northern Railroad replacing the at-grade crossing on Hospital Road in the Fall of 2024 and repairing the damage caused by the recent train derailment along Hospital Road that occurred in late January of 2024. It would be in the best interest of the City of Sonora to partner with Sierra Northern Railroad to fully reconstruct Hospital Road and provide a complete project from S. Washington Street through the second at-grade crossing, approximately 1,500 linear feet where the railroad tracks are adjacent to the roadway. This project will bring Hospital Road back to a more functional street for providing access to the hospital and adjacent businesses. This approach will lessen the liability for the City of Sonora during construction through close coordination with the Sierra Northern Railroad, avoiding interruptions and delays to the railway.



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

In partnering with Sierra Northern Railroad, the City is relying on its authority to use sole source procurement where the City Council finds compliance with formal bidding procedures is not in the best interest of the City. In this case, working collaboratively with Sierra Northern Railroad both reduces the total costs of the project and expedites the review of the City's plan that Sierra Northern Railroad would otherwise require. If the City undertakes the repair of portions of Hospital Road that Sierra Northern Railroad has a right of way across without working in partnership with the railroad, the City would have to take on liability for any impact to the railroad as a consequence of the repairs within the railroad's right of way and secure an encroachment permit. Additionally, the City saves money through its partnership with Sierra Northern Railroad by relying on an already mobilized vendor. Engineering estimates indicate that the City is saving around \$50,000 by partnering with Sierra Northern Railroad on this project. Based on these benefits, the resolution approving the construction services agreement includes a finding that the City Council may rely on sole source procurement for the Hospital Road rehabilitation project. The contract and subsequent Task Order with Dewberry Engineers, Inc. was competitively procured in 2023 for a term of 3 years with an option to extend for another 2 years.

FISCAL IMPACT:

The estimated total cost of this work is \$639,362.75 as detailed by task below:

Construction (Sierra Northern Railroad) = \$443,362.75

Prepare Contract Documents (Dewberry) = \$90,000

Construction Engineering (Dewberry) = \$12,000

Construction Management (Dewberry) = \$59,000

Materials Testing (Dewberry) = \$15,000

Survey Monument Preservation (Dewberry) = \$20,000

This is an approved capital improvement project that was approved at the June 17th, 2024, City Council Meeting as part of the Fiscal Year 24/25 budget. A total of \$690,000 was allocated from the General Fund for the reconstruction of Hospital Road.

ATTACHMENTS:

Construction Contract

Task Order No. 25-2 Hospital Road Rehabilitation Engineering Services

Resolution 10-07-2024-B

GHI Budget

Draft Engineer Estimate

CORE COUNCIL PRIORITIES:



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

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

RESOLUTION NO. 10-07-2024-B

A RESOLUTION OF THE CITY COUNCIL OF SONORA AUTHORIZING THE SOLE SOURCE PROCUREMENT OF CONSTRUCTION SERVICES FOR THE REHABILITATION OF HOSPITAL ROAD AND APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH G. HEDGECK, INC. AND APPROVING TASK ORDER #25-2 FOR ENGINEERING AND CONSTRUCTION SUPERVISING WITH DEWBERRY ENGINEERING, INC. SERVICES FOR THE REHABILITATION OF HOSPITAL ROAD

WHEREAS, on November 20, 2020, the City of Sonora ("City") adopted the California Uniform Public Construction Cost Accounting Act ("UPCCAA"), pursuant to the California Public Contract Code § 22000 et seq. which establishes a uniform accounting standard; and

WHEREAS, on November 20, 2020, the City amended Chapter 3.60 of the City's municipal code to include a sole source exemption to UPCCAA which allows the City to forgo the typical bidding procedures required by UPCCAA when City Council determines it is in the best interest of the City and the goods and services are available from only one source; and

WHEREAS, a train derailment caused damage to a grade crossing owned by Sierra Railroad and a portion of Hospital Road; and

WHEREAS, Sierra Northern Railroad entered into a contract with G. Hedgecock, Inc. ("GHI") to repair damage to the grade crossing and a portion of Hospital Road ("Repair Project"); and

WHEREAS, the remaining portion of Hospital Road from S. Washington Street to 110' Past 2nd Crossing, which the City is responsible for maintaining, also requires rehabilitation ("Rehabilitation Project") to make it a more functional street providing access to the hospital and adjacent businesses; and

WHEREAS, the City's engineer estimated that the probable total cost of the Rehabilitation Project would be \$661,953; and

WHEREAS, GHI submitted a proposal to combine the Repair Project with the Rehabilitation Project which decreases costs to the City associated with the Project, including decreased mobilization costs; and

WHEREAS, GHI submitted a proposal to the City to complete the Rehabilitation Project for total estimated cost of \$443,362.75; and

WHEREAS, combining the Repair Project and the Rehabilitation Project allows the City to complete the Rehabilitation Project by relying on Sierra Northern Railroad's contractor, decreasing the City's liability for any issues or interruptions to railroad service and avoids the costly and time-consuming process of securing encroachment permits from Sierra Northern Railroad which would be required if the Rehabilitation Project is done separately.

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

1. Pursuant to Sonora Municipal Code sections 3.60.110 and 3.60.120 as well as Public Contract Code section 22000 et seq., the City Council finds that the City may rely on the sole source exemption for the Rehabilitation Project for the following reasons:

- a. GHI, as an already mobilized vendor for the Sierra Northern Railroad Repair Project, will result in decreased costs by combining the Repair Project and the Rehabilitation Project;
 - b. GHI is the only contractor that allows the City decrease possible liability and permit costs required by Sierra Northern Railroad by combining the Repair Project and the Rehabilitation Project;
 - c. Compliance with the typical procurement procedures is not in the best interest of the City because it will increase cost and possible liability for the City.
2. The City Council approves the construction services agreement with GHI and authorizes the City Manager to enter the agreement with GHI, attached as Exhibit A.
3. The City Council approves Task Order #25-2 in the amount of \$196,000 for Dewberry Engineering, Inc. to prepare contract documents (plans and cost estimate) and perform construction engineering, construction management and materials testing for the Rehabilitation Project, attached as Exhibit B.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora at a regular meeting held on the 7th day of October 2024, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Signed and Dated:

ATTEST:

Tracy Skelly
Sonora City Clerk

Ann Segerstrom
Mayor of the City of Sonora

September 30, 2024

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

Subject: Task Order No. 25-2 Hospital Road Rehabilitation Engineering Services

Dear Ms. Eads,

Thank you for the opportunity to submit this Task Order to provide design, construction engineering, construction inspection/materials testing, and survey monument preservation for the roadway reconstruction of Hospital Road.

Project Understanding

Hospital Road between Washington Street and Mono Way is in an advanced state of degradation with large areas of full road structural section failure. The condition of this portion of the road has the potential to cause damage to vehicles traveling through this area. Sierra Northern Railroad is scheduled to replace the at-grade crossing on Hospital Road in the Fall of 2024 and repair the damage caused by the recent train derailment along Hospital Road that occurred in late January of 2024. It would be in the best interest of the City of Sonora to join forces with Sierra Northern Railroad to reconstruct Hospital Road to the limits described and provide a complete project.

Scope of Work

Task 1 - Prepare Contract Documents

- Prepare and deliver Final Plans for the Project
- Prepare and deliver Project Construction Cost Estimate

Task 2 - Construction Engineering

- Respond to Requests for Information
- Provide Design Clarifications as necessary during construction
- If required, prepare project addendum for project changes
- Prepare post-construction Records Drawings

Task 3 - Construction Management

- Provide the necessary personnel, inspection staff, equipment and transportation to facilitate the performance of the intended construction management and inspection services
- Ensure that the construction contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory/resource agency permits, and orders as provided by the contract
- Ensure compliance with approved Quality Assurance Program (QAP)
- Ensure Project construction is completed in accordance with approved plans, specifications, and estimate (PS&E) and referenced standards.

Task 4 - Materials Testing

- Provide all compaction testing per plans and Caltrans specifications
- Provide all quality assurance testing and sampling as required by Caltrans guidelines
- Take samples and perform field/source- controlled tests of construction materials for quality assurance in accordance with California Test Methods (CTMs) and/or the American Society for Testing Materials (ASTM) procedures.

Task 5 - Survey Monument Preservation

- Conduct research of the filed for record parcel maps, final maps, record of surveys, corner records, and vertical benchmarks in the City of Sonora to determine the number of protected (monuments in monument wells) and non-protected monuments (monuments not in monument wells) within the designated project area
- Visually verify in the field the number of protected and non-protected monuments within the project area
- Attempt to locate the monuments with a metal detector if said monuments are not visible on the pavement surface
- Perform survey monument preservation in accordance with the California Business and Professions Code, Section 8771

Fee for Services

Task 1 - Prepare Contract Documents = \$90,000

Task 2 - Construction Engineering = \$12,000

Task 3 - Construction Management = \$59,000

Task 4 - Materials Testing = \$15,000

Task 5 - Survey Monument Preservation = \$20,000

Sincerely,

Approved by:

Mike Pugh, PE
Contract Manager
Associate Vice President

Melissa Eads
City Administrator
City of Sonora

**AGREEMENT BETWEEN THE CITY OF SONORA
and
G. HEDGECOCK, INC.
for
CONSTRUCTION SERVICES**

City Project No. _____

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this 7th day of October 2024, by and between the CITY OF SONORA, a California municipal corporation (“City”) and G. HEDGECOCK, INC. (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the rehabilitation of streets and highways to address needed improvement of Hospital Road as part of a larger repaving effort based on a January 2024 train derailment (the “Project”).

B. The Project involves the expenditure of funds in excess of Two Hundred Twenty Thousand Dollars (\$220,000.00) and constitutes a “public project” pursuant to Public Contract Code section 22002.

C. Contractor has made a proposal to City to provide construction services which is attached hereto as **Exhibit A** and incorporated herein (“Services”).

D. City has determined it is necessary and desirable to employ the services of Contractor to perform repair work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq., Public Contract Code section 22000 et seq., and Sonora Municipal Code 3.60.110; specifically, on October 7, 2024, at a duly noticed meeting of the City Council of the City of Sonora, City Council determined that a sole source exemption was justified for this Contractor because their proposal decreased cost and liability to the City. Furthermore, compliance with typical procedures would not in the best interest of the City.

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 18 of this Agreement, Sections 1 through 18 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 Contractor completes performance of the Services (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services described in **Exhibit A**. Contractor shall not receive additional compensation for the performance of any Services unless they are included in **Exhibit A**, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the City 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 City Administrator.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within thirty (30) 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.

Section 6. Disputes Pertaining to Payment for Work. Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Agreement, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

Section 7. 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 **Exhibit A** and that all of its work will be performed in accordance with the 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) *Authority.* Contractor represents that it possesses the necessary licenses, permits, and 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, including registration for public works projects with the Department of Industrial Relations.

(d) *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.

(e) *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 Stanislaus County Clerk disclosing their financial interests.

(f) *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.

Section 8. 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 Americans with Disabilities Act, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. 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

{CW142332.1}

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 9. 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 10. Inspection and Testing by City. Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Where work is required to be specially tested or approved, it shall not be tested or covered up without timely written notice to City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at Contractor's expense.

Section 11. 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.

Section 12. 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 13. Termination by Default. If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving

{CW142332.1}

written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered hereunder by Contractor, and bears to the total Services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by City by virtue of any breach of this Agreement by Contractor.

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

(b) If City terminates this Agreement before City issues the 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 the 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 14. 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 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 15. 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 Contractor will provide the City with written proof of 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 no less than Two Million Dollars

(\$2,000,000.00).

(b) *Workers' Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the California Labor Code.

(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.

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

(e) *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 16. 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 that arise out of, pertain to 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"). 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 by the sole 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.

Section 17. 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
Attn: City Administrator
94 North Washington Street
Sonora, CA 95370

With courtesy copies to: White Brenner LLP
Attn: Nubia Goldstein, City Attorney
1608 T Street
Sacramento, CA 95811

If to Contractor: G. Hedgecock, Inc.
2737 Nathan Ave., Suite A
Modesto, CA 95354

Section 18. 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) *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.

(d) *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.

(e) *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.

(f) *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.

(g) *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 {CW142332.1}

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.

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

(i) *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, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

(k) *Venue.* Venue for all legal proceedings shall be in the Superior Court of the State of California in and for the County of Stanislaus.

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

(m) *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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

_____,

**CITY OF SONORA, a California
municipal corporation**

By: _____

By: _____
Melissa Eads, City Administrator

Print Name _____

Date: _____

Title: _____

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

DIR Registration Number:

Nubia Goldstein, City Attorney

Attach Contractor's Seal Here:

EXHIBIT A
Services



CSL#488766

2737 Nathan Ave., Suite A
Modesto, CA 95354

209.522.3876
Fax: 209.522.3109

PROPOSAL

Sep-17-2024

Name Sierra Northern Railroad
Address 1745 Enterprise Blvd.
City West Sacramento

Attn: Kenneth H. Beard IV
Project Hospital Road Paving
Location Hospital Road, Sonora
Fax #

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in a quality workmanlike manner the following:

#1	Grind and export approximately 39,750 s.f. of asphalt. Move and export 970 c.y. of dirt to make grade. Adjust existing utility covers to grade. Fine grade and install 39,750 s.f. - 3" asphalt over 8" roadbase. Install thermo striping.	\$443,362.75
#2	OPTION - Provide vac truck services for utility locating if required. Daily rate.	\$6,440.00

Budget Figures Only

Plans by City of Sonora - 9/6/24
Specs City of Sonora - 9/6/24
Soils Report None Provided
Mobilizations = 3 Phases Included

Terms of payment : Net 10th
This proposal is void if not accepted within 30 days.



2737 Nathan Ave., Suite A
Modesto, CA 95354

209.522.3876
Fax: 209.522.3109

PROPOSAL

CSL#488766

Sep-17-2024

Conditions and Exclusions:

No permits or fees included. No staking or bonds included.
No import or export included unless specified. No overexcavation/recompaction unless specified.
No grading for concrete unless specified. If grading is included, it is only for concrete directly contacting GHI's asphalt.
No demolition or clearing included. No grading for landscaping included.
No erosion control included. GHI will not be responsible for any hazardous or contaminated material.
No offhaul of underground or footing spoils included. No de-watering included.

PRICE ESCALATION: Customer acknowledges that national and regional supply shortages for the raw material necessary for the production and delivery of the Material may occur and that the price for oil, liquid propane, gasoline, diesel, natural gas, and electricity (collectively "Fuel") as well as liquid asphalt, Portland cement, and lime (collectively "Elements") may increase during the term of this proposal and or contract. In the event that the GHI incurs cost increase(s) in Fuel or Elements such that if the purchase price of any Material to be supplied under this Proposal or Contract is increased to reflect the same cost increase incurred by GHI for the Fuel and Elements of that Material and would result in an increase in the price of said Material of greater than (I) 5% for the aggregate type Material; (II) 1% for asphaltic concrete type material; or (III) 4% for Portland cement type Material, then Customer and GHI shall negotiate to mutually agree upon a revised price for the Material yet to be delivered under this Proposal or Contract. If the parties cannot agree upon a revised price for such Material, then either Party may, upon two (2) days written notice, terminate this Proposal or Contract as to any material not delivered and or placed to Customer as of the date of termination.

In the event of any conflict between the language of a contract or other document prepared as a result of this proposal and the language of this proposal, the language of this proposal including but not limited to any conditions or exclusions, shall control.

WARNING: Concrete, asphalt, and aggregates contain Crystalline Silica (Quartz). Crystalline Silica is a common, naturally occurring mineral found in sand and rock. Prolonged and repeated breathing of Crystalline Silica dust may cause respiratory and other health problems, including lung disease, silicosis and cancer, which may result in permanent injury or death. Before using or handling these products, read the Material Safety Data Sheet for more detailed information, including information on appropriate respiratory protection. MSDS sheets can be obtained from GHI's office.

Proposition 65 Notice: Construction materials, including concrete, asphalt, and aggregates, may contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

Asphalt price is figured at \$74.00 / ton F.O.B. plant.
Water meter and source to be provided for GHI use by owner or general contractor.
Proposal assumes water source will be within 1/4 mile of job site location.
All existing utilities to be removed/adjusted/relocated by others if required.

Respectfully submitted,

Acceptance

By _____
Jake Avila

By _____
Kenneth H. Beard IV

DRAFT ENGINEER'S ESTIMATE OF PROBABLE COST					
Hospital Road Rehabilitation - S. Washington to 110' Past 2nd Crossing					
Date of Estimate: 9/17/2024 Estimated Year of Construction: 2025					
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization/Demobilization	LS	1	\$ 42,000.00	\$ 42,000.00
2	Traffic Control System	LS	1	\$ 31,500.00	\$ 31,500.00
3	Adjust Utility To Grade	EA	5	\$ 1,500.00	\$ 7,500.00
4	Hot Mix Asphalt (Type A)	TON	740	\$ 315.00	\$ 233,100.00
5	Class 2 Aggregate Base	CY	975	\$ 180.00	\$ 175,500.00
6	Thermoplastic Striping	LF	260	\$ 3.50	\$ 910.00
7	Thermoplastic Pavement Markings	SF	403	\$ 5.00	\$ 2,014.00
SUBTOTAL					\$ 492,524.00
DESIGN CONTINGENCY		20%			\$ 98,505.00
TOTAL ESTIMATED CONSTRUCTION HARD COSTS					\$ 591,029.00
CONSTRUCTION SOFT COSTS					
CONSTRUCTION ENGINEERING SUPPORT			2%	\$	11,821.00
CONSTRUCTION MANAGEMENT & INSPECTION			10%	\$	59,103.00
TOTAL CONSTRUCTION SOFT COSTS				\$	70,924.00
TOTAL COST OF CONSTRUCTION				\$	661,953.00



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: October 7, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Mike Pugh, City Engineer, Dewberry Engineering, Inc.
Melissa Eads, City Administrator

SUBJECT: Consider Approval of Dewberry Engineers Inc. (Dewberry) Task Order #25-3 in the Amount of \$10,802 to Perform Pre-Work To Apply For Federal Building Resilient Infrastructure & Communities (BRIC) Funding or State Hazard Mitigation Grant Program (HMGP) Funding

RECOMMENDATION:

Consider approval of Dewberry's Task Order 25-3 in the amount of \$10,802 to perform the application pre-work to make the much-needed Sonora Main Drain replacement project more competitive for either Federal Building Resilient Infrastructure & Communities (BRIC) funding or State Hazard Mitigation Grant Program (HMGP) funding.

BACKGROUND:

The Sonora Main Drain is over 100 years old. Based on an assessment inspection conducted in June and July of 2023, as summarized in the Main Drain Field Inspection and Assessment Report dated August 2023, the Sonora Main Drain is in need of replacement. The estimated total replacement cost is \$8,090,000. A 10-year staging program has been developed to help with the project affordability.

DISCUSSION / ANALYSIS:

To start the implementation of this project, grant funding is needed. After discussion with CAL OES through a project scoping meeting, it was determined that the replacement of the Sonora Main Drain would potentially qualify for funding from either the Federal BRIC or State HMGP grant programs. However, during the scoping meeting it became evident that some prework would be needed to help make the grant application for the Sonora Main Drain project more competitive.

The proposed scope of work in Task Order 25-3 would provide the pre-work needed to collect data and information to position the replacement of the Sonora Main Drain for grant funding. This pre-work would describe the current flood risk of the Sonora Main Drain, by highlighting past flood issues, surveying property owners adjacent to the Sonora Main Drain to collect information concerning past flooding problems and current flooding concerns, developing mapping showing flood risks and potential flood damage, and preparing the "Notice of Interest" document for grant funding for submission to the State of California.



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FISCAL IMPACT:

The total fiscal impact is \$10,802.55. This is an approved capital improvement project that was approved at the June 17th, 2024, City Council Meeting as part of the Fiscal Year 24/25 budget. A total of \$280,000 was allocated from the General Fund for the preliminary phases of the Sonora Main Drain improvement project.

ATTACHMENTS:

Task Order No. 25-3 Sonora Main Drain Grant Application Pre-Work

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

September 30, 2024

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

Subject: Task Order No. 25-3 Sonora Main Drain Grant Application Pre-Work

Dear Ms. Eads,

Thank you for the opportunity to submit this Task Order to perform the application pre-work to make the much-needed Sonora Main Drain replacement project more competitive for either Federal Building Resilient Infrastructure & Communities (BRIC) funding or State Hazard Mitigation Grant Program (HMGP) funding.

Project Understanding

The Sonora Main Drain is over 100 years old. Based on an assessment inspection conducted in June and July of 2023, as summarized in the Main Drain Field Inspection and Assessment Report dated August 2023, the Sonora Main Drain is in need of replacement. The estimated total replacement cost is \$8,090,000. A 10-year staging program has been developed to help with the project affordability.

To start the implementation of this project, grant funding is needed. After discussion with CAL OES through a project scoping meeting, it was determined that the replacement of the Sonora Main Drain would potentially qualify for funding from either the Federal BRIC or State HMGP grant programs. However, during the scoping meeting it became evident that some prework would be needed to help make the grant application for the Sonora Main Drain project more competitive.

Scope of Work

The following scope would provide the pre-work needed to collect data and information to position the replacement of the Sonora Main Drain for grant funding. This pre-work would describe the current flood risk of the Sonora Main Drain, by highlighting past flood issues, surveying property owners adjacent to the Sonora Main Drain to collect information concerning past flooding problems and current flooding concerns, developing mapping showing flood risks and potential flood damage, and preparing the "Notice of Interest" document for grant funding for submission to the State of California.

The proposed scope of work is broken down into the following tasks:

Task 1 – MetroQuest On-Line Survey

- Prepare an electronic MetroQuest survey to retrieve information from the community.
- The link to the MetroQuest survey would be provided on the Public Information Flyer (Task 2) and City website.

Task 2 – Public Information Flyer

- Prepare a public information flyer explaining the need for the replacement of the Sonora Main Drain and requesting public input.

Task 3 – Mail Flyer to Property Owners

- Mail the flyers prepared in Task 2 to an agreed upon list of property owners adjacent to the Sonora Main Drain.

Task 4 – Phone Call Follow Up with Property Owners

- Make phone calls to the property owners who responded to the Public Information Flyer (Task 2) or made contact about the project during the Public Open House / Drop-In Event (Task 5)

Task 5 – Public Open House / Drop-In Event

- Organize and conduct a Public Open House / Drop-In Event to inform the public about the need to for the replacement of the Sonora Main Drain and seek input.

Task 6 – GIS Mapping – Damage Extend & Common Grant Exhibits

- Prepare mapping to depict flood damage associated with the current condition of the Sonora Main Drain
- Preparing common grant mapping exhibits to highlight community types that would be affected by flooding.

Task 7 – Notice of Interest

- Prepare the Notice of Interest document for submission to the State of California stating the City of Sonora’s interest in applying for grant funds.

Fee:**Not to Exceed \$10,802**

Sincerely,

Approved by:

Mike Pugh, PE
Contract Manager
Associate Vice President

Melissa Eads
City Administrator
City of Sonora



Main Drain - FEMA/HMPG Pre-Grant Work

City of Sonora

Dewberry Engineers Inc.

Prime

					Project Manager Michael Pugh	Sr. Engineer Rebecca Neilon	Engineer Danacka Whittington	Clerical Rosina Avila	TASK HOURS	ODC	TASK COSTS
					Loaded Rate:	\$257.00	\$208.65	\$131.25			
1.0	Gant Pre-positioning										
1.0	MetroQuest On-Line survey	2	1	4		7		\$1,247.65			
2.0	Public Information Flyer (QR Code to survey & Project Contact Info)	2	1	4		7		\$1,247.65			
3.0	Mail Flyer to Property Owners			4	2	6	\$50.00	\$816.50			
4.0	Phone Call Follow Up with Property Owners			4		4		\$525.00			
5.0	Public Open House / Drop-In Event	4	4	8		16		\$2,912.60			
6.0	GIS Mapping - Damage Extent & Common Grant Exhibits		1	8		9		\$1,258.65			
7.0	Notice of Interest	4		12	2	18		\$2,844.50			
Total Task 1		12	7	44	4	67	\$50.00	\$10,852.55			
TOTAL DIRECT LABOR HOURS		12	7	44	4	67		\$10,802.55			
TOTAL PROJECT COST										\$10,802.55	