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 06, 2025
5:00 PM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on October 6, 2025, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

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

Public Access Audio and Video Live Streaming

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

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

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

Mayor Ann Segerstrom

Vice Mayor Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Melissa Eads

City Attorney Douglas White

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

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CLOSED SESSION - 4:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

4. **ADJOURN INTO CLOSED SESSION**

   A. Conference with Labor Negotiators (Gov. Code Section § 54957.6): Agency Designated Representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Employee Organization: Sonora Police Officers' Association (SPOA).

   B. Threat to Public Services or Facilities (Gov. Code, § 54957): Consultation with: Douglas L. White, City Attorney; Melissa Eads, City Administrator; and Turu VanderWiel, Chief of Police.

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

   D. Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation Pursuant to Paragrah (2) of Subdivision (d) of Section 54956.9: 1 Potential Case. Rachel Rappaport, City Attorney, Tyler Summersett, Community Development Director.

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.

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

12. PRESENTATIONS

A. Receive an Update from Tuolumne County District 1 Supervisor Mike Holland; Melissa Eads, City Administrator.

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 Meeting Minutes from August 18, 2025, and September 2, 2025; Stacy Del Razo, Deputy City Clerk.

B. Consider Adoption of Resolution No. 10-06-2025-A Approving Side Letters to the Memorandum of Understanding (MOUs) with the Sonora Employees Association (SEA) and the Sonora Police Officers Association (SPOA) to Comply with California Code of Regulations (CCR) sections 571 and 571.1, and Resolution No. 10-06-2025-B Approving Updated Salary Range Tables for Each Group Reflecting Accurate Reporting of Compensation to CalPERS; Chris Gorsky, Assistant City Administrator, Tracy Skelly, Administrative Services Officer/City Clerk.

C. Authorize Placement of a Proclamation Condemning Violence and Promoting Respectful Dialogue to the October 20, 2025, City Council Agenda; Stephen Opie, Councilmember.

14. PUBLIC HEARINGS

A. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 909 of the Sonora City Council Clarifying Ordinance No. 905; Repealing Chapter 8.30, Emergency Services; and Repealing and Replacing Chapter 2.28, Emergency Services (Reserved) of the Sonora Municipal Code; Doug White, City Attorney, Tracy Skelly, City Clerk.

B. Waive First Reading, Read by Title Only, and Introduce an Ordinance No. 910 of the Sonora City Council Repealing and Replacing Section 8.40.010, Fire Hazard Severity Zones, of Section 8.40, Fire Hazard Severity Zones, of Title 8, Health and Safety, of the Sonora Municipal Code to Align with Ordinance No. 906; Doug White, City Attorney, Tracy Skelly, City Clerk.

C. Consider Recommendation to Formally Dissolve Four (4) City Commissions/Committees; Josh Varinsky, City Attorney, Melissa Eads, City Administrator.

1. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 911 of the Sonora City Council Amending Chapter 12.20, Shade Trees and Shrubs, of Title 12, Streets and Sidewalks, of the Sonora Municipal Code to Dissolve the City Tree and Landscaping Board.

2. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 912 of the Sonora City Council Amending Sections 2.36.040, Management and Supervision, 2.36.060, Superintendent – Purchases; City Council Approval, and 2.36.130, Grave Markers – Requirements, of Chapter 2.36, Cemeteries, Of Title 2, Administration and Personnel, of the Sonora Municipal Code to Dissolve the Cemetery Committee.

3. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 913 of the Sonora City Council Repealing Chapter 10.24, Parking and Traffic Commission, of Title 10, Vehicles and Traffic, of the Sonora Municipal Code to Dissolve the Parking and Traffic Commission.

4. Adopt Resolution 10-06-2025-C Dissolving the Parks, Recreation, and Beautification Committee.

5. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 914 of the Sonora City Council Amending Sections 17.33.050 Administration, and 17.33.030, Land Use Plan, of Chapter 17.33, Commercial Specific Plan, of Title 17, Zoning, of the Sonora Municipal Code.

15. UNFINISHED BUSINESS

A. Consider Approval of the Solid Waste Franchise Agreement to California Waste Recovery Systems, LLC (Cal-Waste) for Subscription-Based Solid Waste, Recycling, and Green Waste Collection and Management Services; Carlye Buchholz, P.E., P.L.S., City Engineer

B. Receive a Presentation on the Gold Rush Path Phase 1 Project Progress Update; Mike Pugh, City Engineer.

16. NEW BUSINESS

A. Consider Approval of $55,528 for the Repair of the Known Storm Drain Between 191 Elk Drive and 207 Elk Drive Utilizing on On-Call Contractor Njirich and Sons, with the Ability to Authorize Additional Funds to Replace Unidentified Damage, as Necessary. Carlye Buchholz, City Engineer.

B. Receive a Presentation on Three (3) Potential Grant Opportunities for the City of Sonora: an Evacuation Route Improvement Plan, the Sonora Creek Restoration and Parking Lot Removal & Replacement Plan, and the Downtown Walkability Plan, with Direction to Support Grant Writing Efforts, Including a Budget Amendment and Task Order in the Amount of $75,000. Rebecca Neilon, Grant Writer and Funding Specialist.

17. COUNCIL MEMBER REPORTS

18. ADJOURNMENT

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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 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Receive an Update from Tuolumne County District 1 Supervisor Mike Holland.

RECOMMENDATION:

Receive an Update from Tuolumne County District 1 Supervisor Mike Holland.

DISCUSSION / ANALYSIS:

District 1 Supervisor Mike Holland will Present to the City Council an Update on County-wide Issues 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 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Stacy Enos-Del Razo, Deputy City Clerk

SUBJECT: Meeting Minutes from August 18, 2025, and September 2, 2025.

RECOMMENDATION:

Consider Approval of the Meeting Minutes from August 18, 2025, and September 2, 2025.

DICUSSION / ANALYSIS:

Staff Recommends that the City Council Approve the Meeting Minutes from August 18, 2025, and September 2, 2025.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

Meeting Minutes from August 18, 2025, and September 2, 2025.

CORE COUNCIL PRIORITIES:

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

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, August 18, 2025
5:00 PM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on August 18, 2025, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

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Mayor Ann Segerstrom

Vice Mayor Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Melissa Eads

City Attorney Douglas White

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CLOSED SESSION - 4:00 PM

CALL TO ORDER

Called to order at 4:01 PM.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Vice Mayor Andy Merrill
Councilmember Bess Levine
Councilmember Stephen Opie
Councilmember Mark Plummer

PUBLIC COMMENTS

No public comment.

ADJOURN INTO CLOSED SESSION

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

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

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

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

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:00 PM.

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

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.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Vice Mayor Andy Merrill
Councilmember Bess Levine
Councilmember Stephen Opie
Councilmember Mark Plummer

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Friday, August 15, 2025, at 1:17 PM.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT (NON-AGENDA ITEMS)

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PRESENTATIONS

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

   Turu VanderWiel Police Chief recognized Cathy and Mike for their donation; presented Ridge to the Council, wearing his Canine Ballistic Vest; and gave a brief explanation of the need for the Ballistic Vest.

   Councilmembers made comments an thanked Friends of Sonora Police Department.

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CONSENT CALENDAR

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

7. Consider Approval of Disbursements in the Amount of $327,395.68, and $249,207.10 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay; Tracy Skelly, Administrative Services Officer/City Clerk.

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

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

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

    Councilmember Mark Plummer requested to pull Item 10.

    Councilmembers discussed and made comments.

    Melissa Eads City Administrator made comments.

    No public comment.

    Motion made by Councilmember Mark Plummer for the Council to retroactively support the Letter of Support Sent to the Department of Forestry and Fire Protection (CAL FIRE) Wildland Prevention Program, Seconded by Vice Mayor Andy Merrill. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Andy Merrill, Councilmember Bess Levine, Councilmember Stephen Opie, Councilmember Mark Plummer

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

    Motion made by Councilmember Mark Plummer to Approve Items 6, 7, 8, 9 and 11, Seconded by Councilmember Stephen Opie. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Any Merrill, Councilmember Bess Levine, Councilmember Stephen Opie, Councilmember Mark Plummer

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PUBLIC HEARINGS

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

    Gary Carlson Interim Fire Chief reviewed the Updated Defensible Space Ordinance.

    Councilmembers made comments and discussed with the Interim Fire Chief.

    Rocky Rozadilla owner Rocky's Tree Care addressed the Interim Fire Chief and Council.

    Mayor Ann Segerstrom made additional comments.

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

NEW BUSINESS

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

    Mike Pugh Dewberry Engineers Inc./City Engineer presented Task Order 25-3 to Provide Project Oversight for the North-South Connector Project Initiation Document Project.

    No public comment.

    Councilmembers discussed and made comments.

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

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

    Josh Varinsky City Attorney explained the four Commissions/Committees to formally be dissolved.

    Melissa Eads City Administrator made additional comments.

    Councilmembers shared comments and concerns.

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Sharon Maravich made comments and shared her concerns.

Council members made additional comments.

Melissa Eads City Administrator made additional comments.

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

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

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

    Tyler Summersett Community Development Director presented the appointment of Curtis Wicks to the Planning Commission for a four-year term.

    No public comment.

    Councilmembers thanked Mr. Wicks.

    Tyler Summersett Community Development Director presented the re-appointment of Nathan Morales to the Planning Commission for a four-year term.

    Councilmembers are happy with the re-appointment.

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

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

    Tyler Summersett Community Development Director presented the (Low) Bid Award too Baldwin Construction for the Public Works Maintenance Yard Structure Project.

    No public comment.

    Councilmembers made comments.

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

COMMUNICATIONS

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

COUNCIL MEMBER REPORTS

Councilmember Stephen Opie attended YES Council.

Councilmember Bess Levine had nothing to report.

Vice Mayor Andy Merrill informed those in attendance the Committee on Homelessness is looking for a District 1 representative, and ATCAA is looking for a representative from the private sector or lived experience; shared information on the Homelessness Committee; TCTC (Tuolumne County Transportation Council); and ATCAA (Amador Tuolumne Community Action Agency).

Councilmember Mark Plummer attended TCTC.

Mayor Ann Segerstrom attended National Night Out; the Sierra Business Council gathering and mixer; met the President of Columbia College Chad Redwing; and attended the League of California Cities.

ADJOURNMENT

Adjourned at 6:40 PM.

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CITY OF SONORA
City Council Regular Meeting
Minutes
Tuesday, September 02, 2025
5:00 PM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on September 2, 2025, 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 Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Melissa Eads

City Attorney Douglas White

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OPEN SESSION - 5:00 PM

Called to order at 5:02 PM.

PLEDGE OF ALLEGIANCE

Councilmember Mark Plummer led the Pledge of Allegiance.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Vice Mayor Andy Merrill
Councilmember Bess Levine
Councilmember Stephen Opie
Councilmember Mark Plummer

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Friday, August 29, 2025, at 12:30 PM.

APPROVAL OF THE AGENDA

Mayor Ann Segerstrom stated, due to the critical fire situation, it has been recommended to move all of the Items except the Consent Calendar and New Business to the next meeting on September 15th.

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

PUBLIC COMMENT (NON-AGENDA ITEMS)

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No public comment.

PRESENTATIONS

1. Receive a Presentation from the Sierra Nevada Energy Watch (SNEW) Program Staff Outlining Benchmarking Completed for the City of Sonora; Tyler Summersett, Community Development Director.

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CONSENT CALENDAR

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2. Consider Approval of the Meeting Minutes from August 4, 2025; Stacy Enos-Del Razo, Deputy City Clerk.

3. Waive Second Reading, Read by Title Only, and Adopt the Updated Defensible Space Ordinance No. 907**,** Modifying and Updating Chapter 8.12.010-8.12.090 of the Sonora Municipal Code; Gary Carlson, Interim Fire Chief**.**

4. Receive a Proclamation Recognizing National Suicide Prevention Week and National Suicide Prevention Month in Observance of 988 Day; Andy Merrill, Vice Mayor.

5. Consider Approval of Dewberry Engineers Inc. (Dewberry) Task Order No. 26-04 Mobile LiDAR Database and Pavement Condition Index (PCI) Reporting in the Amount of $62,892.88 for Engineering and Surveying Services to Generate a Mobile LiDAR Database of All City-Owned Streets within the City of Sonora and to Prepare a PCI Assessment for Each Street; Melissa Eads, City Administrator, Mike Pugh, City Engineer.

6. Consider Approval of Dewberry Engineers Inc. team (Dewberry) Task Order No. 26-05 Church Street Slope Stabilization Engineering Services in the Amount of $40,900 for Engineering, Geotechnical, and Surveying Services to Stabilize the Failing Slope Near 85 E. Church Street; Melissa Eads, City Administrator, Mike Pugh, City Engineer.

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

NEW BUSINESS

7. Consider Approval of a New Two-Year Memorandum of Agreement with Columbia College to use Dragoon Gulch as an Extension of the Campus Learning Environment for the Sierra Forestry Corp Program to Learn and Practice Forestry Management Skills; Tyler Summersett, Community Development Director.

Tyler Summersett Community Development Director presented the new Two-Year Memorandum Agreement with Columbia College to use Dragoon Gulch as an Extension of the Campus Learning Environment for the Sierra Forestry Corp Program to Learn and Practice Forestry Management Skills.

Councilmembers made comments.

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

8. Consider Approval of the Solid Waste Franchise Agreement to California Waste Recovery Systems, LLC (Cal-Waste) for Subscription-Based Solid Waste, Recycling, and Green Waste Collection and Management Services; Carlye Buchholz, P.E, P.L.S, City Engineer.

Carlye Buchholz, City Engineer reviewed with the Council the proposals that were received, the two that qualified, and the scoring; the residential rates; commercial rates garbage; commercial rates, recycling and recycling revenue sharing; proposed franchise fee to the City; value added services; quality of service; efficiency; exceptions to the RFP (Request For Proposals); and addressed concerns from the public.

Representatives from Waste Management, a local business owner, and the Tuolumne County Solid Waste Director offered comments. Members of the public also addressed the Council.

Councilmembers discussed the proposals and requested clarifications from staff and Waste Management. The City Attorney advised on protocol for public comment and provided legal guidance. The City Administrator and Mayor offered additional remarks.

Following further discussion and clarifications by the City Engineer, City Administrator, and Waste Management representatives, the Council deliberated on the franchise agreement.

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

COUNCIL MEMBER REPORTS

9. Receive a Letter to All Councilmembers from Waste Management: Request for Proposals for Solid Waste, Recycling, and Green Waste Collection and Management Services.

COUNCIL MEMBER REPORTS

ADJOURNMENT

Adjourned at 6:35 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).

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

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

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: October 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer
Chris Gorsky, Assistant City Administrator

SUBJECT: Consider Adoption of Resolution No. 10-06-2025-A Approving Side Letters to the Memorandum of Understanding (MOUs) with the Sonora Employees Association (SEA) and the Sonora Confidential Employees Association (SCEA) to Comply with California Code of Regulations (CCR) sections 571 and 571.1, and Resolution No. 10-06-2025-B Approving Updated Salary Range Tables for Each Group Reflecting Accurate Reporting of Compensation to CalPERS.

RECOMMENDATION:

Consider Adoption of Resolution No. 10-06-2025-A Approving Side Letters to the Memorandum of Understanding (MOUs) with the Sonora Employees Association (SEA) and the Sonora Police Officers Association (SP**O**A) to Comply with California Code of Regulations (CCR) sections 571 and 571.1, and Resolution No. 10-06-2025-B Approving Updated Salary Range Tables for Each Group Reflecting Accurate Reporting of Compensation to CalPERS.

BACKGROUND:

The City of Sonora is a participating agency in the California Public Employees' Retirement System (CalPERS). Under CalPERS regulations—specifically CCR §571 (applicable to classic members) and §571.1 (applicable to PEPRA members)—only compensation that is properly defined, agreed upon, and publicly posted may be reported for retirement purposes.

To ensure full compliance, the City conducted a review of its pay schedules and compensation reporting practices. As a result, staff has worked with both SEA and SPOA to develop side letters clarifying which pay elements are reportable to CalPERS. In conjunction, the City has updated the official salary range tables to reflect accurate base salary data for each classification, and required CalPERS-compliant formatting for transparency and audit readiness.

DISCUSSION / ANALYSIS:

The side letters ensure that all reportable compensation items are clearly defined and mutually agreed upon, in line with CalPERS standards. These agreements do not introduce any new compensation but instead formalize existing practices to improve transparency and avoid compliance risks.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

The updated salary range tables have been reformatted to meet CalPERS' requirement for a "publicly available pay schedule," including:

- Clear job titles and classification listings
- Monthly and hourly base salary figures
- Consistent date of Council adoption

Both associations have reviewed and accepted the proposed side letters and revised pay schedules. These updates reflect administrative and compliance corrections only—there are no fiscal changes resulting from these actions.

FISCAL IMPACT:

There is no fiscal impact associated with this action. The updates are administrative in nature and intended to ensure continued compliance with CalPERS rules.

ATTACHMENTS:

1. Side Letters – Sonora Employees Association, FY2021-2025
2. Side Letters – Sonora Police Officers Association, FY2021-2025 and FY2024-2029
3. Updated Salary Range Table – Sonora Employees (Miscellaneous)
4. Updated Salary Range Table – Police Officers
5. Resolution 10-06-2025-A – Approving Side Letters
6. Resolution 10-06-2025-B – Approving Salary Tables

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

Letter of Agreement
Between
The City of Sonora
And
Sonora Employees Association (SEA)

Regarding FY **2021–2025 Sonora Employees' Association ("SEA") Memorandum of Understanding ("MOU")** Sections: Longevity – Section 2 – Increase Within Range; Payment For Licenses, Certifications, and Degrees – Section 17

This Letter of Agreement is entered into by and between the City of Sonora ("City") and the Sonora Employees Association ("SEA"), collectively referred to as "the Parties."

The purpose of this Agreement is to clarify specific provisions within the FY 2021–2025 Memorandum of Understanding (MOU) to ensure that certain forms of compensation meet the criteria for reportable "Special Compensation" under the California Code of Regulations (CCR), Title 2, Sections 571 (Classic Members) and 571.1 (PEPRA Members) in conformity with past practice of the Parties, and to reaffirm the City's and SEA's mutual intent that these benefits are administered in compliance with applicable CalPERS rules.

Sections Clarified:

- **Section 2 – Longevity Pay**
- **Section 17 – Education Incentive**

The Parties agree to amend the Sections at issue as follows:

SECTION 2 - INCREASE WITHIN RANGE – LONGEVITY

B (4). Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service at the City (from the service date), and each five (5) years of continuous service thereafter. Such benefit shall be at two and one-half percent (2.5%) of the adjusted base pay for each five-year increment. The longevity benefit is automatic and is not based on merit. Percentages shall be compounded.

Each 2.5% longevity increase is applied to the adjusted base pay. Percentages shall be compounded, as illustrated in the following examples:

10-Year Longevity: $50,000 x 2.5% = $1,250. Adjusted Salary = $51,250
15-Year Longevity: $51,250 x 2.5% = $1,281.25. Adjusted Salary = $52,531.25
20-Year Longevity: $52,531.25 x 2.5% = $1,313.28. Adjusted Salary = $53,844.53

SECTION 17. PAYMENT FOR LICENSES, CERTIFICATIONS, AND DEGREES

1. Subject to the limitations below, the City agrees to provide an increase to Association employees' adjusted base pay as an education incentive. Employees shall receive compensation for educational achievements that enhance their ability to perform their job duties. Degrees and certificates must be approved through a formal evaluation program and must not be required for the employee's current job classification. The following achievements shall be eligible for a 2.5% compounding pay increase are as follows:

- Associate's Degree
- Bachelor's Degree
- Master's Degree
- *Class B Commercial License
- I.S.A. Arborist
- State of California Pest Control Advisor's License
- State of California Pesticide Applicators License
- CalTrans Traffic Signal
- Small Engine Mechanic
- **Fire Mechanic

*To qualify, existing employees must also possess a "Tank Endorsement" and must have no restriction on transmissions or brakes. There will be a maximum of three (3) Class B Commercial License incentives assigned.

**To qualify, existing employees who meet the qualifications for Fire Mechanic I, must show documentation of previous fire apparatus repair experience by providing proof of the education instruction and experience requirements equivalent to Fire Mechanic I certification by the Office of the State Fire Marshall (OSFM). To maintain eligibility, every three (3) years, the employee must successfully complete, and provide proof of, a minimum of thirty-six (36) hours of approved continuing education through the California Fire Mechanics Academy. For all other employees to qualify for this certificate pay, they must obtain a Fire Mechanic I certification from the Office of the State Fire Marshall (OSFM). To maintain eligibility, every three (3) years, the employee must successfully complete, and provide proof of, a minimum of thirty-six (36) hours of approved continuing education through the California Fire Mechanics Academy.

2. Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution that has received state approval to award the above degrees and that has been pre-approved by the Department Head and the City Administrator; the incentive shall not be cumulative. Percentages shall be compounded.

Multiple degrees at the same educational level will not be recognized. For example, an employee who has two Bachelor's Degrees will only receive compensation for one degree.

3. The maximum number of compensated licenses, certificates, or degrees an employee may possess is no more than three (3) total, not to exceed a maximum of seven-and-one-half percent (7.5%) additional pay (compounded as illustrated below).

4. Verification of the degree must be made to the City Administrator. The original degree or an original letter from the college granting said degree must be produced to qualify for the educational incentive benefit. Upon receipt of an employee's verified degree, the City Administrator will evaluate and approve the degree through a formal program designed to ensure that the degree enhances the employee's ability to perform their job.

Each 2.5% education pay increase is applied to the adjusted base pay. Percentages shall be compounded, as illustrated by the following examples:

Associate's Degree: $50,000 x 2.5% = $1,250. Adjusted Salary = $51,250
Bachelor's Degree: $51,250 x 5.0% = $1,281.25. Adjusted Salary = $52,531.25
Master's Degree: $52,531.25 x 7.5% = $1,313.28. Adjusted Salary = $53,844.53

SECTION 17.5

Subject to any applicable restrictions, Longevity and Education incentive compensation shall be compounded based on the order in which the employee is eligible for the incentives. Compounding means that each percentage increase is applied to the employees' adjusted base pay after any prior increases have been added.

For example: Total Compensation = Base Pay + Educational Pay + Certification Pay + Longevity Pay

The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of overtime or in lieu of other benefits that are excluded from consideration under the statutes and regulations of the Public Employees Retirement System. If a salary adjustment occurs during a fiscal year, the longevity incentive, education incentive, and certificate pay incentive shall be recalculated as of the effective date of the adjustment. All special compensation shall be administered as per 2 C.C.R. 571(a)(1). All percentages shall be compounded. See attached Salary Schedule.

The mandated order of application shall be Education Pay, Certificate Pay, and then Longevity Pay.

The City and SEA affirm that this Letter of Agreement is intended to clarify, not modify, the original intent of the MOU and is not intended to change the past practice of the Parties.

Except as expressly modified by this Side Letter, all terms, conditions, and provisions of the Memorandum of Understanding (MOU) between the City of Sonora and the SEA bargaining unit, effective 2021 - 2025, shall remain in full force and effect.

This Agreement shall be effective upon execution by both Parties.

Signature Page to Follow

Letter of Agreement
Between
The City of Sonora
And
Sonora Police Officers Employees Association (SPOA)

Regarding FY **2024–2029 Sonora Police Officers Employees' Association ("SPOA") Memorandum of Understanding ("MOU")** Sections: Longevity – Article 5;
Certificate and Education Incentive – Article 10, #10.1-10.2.

This Letter of Agreement is entered into by and between the City of Sonora ("City") and the Sonora Police Officers Employees Association ("SPOA"), collectively referred to as "the Parties."

The purpose of this Agreement is to clarify specific provisions within the FY 2024–2029 Memorandum of Understanding (MOU) to ensure that certain forms of compensation meet the criteria for reportable "Special Compensation" under the California Code of Regulations (CCR), Title 2, Sections 571 (Classic Members) and 571.1 (PEPRA Members) in conformity with past practice of the Parties, and to reaffirm the City's and SPOA's mutual intent that these benefits are administered in compliance with applicable CalPERS rules.

Sections Clarified:

- **Article 5 – Longevity Pay**
- **Article 10 – Certificate and Education Incentive**

The Parties agree to amend the Sections at issue as follows:

ARTICLE 5 – LONGEVITY

6. Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service (from the service date), and for each five (5) years of continuous service thereafter. Such benefit shall be at two and one-half percent (2.5%) of the adjusted base pay for each five-year increment. The longevity benefit is automatic and is not based on merit. Percentages shall be compounded.

Each 2.5% longevity increase is applied to the adjusted base pay and compounded, as illustrated in the following examples:

10-Year Longevity: $50,000 x 2.5% = $1,250. Adjusted Salary = $51,250
15-Year Longevity: $51,250 x 2.5% = $1,281.25. Adjusted Salary = $52,531.25
20-Year Longevity: $52,531.25 x 2.5% = $1,313.28. Adjusted Salary = $53,844.53

ARTICLE 10. CERTIFICATE AND EDUCATION INCENTIVE

SECTION 10.1. P.O.S.T. CERTIFICATES

Subject to the limitations set forth herein and in Section 10.3, employees shall receive a two- and one-half percent (2.5%) increase in the adjusted base pay for possession of any of the following valid P.O.S.T. certificates:

a. Basic P.O.S.T. (only for Employees whose first date of paid service within the SPOA Unit was prior to July 1, 2013. Certificate eliminated for all Employees whose first date of employment was on or after July 1, 2013.)

b. Intermediate P.O.S.T. Certificate (sworn)

c. Dispatcher Intermediate P.O.S.T. Certificate (non-sworn)

d. Dispatcher Advanced P.O.S.T. Certificate (non-sworn)

e. Supervisory P.O.S.T. Certificate

(Dispatcher-Records Specialists are not eligible for P.O.S.T. Dispatcher Basic Certificate pay, regardless of their first date of employment with the SPOA unit.)

Sworn employees shall receive a five percent (5.0%) increase in their adjusted base salary for possession of the following valid P.O.S.T. certificate:

a. Advanced P.O.S.T. Certificate

Each 2.5% certificate pay increase (or 5% in the case of an Advanced P.O.S.T. Certificate) is applied to the adjusted base pay**.** Percentages shall be compounded, as illustrated in the examples set forth below:

Intermediate P.O.S.T. Cert: $50,000 x 2.5% = $1,250. Adjusted Salary = $51,250
Advanced P.O.S.T. Cert: $51,250 x 2.5% = $1,281.25. Adjusted Salary = $52,531.25
Supervisory P.O.S.T. Cert: $52,531.25 x 2.5% = $1,313.28. Adjusted Salary = $53,844.53

SECTION 10.2. DEGREE INCENTIVE PAY

1. The City agrees to provide an increase to Association employees' adjusted base pay as an education incentive. Employees shall receive compensation for educational achievements that enhance their ability to perform their job duties. Degrees and certificates must be approved through a formal evaluation program and must not be required for the employee's current job classification. Eligible achievements and their corresponding pay increases are as follows:

- Associate's Degree - 2.5%
- Bachelor's Degree - 5.0%
- Master's Degree/Certified Public Accountant 7.5%
- Doctorate - 10.0%

2. Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution that has received state approval to award the above degrees and that has been approved by the City Administrator; the incentive shall not be cumulative. Percentages shall be compounded with other forms of Special Compensation.

Multiple degrees at the same educational level will not be recognized. For example, an employee who has two Bachelor's Degrees will only receive compensation for one degree.

3. Verification of the degree must be made to the Police Chief and the City Administrator. The original degree or an original letter from the college granting said degree must be produced to qualify for the educational incentive benefit. Upon receipt of an employee's verified degree, the City Administrator will evaluate and approve the degree through a formal program designed to ensure that the degree enhances the employee's ability to perform their job.

Percentages shall be compounded with other forms of Special Compensation. The following examples illustrate the calculation of degree-based pay increases:

Associate's Degree: $50,000 x 2.5% = $1,250. Adjusted Salary = $51,250
Bachelor's Degree: $51,250 x 5.0% = $1,281.25. Adjusted Salary = $52,531.25
Master's Degree: $52,531.25 x 7.5% = $1,313.28. Adjusted Salary = $53,844.53

SECTION 10.6 (Added)
Subject to any applicable restrictions Education, Certificate, Assignment, and Longevity, the incentive compensation shall be compounded based on the order in which the employee is eligible for the incentives. Compounding means that each percentage increase is applied to the employees' adjusted base pay after any prior increases have been added.

For example: Total Compensation = Base Pay + Educational Pay + Certificate Pay+ Longevity Pay

The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of overtime or in lieu of other benefits that are excluded from consideration under the statutes and regulations of the Public Employees Retirement System. If a salary adjustment occurs during a fiscal year, the longevity incentive, education incentive, and certificate pay incentive shall be recalculated as of the effective date of the adjustment. All special compensation shall be administered as per 2 C.C.R. 571(a)(1). All percentages shall be compounded. See attached Salary Schedule.

The mandated order of application shall be Education Pay, Certificate Pay, Assignment Pay, and then Longevity Pay.

The City and SPOA affirm that this Letter of Agreement is intended to clarify, not modify, the original intent of the MOU and is not intended to change the past practice of the Parties.

Except as expressly modified by this Side Letter, all terms, conditions, and provisions of the Memorandum of Understanding (MOU) between the City of Sonora and the SPOA bargaining unit, effective 2024 - 2029, shall remain in full force and effect.

This Agreement shall be effective upon execution by both Parties.

Signature Page to Follow

SONORA EMPLOYEES' ASSOCIATION SALARY RANGE TABLE
EFFECTIVE JULY 1, 2024

Percentage to apply to all salaries	0.00%
Percentage between steps	5.00%
Percentage between grades	2.50%
Hours worked bi-weekly	80

2.5% Longevity Pay After Ten (10) Years of Service, Then Every Five (5) Years Thereafter
2.5% Cert Pay (Up to a Maximum of 7.5% & Cannot Be MQ of Classification): Class B Commericial License; I.S.A. Arborist; State of CA Pest Control Advisors License; State of CA Pesticide Applicators; Caltrans Traffic Signal; Small Engine Mechanic, Fire Mechanic
2.5% Education Pay: AA, AS, BA, BS

Classification	**Step A**
Finance Assistant	$23.32
Community Development Specialist I	$23.32
Community Development Specialist II	$27.01
Administrative Analyst	$33.72
City Planner I	$28.34
City Planner II	$32.80
Special Programs Coordinator	$20.77

Notes: 4.0% - COLA

	Range		Step A			Step B			Step C			Step D			Step E			Step F		
			0%			5%			10%			15%			20%			25%		
		% Adder	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly
Finance Assistant Finance Assistant/Deputy City Clerk	2332	0.0%	$4,042.1	$1,865.60	$ 23.32	$4,244.93	$1,959.20	$24.49	$4,456.40	$2,056.80	$25.71	$4,680.00	$2,160.00	$27.00	$4,914.00	$2,268.00	$28.35	$5,160.13	$2,381.60	$29.77
Community Development Specialist I	2332	0.0%	$4,042.1	$1,865.60	$ 23.32	$4,244.93	$1,959.20	$24.49	$4,456.40	$2,056.80	$25.71	$4,680.00	$2,160.00	$27.00	$4,914.00	$2,268.00	$28.35	$5,160.13	$2,381.60	$29.77
Community Development Specialist II	2701	0.0%	$4,681.7	$2,160.80	$ 27.01	$4,915.73	$2,268.80	$28.36	$5,161.87	$2,382.40	$29.78	$5,420.13	$2,501.60	$31.27	$5,690.53	$2,626.40	$32.83	$5,974.80	$2,757.60	$34.47
Administrative Analyst	3372	0.0%	$5,844.8	$2,697.60	$ 33.72	$6,137.73	$2,832.80	$35.41	$6,444.53	$2,974.40	$37.18	$6,766.93	$3,123.20	$39.04	$7,104.93	$3,279.20	$40.99	$7,460.27	$3,443.20	$43.04
Special Programs Coordinator	2077	0.0%	$3,600.1	$1,661.60	$ 20.77	$3,780.40	$1,744.80	$21.81	$3,969.33	$1,832.00	$22.90	$4,168.67	$1,924.00	$24.05	$4,376.67	$2,020.00	$25.25	$4,595.07	$2,120.80	$26.51
City Planner I	2834	0.0%	$4,912.3	$2,267.20	$ 28.34	$5,158.40	$2,380.80	$29.76	$5,416.67	$2,500.00	$31.25	$5,687.07	$2,624.80	$32.81	$5,971.33	$2,756.00	$34.45	$6,269.47	$2,893.60	$36.17
City Planner II	3280	0.0%	$5,685.3	$2,624.00	$ 32.80	$5,969.60	$2,755.20	$34.44	$6,267.73	$2,892.80	$36.16	$6,581.47	$3,037.60	$37.97	$6,910.80	$3,189.60	$39.87	$7,255.73	$3,348.80	$41.86

Revised: 7/1/2024

SONORA EMPLOYEES' ASSOCIATION SALARY RANGE TABLE
EFFECTIVE JULY 1, 2024

Classification	Step A
Public Works Assistant	$20.77
Building Inspector/Public Works Supervisor/ Supervising	$26.42
Public Works Specialist II	$23.32
Public Works Specialist/Equipment Mechanic	$23.32

Notes: 4.0% COLA

2.5% Longevity Pay After Ten (10) Years of Service, Then Every Five (5) Years Thereafter

2.5% Cert Pay (Up to a Maximum of 7.5% & Cannot Be MQ of Classification): Class B Commericial License; I.S.A. Arborist; State of CA Pest Control Advisors License; State of CA Pesticide Applicators; Caltrans Traffic Signal; Small Engine Mechanic, Fire Mechanic

2.5% Education Pay: AA, AS, BA, BS

	Range		Step A			Step B			Step C			Step D			Step E			Step F		
			0%			5%			10%			15%			20%			25%		
		% Adder	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly
Public Works Assistant	2077	0.0%	$3,600.13	$1,661.60	$20.77	$3,780.40	$1,744.80	$21.81	$3,969.33	$1,832.00	$22.90	$4,168.67	$1,924.00	$24.05	$4,376.67	$2,020.00	$25.25	$4,595.07	$2,120.80	$26.51
Building Inspector/Public Works Supervisor/ Supervising Mechanic	2642	0.0%	$4,579.47	$2,113.60	$26.42	$4,808.27	$2,219.20	$27.74	$5,049.20	$2,330.40	$29.13	$5,302.27	$2,447.20	$30.59	$5,567.47	$2,569.60	$32.12	$5,846.53	$2,698.40	$33.73
Public Works Specialist II	2332	0.0%	$4,042.13	$1,865.60	$23.32	$4,244.93	$1,959.20	$24.49	$4,456.40	$2,056.80	$25.71	$4,680.00	$2,160.00	$27.00	$4,914.00	$2,268.00	$28.35	$5,160.13	$2,381.60	$29.77
Public Works Specialist/Equipment Mechanic	2332	0.0%	$4,042.13	$1,865.60	$23.32	$4,244.93	$1,959.20	$24.49	$4,456.40	$2,056.80	$25.71	$4,680.00	$2,160.00	$27.00	$4,914.00	$2,268.00	$28.35	$5,160.13	$2,381.60	$29.77

Revised: 7/1/2024

SONORA POLICE OFFICERS' ASSOCIATION SALARY RANGE TABLE
EFFECTIVE JULY 1, 2024

Percentage to apply to all salaries	0.00%
Percentage between steps	5.00%
Percentage between grades	2.50%
Hours worked bi-weekly	80

2.5% Longevity Pay After 10 Years Of City Service, And Every Five Years Thereafter
2.5% for Associates /2.5% for Bachelors/2.5% for Masters
2.5% for Basic Cert (only if employment date is prior to July 1, 2013)
2.5% for Intermediate Cert
2.5% for Supervisory Cert (if in a supervisory position)
5.0% for Adv Cert Assign: Investigator/Computer Network Manager/Field Training Officer/Dispatch Field Training Officer/Traffic Officer

Classification	**Step A**
Police Officer Recruit	$24.00
Police Officer	$36.72
Police Corporal	$40.53
Police Sergeant	$45.85

Notes: 2.5% COLA FOR ALL CLASSIFICATIONS

	Range		Step A			Step B			Step C			Step D			Step E			Step F		
			0%			5%			10%			15%			20%			25%		
		% Adder	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly
Police Officer Recruit	1600	0.0%	$4,160.00	$1,920.00	$24.00															
Police Officer	3672	0.0%	$6,364.80	$2,937.60	$36.72	$6,683.73	$3,084.80	$38.56	$7,018.27	$3,239.20	$40.49	$7,368.40	$3,400.80	$42.51	$7,737.60	$3,571.20	$44.64	$8,124.13	$3,749.60	$46.87
Police Corporal	4053	0.0%	$7,025.20	$3,242.40	$40.53	$7,377.07	$3,404.80	$42.56	$7,746.27	$3,575.20	$44.69	$8,132.80	$3,753.60	$46.92	$8,540.13	$3,941.60	$49.27	$8,966.53	$4,138.40	$51.73
Police Sergeant	4585	0.0%	$7,947.33	$3,668.00	$45.85	$8,344.27	$3,851.20	$48.14	$8,762.00	$4,044.00	$50.55	$9,200.53	$4,246.40	$53.08	$9,659.87	$4,458.40	$55.73	$10,143.47	$4,681.60	$58.52

Revised: 7/1/2024

SONORA POLICE OFFICERS' ASSOCIATION SALARY RANGE TABLE
EFFECTIVE JULY 1, 2024

Percentage to apply to all salaries	0.00%
Percentage between steps	5.00%
Percentage between grades	2.50%
Hours worked bi-weekly	80

2.5% Longevity Pay After 10 Years Of City Service, And Every Five Years Thereafter
2.5% for Associates /2.5% for Bachelors/2.5% for Masters
2.5% for Basic Cert (only if employment date is prior to July 1, 2013)
2.5% for Intermediate Cert
2.5% for Supervisory Cert (if in a supervisory position)
5.0% for Adv Cert Assign: Investigator/Computer Network Manager/Field Training Officer/Dispatch Field Training Officer/Traffic Officer

Classification	**Step A**
Dispatcher-Records Specialist Trainee	$20.98
Dispatcher-Records Specialist I	$22.07
Dispatcher-Records Specialist II	$25.54
Police Records Technician	$27.06

Notes: 2.5% COLA FOR ALL CLASSIFICATIONS

	Range		Step A			Step B			Step C			Step D			Step E			Step F		
			0%			5%			10%			15%			20%			25%		
		% Adder	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly
Dispatcher-Records Specialist Trainee	2098	0.0%	$3,636.53	$1,678.40	$ 20.98	$3,818.53	$1,762.40	$22.03	$4,009.20	$1,850.40	$23.13	$4,210.27	$1,943.20	$24.29	$4,420.00	$2,040.00	$25.50	$4,641.87	$2,142.40	$26.78
Dispatcher-Records Specialist I	2207	0.0%	$3,825.47	$1,765.60	$ 22.07	$4,016.13	$1,853.60	$23.17	$4,217.20	$1,946.40	$24.33	$4,428.67	$2,044.00	$25.55	$4,650.53	$2,146.40	$26.83	$4,882.80	$2,253.60	$28.17
Dispatcher-Records Specialist II	2554	0.0%	$4,426.93	$2,043.20	$25.54	$4,648.80	$2,145.60	$26.82	$4,881.07	$2,252.80	$28.16	$5,125.47	$2,365.60	$29.57	$5,382.00	$2,484.00	$31.05	$5,650.67	$2,608.00	$32.60
Police Records Technician	2706	0.0%	$4,690.40	$2,164.80	$27.06	$4,924.40	$2,272.80	$28.41	$5,170.53	$2,386.40	$29.83	$5,428.80	$2,505.60	$31.32	$5,700.93	$2,631.20	$32.89	$5,985.20	$2,762.40	$34.53

Revised: 7/1/2024

RESOLUTION 10-06-2025-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA APPROVING SIDE LETTER AGREEMENTS TO THE MEMORANDA OF UNDERSTANDING WITH THE SONORA EMPLOYEES ASSOCIATION (SEA) AND THE SONORA POLICE OFFICERS ASSOCIATION (SPOA) TO CLARIFY REPORTABLE COMPENSATION FOR CALPERS' PURPOSES

WHEREAS, the City of Sonora ("City") is committed to ensuring compliance with CalPERS regulations concerning compensation for its employees; and

WHEREAS, the City of Sonora is a contracting agency with the California Public Employees' Retirement System (CalPERS); and

WHEREAS, CalPERS initiated a service retirement review for the Fire Chief on April 9, 2025, which identified ambiguities in the Uniform Allowance, Longevity pay, Education pay, and Certification pay ("Special Compensation") within the Memorandum of Understanding ("MOU") with the Sonora Management Employees Association ("SMEA"); and

WHEREAS, the City initiated a review of all the Sonora Employees Associations and found that the FY 2021-2025 MOU language for the Sonora Employees Association ("SEA") and FY 2021-2025 and FY 2024-2029 MOU language for the Sonora Police Officers Association ("SPOA") did not adequately describe the compounding nature of the special compensation, resulting in a reduction of final compensation calculations; and

WHEREAS, the special compensation did not meet the California Code of Regulations requirements, leading to its exclusion from final compensation; and

WHEREAS, the City, in collaboration with CalPERS, SEA, and SPOA, has drafted a Letter of Agreement for each of the MOUs to clarify the provisions of the MOUs concerning special compensation pay; and

WHEREAS, formal adoption of this updated language is required to request a new final compensation review for the employee, and future employees under the clarified provisions; and

WHEREAS, these side letters do not introduce any new compensation or benefits, but memorialize existing practices in a manner consistent with CalPERS regulations (CCR §571 and §571.1);

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

1. The Letter of Agreement with the Sonora Employees Association is hereby approved and adopted.
2. The Letter of Agreement with the Sonora Police Officers Association is hereby approved and adopted.

PASSED AND ADOPTED by the City Council of the City of Sonora on this 6th day of October, 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Ann Segerstrom, Mayor, City of Sonora

ATTEST:

Tracy Skelly, City Clerk, City of Sonora

Resolution 10-06-2025-A

RESOLUTION 10-06-2025-B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA APPROVING UPDATED SALARY RANGE TABLES FOR THE SONORA EMPLOYEES ASSOCIATION (SEA) AND THE SONORA POLICE OFFICERS ASSOCIATION (SPOA) IN COMPLIANCE WITH CALPERS REGULATIONS

WHEREAS, Section 570.5 of California Code of Regulations, Title 2, requires formal Council approval and adoption of employee salaries and compensation schedules; and

WHEREAS, the City of Sonora participates in the California Public Employees' Retirement System (CalPERS); and

WHEREAS, CalPERS regulations require that compensation subject to retirement reporting be listed on a publicly available pay schedule that meets the formatting, posting, and transparency requirements outlined in CCR §570.5, §571, and §571.1; and

WHEREAS, the City has updated its salary range tables for the Sonora Employees Association (SEA) and the Sonora Police Officers Association (SPOA) to ensure that base salary information is clearly presented, accurately described, and publicly available; and

WHEREAS, these updated pay schedules reflect no new compensation changes but serve to document existing authorized compensation levels in a CalPERS-compliant format, including the inclusion of all classifications, salary steps, and footnotes indicating special compensation where applicable;

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

1. The updated Salary Range Table for the Sonora Employees Association is hereby approved.
2. The updated Salary Range Table for the Sonora Police Officers Association is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Sonora on this 6th day of October, 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: October 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Stephen Opie, Councilmember

SUBJECT: Authorize Placement of a Proclamation Condemning Violence and Promoting Respectful Dialogue to the October 20, 2025, City Council Agenda.

RECOMMENDATION:

Authorize Placement of a Proclamation Condemning Violence and Promoting Respectful Dialogue to the October 20, 2025, City Council Agenda.

BACKGROUND:

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

The City of Sonora is committed to fostering a safe, respectful, and inclusive community for all residents. Violence—whether political, religious, racial, ethnic, or based on sexual orientation—undermines the values of liberty, dignity, and self-governance upon which our nation was founded.

The Constitution of the United States guarantees fundamental rights and freedoms to all individuals. Among these rights is the freedom to hold and express differing beliefs, so long as such beliefs do not incite or rely on violence. As a community, we also recognize that while freedom of speech allows for offensive or vulgar language, respectful communication remains essential to maintaining civility and mutual understanding.

By adopting this proclamation, the City Council will publicly affirm its stance against all forms of violence, encourage respectful dialogue, and emphasize the importance of protecting the rights of all individuals within our community.

DISCUSSION / ANALYSIS:

The proposed proclamation recognizes that:

- The City of Sonora condemns violence in all forms, regardless of its motivation.
- The City is committed to upholding the constitutional rights of all individuals.
- A self-governed nation and community require mutual respect and the preservation of each individual's liberty.

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

- Civil dialogue, even when disagreements remain, strengthens community bonds and promotes unity.

This proclamation is not intended to limit free speech but to encourage a community standard of respectful engagement and discourage demonization based on differences.

FISCAL IMPACT:

No Fiscal Impact to the General Fund

ATTACHMENTS:

- Draft Proclamation Condemning Violence and Promoting Respectful Dialogue

A PROCLAMATION

OF THE CITY COUNCIL OF THE CITY OF SONORA CONDEMNING VIOLENCE AND PROMOTING RESPECTFUL DIALOGUE

WHEREAS, the City of Sonora recognizes that violence in any form—whether political, religious, racial, ethnic, or based on sexual orientation—has no place in our community; and

WHEREAS, all individuals within the community of Sonora are protected by the Constitution of the United States of America, which guarantees the fundamental right to liberty; and

WHEREAS, we are a nation of individuals who share the inalienable right of self-governance and are bound by common law to treat one another with dignity; and

WHEREAS, our freedoms are exercised responsibly only when we refrain from taking away the liberties of others; and

WHEREAS, a nation of self-governance requires that we respect the right of individuals to hold different beliefs, provided those beliefs do not use violence as a means to an end; and

WHEREAS, the City of Sonora acknowledges that while freedom of speech protects expressions, including vulgar or offensive language, we ask as a community that dialogue be conducted with mutual respect; and

WHEREAS, demonization and platitudes based on political differences serve only to divide, while open dialogue helps bridge differences and fosters understanding, even when agreement cannot be reached; and

WHEREAS, respect for one another's right to life, liberty, and differing perspectives is essential to the path of a united nation;

NOW, THEREFORE, BE IT PROCLAIMED that the City of Sonora condemns all forms of violence, affirms its commitment to uphold the constitutional rights of all individuals, and calls upon all members of the community to engage in open, respectful dialogue as the cornerstone of a stronger, more united Sonora.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 20th day of October of the year two thousand and twenty-five.

Signed _____ Attest _____

Ann Segerstrom, Mayor 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 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Douglas L. White, City Attorney

SUBJECT: Waive First Reading, Read by Title Only, and Introduce Ordinance No. 909 of the Sonora City Council Clarifying Ordinance No. 905; Repealing Chapter 8.30, Emergency Services; and Repealing and Replacing Chapter 2.28, Emergency Services (Reserved) of the Sonora Municipal Code

RECOMMENDATION

Waive First Reading, Read by Title Only, and Introduce Ordinance No. 909 Clarifying Ordinance No. 905; Repealing Chapter 8.30, Emergency Services; and Repealing and Replacing Chapter 2.28, Emergency Services (Reserved) of the Sonora Municipal Code.

BACKGROUND

During the City of Sonora ("City") Council meeting on July 21, 2025, the City Council adopted Resolution 07-21-2025-C, which adopted the City's updated 2025 Emergency Operations Plan. The Resolution's recitals indicate that Chapter 2.28, Emergency Services, will replace Chapter 8.30, Emergency Services, of the Sonora Municipal Code.

During the same City Council meeting on July 21, 2025, the City Council adopted Ordinance No. 905. The recitals of Ordinance No. 905 state, "[T]he City Council wishes to adopt the updated Emergency Operations Plan by replacing 8.30 and adding Chapter 2.28 of the Sonora Municipal Code to reflect current standards, procedures, and organizational structures for emergency management." The proposed text for Chapter 2.28 was included as Appendix 2 in the agenda packet for the City Council meeting on July 21, 2025.

DISCUSSION

The proposed Ordinance provides clarification about the changes that Ordinance No. 905 intended for the Sonora Municipal Code. First, the proposed Ordinance repeals Chapter 8.30, Emergency Services, of the Sonora Municipal Code. Second, the proposed Ordinance repeals the current Chapter 2.28, Emergency

Services (Reserved), and replaces the current Chapter 2.28 with a new Chapter 2.28, Emergency Services. The proposed Ordinance also provides the language for the new Chapter 2.28, Emergency Services.

FISCAL IMPACT

There is no fiscal impact associated with the proposed Ordinance. Resolution 07-21-2025-C already adopted the City's updated 2025 Emergency Operations Plan, and the proposed Ordinance updates the Sonora Municipal Code to align with the City's updated 2025 Emergency Operations Plan.

ATTACHMENTS

1. Ordinance No. 909
2. Resolution 07-21-2025-C
3. Ordinance No. 905

CORE COUNCIL PRIORITIES

Public Safety and Disaster Preparedness.

ORDINANCE NO. 909~~XXX~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA CLARIFYING ORDINANCE NO. 905; REPEALING CHAPTER 8.30, EMERGENCY SERVICES; AND REPEALING AND REPLACING CHAPTER 2.28, EMERGENCY SERVICES (RESERVED), OF THE SONORA MUNICIPAL CODE

WHEREAS, during the City of Sonora ("City") Council meeting on July 21, 2025, the City Council approved Resolution 07-21-2025-C adopting the City's updated 2025 Emergency Operations Plan; and

WHEREAS, during the City Council meeting on July 21, 2025, the City Council also adopted Ordinance No. 905; and

WHEREAS, the recitals for Ordinance No. 905 state, "[T]he City Council wishes to adopt the updated Emergency Operations Plan by replacing 8.30 and adding Chapter 2.28 of the Sonora Municipal Code to reflect current standards, procedures, and organizational structures for emergency management;" and

WHEREAS, Ordinance No. 905 does not explicitly state that Chapter 8.30 should be repealed; and

WHEREAS, this Ordinance repeals Chapter 8.30, Emergency Services, of the Sonora Municipal Code; and

WHEREAS, Ordinance No. 905 states that Chapter 2.28, Emergency ~~Services, "~~Services, is hereby added," but Chapter 2.28 already exists in the Sonora Municipal Code; and

WHEREAS, this Ordinance repeals the current Chapter 2.28, Emergency Services (Reserved), and replaces the repealed chapter with the new Chapter 2.28, Emergency Services; and

WHEREAS, the text of the new Chapter 2.28 is not included in Ordinance No. 905;

WHEREAS, this Ordinance provides the language for the new Chapter 2.28 that was not included in Ordinance No. 905.

NOW, THEREFORE, THE CITY OF SONORA CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 8.30, Emergency Services, of Title 8, Health and Safety, of the Sonora Municipal ~~Code~~Code, shall be repealed in its entirety.

SECTION 2. Chapter 2.28, Emergency Services (Reserved), of Title 2, Administration and Personnel, of the Sonora Municipal Code shall be repealed in its entirety and replaced to read as follows:

Chapter 2.28 Emergency Services

Sections:

2.28.010 Purposes.
2.28.020 Definitions.
2.28.030 Disaster Council Membership.
2.28.040 Disaster Council Powers and Duties.
2.28.050 Director and Assistant Director of Emergency Services.
2.28.060 Powers and Duties of the Director and Assistant Director of Emergency Services.
2.28.070 Emergency Organization.
2.28.080 Compliance with the California Emergency Services Act.
2.28.090 Emergency Operations Plan.
2.28.100 Expenditures.
2.28.110 Violations; Penalty.
2.28.120 Repeal of Conflicting Ordinances.

2.28.010 Purposes.

The declared purposes of this section are to provide for the preparation and carrying out of plans for the protection of persons and property within the City in the event of any emergency; the direction and form of the city's emergency organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

2.28.020 Definitions

As used in this section, the following terms shall mean:

a. COUNCIL – Shall means the City of Sonora City Council.

b. EMERGENCY or LOCAL EMERGENCY – Shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as air pollution, toxic release, fire, flood, storm, epidemic, riot, earthquake, cyberterrorism, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, or other acts of civil unrest which are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to resolve.

c. DIRECTOR OF EMERGENCY SERVICES – Shall mean the City Administrator, and if

unavailable or unable to respond, the Director of Emergency Services will be either the Police or Fire Chief. The Director of Emergency Services reports directly to the City Council and is over the Director of the Emergency Operations Center.

d. ASSISTANT DIRECTOR OF EMERGENCY SERVICES – At the discretion of the Director of Emergency Services, an Assistant Director of Emergency Services may be appointed. The employee shall be from the Fire Chief, or the Police Chief, or Administration Departments, or other city ~~employee~~employees as determined suitable by the Director.

e. EMERGENCY OPERATIONS CENTER – Shall mean the primary facility for directing and responding to situations of an emergency nature as described above or similar in nature, including communications and the allocations of personnel and equipment needed to respond to the situation.

f. EMERGENCY OPERATIONS CENTER DIRECTOR ~~– May also be called the Emergency Operations Center Director, this~~ Shall mean the individual ~~is~~ responsible for the City's coordinated operational efforts to respond to the emergency situation. The Director of the Emergency Operations Center is in charge of the functional response divisions and reports to the Director of Emergency Services.

2.28.030 Disaster Council Membership

The City of Sonora Disaster Council is hereby created and shall consist of the following:

a. The Ddirector of Eemergency Sservices ~~(City Administrator)~~, who shall be chair.
b. The Aassistant Ddirector of Eemergency Sservices ~~(Fire Chief)~~ who shall be vice chair.
c. The Eemergency Sservices Ccoordinator.
d. Such chiefs of emergency services as are provided for in a current emergency plan of this jurisdiction, adopted pursuant to this ordinance.
e. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the Ddirector of Emergency Services with the advice and consent of the governing body.

Commented [RR1]: Removing because this does not match the definitions in the section above.

Commented [RR2]: Removing because this does not match the definitions in the section above.

Commented [RR3]: "Emergency Services Coordinator" should be defined in the "Definitions" section above.

2.28.040 Disaster Council Powers and Duties

It shall be the duty of the City of Sonora Disaster Council, and it is hereby empowered, to develop and recommend for adoption by this governing body, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet at least once per year, upon call of the chair or, upon call of the vice chair (in the absence of the chair).

2.28.050 Director and Assistant Director of Emergency Services.

The City Administrator shall be the Director of Emergency Services, and has the discretion, in periods of declared disasters, to create and staff the position of Assistant Director of Emergency Services. The Director of Emergency Services may also, at the discretion of the City Council, staff the position of Assistant Director in non-emergency periods to continue to assist the City in emergency preparedness, as well as the recovery and reconstruction efforts following an emergency.

2.28.060 Powers and Duties of the Director and Assistant Director of Emergency Services.

a. The Director of Emergency Services is hereby empowered to:

1. Request, within ten (10) days after the actual occurrence of a disaster if assistance will be requested, that the City Council proclaim the existence or threatened existence of a local emergency, if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect. The City Council shall take action to review the need to continue the proclamation at least once every sixty (60) days until terminated.
2. Request that the Governor proclaim a state of emergency when, in the opinion of the Director of Emergency Services, the locally available resources are inadequate to cope with the emergency situation.
3. Supervise and direct the City emergency organization and efforts to respond to the emergency situation, as provided for in this section and the City's Emergency Operations Plan.
4. Supervise and direct the cooperation between the coordination of services, resources and staff of the City's emergency organization; and resolve questions of authority and responsibility that may arise between them.
5. Represent the City in all dealings with public or private agencies on matters pertaining to the City's preparedness planning, response, and recovery from an emergency.

Commented [RR4]: Should this instead be "chapter"?

b. In the event of a proclamation of a local emergency as provided in this ~~ordinance~~chapter, the proclamation of a state of emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a state of war emergency, the Director of Emergency Services is hereby empowered to:

a. Appoint the Director of Emergency Operations Center, based on available personnel and the nature of the declared emergency;
b. Make and issue rules and regulations on matters related to the protection of life and property as affected by the emergency, or other actions that would assist in the City's response to the situation. These actions must be approved by the City Council at the earliest practicable time, but no later than thirty (30) days, or the actions will be considered invalid;

c. Procure vital supplies, equipment and other materials and property deemed necessary for the protection of life and property; to bind the City for the fair value of such materials, and if required, commandeer those materials for public use;
d. Require the emergency services of any City officer or employee and, in the event of a proclamation of a state of emergency in Tuolumne County, or the existence of a state of war emergency, to command the aid of as many citizens of this community as deemed necessary in directing the City response efforts.; Ssuch persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered disaster service workers;
e. Requisition of any necessary personnel, equipment, or resources from any City department or agency as deemed necessary and appropriate for the direction of the City's response efforts; and
f. Direct and implement actions as requested by the City Council, whose superseding authority remains in effect.

c. The Director of Emergency Services shall designate the order of succession to that office, to take effect in the event the Director of Emergency Services is unavailable to perform the duties of that office in the event of an emergency. The order of succession shall be approved by the City Council.

d. The Assistant Director of Emergency Services shall, if the position is staffed in periods where there is no emergency proclamation in effect, under the supervision of the Director of Emergency Services and with the assistance of emergency personnel, develop emergency plans and manage the emergency programs of this City; and shall have such other powers and duties as may be assigned by the Director of Emergency Services.

2.28.070 Emergency Organization.

All officers and employees of this City, together with those volunteers enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of this section, charged with duties incident to the protection of life and property in this City during such emergency, shall constitute the emergency organization of the City of Sonora.

2.28.080 Compliance with the California Emergency Services Act.

This ~~City of Sonora § 2.28: EMERGENCY SERVICES~~ City of Sonora Disaster Council shall comply with the California Emergency Services Act.

Commented [RR5]: Aligning with the model ordinance language and section 8610 of the Government Code, which applies to local disaster councils.

2.28.090 Emergency Operations Plan.

The City of Sonora Emergency Services Coordinator shall be responsible for the development of the Emergency Plan, which plan shall provide for the effective mobilization of all of the resources

Commented [RR6]: Define "Emergency Services Coordinator" in section 2.28.020.

of this jurisdiction, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such a plan shall take effect upon adoption by resolution of the governing body.

2.28.100 Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

2.28.110 Violations; Penalty.

It shall be a misdemeanor, punishable by a fine ~~of~~ not to exceed one thousand dollars ($1,000), or by imprisonment ~~for~~ not to exceed six (6) months, or both, for any person, during an emergency, to:

a. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this ~~ordinance~~chapter, or in the performance of any duty imposed upon him by virtue of this ~~ordinance~~chapter.
b. Do any act forbidden by any lawful rule or regulation issued pursuant to this ~~ordinance~~chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.
c. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

2.28.120 Repeal of Conflicting Ordinances.

It is the intent of the City Council in enacting this chapter that it shall be considered a revision and continuation of the chapter repealed by this chapter, and the status of volunteers shall not be affected by such repeal; nor shall plans and agreements, rules and regulations, or resolutions adopted pursuant to such repealed chapter be affected by such repeal until amended, modified or superseded as provided in this chapter.

SECTION 3. **SEVERABILITY.** If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

SECTION 5. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on September XX, 2025, and passed and adopted as Ordinance No. XXX at a regular meeting of the City Council held on October XX, 2025, by the following vote:

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AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

Approved as to Form:

_____
Douglas L. White, City Attorney

Publish: The Union Democrat, Sonora
_____, 2025

ORDINANCE NO. 909

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA CLARIFYING ORDINANCE NO. 905; REPEALING CHAPTER 8.30, EMERGENCY SERVICES; AND REPEALING AND REPLACING CHAPTER 2.28, EMERGENCY SERVICES (RESERVED), OF THE SONORA MUNICIPAL CODE

WHEREAS, during the City of Sonora ("City") Council meeting on July 21, 2025, the City Council approved Resolution 07-21-2025-C adopting the City's updated 2025 Emergency Operations Plan; and

WHEREAS, during the City Council meeting on July 21, 2025, the City Council also adopted Ordinance No. 905; and

WHEREAS, the recitals for Ordinance No. 905 state, "[T]he City Council wishes to adopt the updated Emergency Operations Plan by replacing 8.30 and adding Chapter 2.28 of the Sonora Municipal Code to reflect current standards, procedures, and organizational structures for emergency management;" and

WHEREAS, Ordinance No. 905 does not explicitly state that Chapter 8.30 should be repealed; and

WHEREAS, this Ordinance repeals Chapter 8.30, Emergency Services, of the Sonora Municipal Code; and

WHEREAS, Ordinance No. 905 states that Chapter 2.28, Emergency Services, is hereby added," but Chapter 2.28 already exists in the Sonora Municipal Code; and

WHEREAS, this Ordinance repeals the current Chapter 2.28, Emergency Services (Reserved), and replaces the repealed chapter with the new Chapter 2.28, Emergency Services; and

WHEREAS, the text of the new Chapter 2.28 is not included in Ordinance No. 905;

WHEREAS, this Ordinance provides the language for the new Chapter 2.28 that was not included in Ordinance No. 905.

NOW, THEREFORE, THE CITY OF SONORA CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 8.30, Emergency Services, of Title 8, Health and Safety, of the Sonora Municipal Code, shall be repealed in its entirety.

SECTION 2. Chapter 2.28, Emergency Services (Reserved), of Title 2, Administration and Personnel, of the Sonora Municipal Code shall be repealed in its entirety and replaced to read as follows:

Chapter 2.28 Emergency Services

Sections:

2.28.010 Purposes.

2.28.020 Definitions.
2.28.030 Disaster Council Membership.
2.28.040 Disaster Council Powers and Duties.
2.28.050 Director and Assistant Director of Emergency Services.
2.28.060 Powers and Duties of the Director and Assistant Director of Emergency Services.
2.28.070 Emergency Organization.
2.28.080 Compliance with the California Emergency Services Act.
2.28.090 Emergency Operations Plan.
2.28.100 Expenditures.
2.28.110 Violations; Penalty.
2.28.120 Repeal of Conflicting Ordinances.

2.28.010 Purposes.

The declared purposes of this section are to provide for the preparation and carrying out of plans for the protection of persons and property within the City in the event of any emergency; the direction and form of the city's emergency organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

2.28.020 Definitions

As used in this section, the following terms shall mean:

a. COUNCIL – Shall means the City of Sonora City Council.

b. EMERGENCY or LOCAL EMERGENCY – Shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as air pollution, toxic release, fire, flood, storm, epidemic, riot, earthquake, cyberterrorism, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, or other acts of civil unrest which are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to resolve.

c. DIRECTOR OF EMERGENCY SERVICES – Shall mean the City Administrator, and if unavailable or unable to respond, the Director of Emergency Services will be either the Police or Fire Chief. The Director of Emergency Services reports directly to the City Council and is over the Director of the Emergency Operations Center.

d. ASSISTANT DIRECTOR OF EMERGENCY SERVICES – At the discretion of the Director of Emergency Services, an Assistant Director of Emergency Services may be appointed. The employee shall be from the Fire Chief, or the Police Chief, or Administration Departments, or other city employees as determined suitable by the Director.

e. EMERGENCY OPERATIONS CENTER – Shall mean the primary facility for directing and responding to situations of an emergency nature as described above or similar in nature, including communications and the allocations of personnel and equipment needed to respond to the situation.

f. EMERGENCY OPERATIONS CENTER DIRECTOR – Shall mean the individual responsible for the City's coordinated operational efforts to respond to the emergency situation. The Director of the Emergency Operations Center is in charge of the functional response divisions and reports to the Director of Emergency Services.

2.28.030 Disaster Council Membership

The City of Sonora Disaster Council is hereby created and shall consist of the following:

a. The Director of Emergency Services, who shall be chair.
b. The Assistant Director of Emergency Services who shall be vice chair.
c. The Emergency Services Coordinator.
d. Such chiefs of emergency services as are provided for in a current emergency plan of this jurisdiction, adopted pursuant to this ordinance.
e. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the Director of Emergency Services with the advice and consent of the governing body.

2.28.040 Disaster Council Powers and Duties

It shall be the duty of the City of Sonora Disaster Council, and it is hereby empowered, to develop and recommend for adoption by this governing body, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet at least once per year, upon call of the chair or, upon call of the vice chair (in the absence of the chair).

2.28.050 Director and Assistant Director of Emergency Services.

The City Administrator shall be the Director of Emergency Services, and has the discretion, in periods of declared disasters, to create and staff the position of Assistant Director of Emergency Services. The Director of Emergency Services may also, at the discretion of the City Council, staff the position of Assistant Director in non-emergency periods to continue to assist the City in emergency preparedness, as well as the recovery and reconstruction efforts following an emergency.

2.28.060 Powers and Duties of the Director and Assistant Director of Emergency Services.

a. The Director of Emergency Services is hereby empowered to:

    1. Request, within ten (10) days after the actual occurrence of a disaster if assistance will be requested, that the City Council proclaim the existence or threatened existence of a local emergency, if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect. The City Council shall take action to review the need to continue the proclamation at least once every sixty (60) days until terminated.
    2. Request that the Governor proclaim a state of emergency when, in the opinion of the Director

of Emergency Services, the locally available resources are inadequate to cope with the emergency situation.

3. Supervise and direct the City emergency organization and efforts to respond to the emergency situation, as provided for in this section and the City's Emergency Operations Plan.
4. Supervise and direct the cooperation between the coordination of services, resources and staff of the City's emergency organization; and resolve questions of authority and responsibility that may arise between them.
5. Represent the City in all dealings with public or private agencies on matters pertaining to the City's preparedness planning, response, and recovery from an emergency.

b. In the event of a proclamation of a local emergency as provided in this chapter, the proclamation of a state of emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a state of war emergency, the Director of Emergency Services is hereby empowered to:

   a. Appoint the Director of Emergency Operations Center, based on available personnel and the nature of the declared emergency;
   b. Make and issue rules and regulations on matters related to the protection of life and property as affected by the emergency, or other actions that would assist in the City's response to the situation. These actions must be approved by the City Council at the earliest practicable time, but no later than thirty (30) days, or the actions will be considered invalid;
   c. Procure vital supplies, equipment and other materials and property deemed necessary for the protection of life and property; to bind the City for the fair value of such materials, and if required, commandeer those materials for public use;
   d. Require the emergency services of any City officer or employee and, in the event of a proclamation of a state of emergency in Tuolumne County, or the existence of a state of war emergency, to command the aid of as many citizens of this community as deemed necessary in directing the City response efforts. Such persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered disaster service workers;
   e. Requisition of any necessary personnel, equipment, or resources from any City department or agency as deemed necessary and appropriate for the direction of the City's response efforts; and
   f. Direct and implement actions as requested by the City Council, whose superseding authority remains in effect.

c. The Director of Emergency Services shall designate the order of succession to that office, to take effect in the event the Director of Emergency Services is unavailable to perform the duties of that office in the event of an emergency. The order of succession shall be approved by the City Council.

d. The Assistant Director of Emergency Services shall, if the position is staffed in periods where there is no emergency proclamation in effect, under the supervision of the Director of Emergency Services and with the assistance of emergency personnel, develop emergency plans and manage the emergency programs of this City; and shall have such other powers and duties as may be assigned by the Director of Emergency Services.

2.28.070 Emergency Organization.

All officers and employees of this City, together with those volunteers enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of this section, charged with duties incident to the protection of life and property in this City during such emergency, shall constitute the emergency organization of the City of Sonora.

2.28.080 Compliance with the California Emergency Services Act.

This City of Sonora Disaster Council shall comply with the California Emergency Services Act.

2.28.090 Emergency Operations Plan.

The City of Sonora Emergency Services Coordinator shall be responsible for the development of the Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this jurisdiction, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such a plan shall take effect upon adoption by resolution of the governing body.

2.28.100 Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

2.28.110 Violations; Penalty.

It shall be a misdemeanor, punishable by a fine not to exceed one thousand dollars ($1,000), or by imprisonment not to exceed six (6) months, or both, for any person, during an emergency, to:

a. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter.
b. Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.
c. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

2.28.120 Repeal of Conflicting Ordinances.

It is the intent of the City Council in enacting this chapter that it shall be considered a revision and continuation of the chapter repealed by this chapter, and the status of volunteers shall not be affected by such repeal; nor shall plans and agreements, rules and regulations, or resolutions adopted pursuant to such repealed chapter be affected by such repeal until amended, modified or superseded as provided in this chapter.

SECTION 3. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

SECTION 5. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on September XX, 2025, and passed and adopted as Ordinance No. XXX at a regular meeting of the City Council held on October XX, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

Approved as to Form:

_____
Douglas L. White, City Attorney

Publish: The Union Democrat, Sonora
_____, 2025

RESOLUTION 07-21-2025-C

A RESOLUTION ADOPTING THE 2025 CITY OF SONORA EMERGENCY OPERATIONS PLAN AND REVISION OF THE CITY OF SONORA CITY MUNICIPAL CODE CHAPTER 2.28 - EMERGENCY SERVICES

WHEREAS, the City Council of the City of Sonora recognizes that planning for emergencies in advance can reduce potential harm to people, property, and the environment within our community from the threat of natural, human-caused, and/or technological hazards; and

WHEREAS, an emergency operations plan and its associated annexes provide the framework for emergency response and emergency management within the City of Sonora during extraordinary incidents, emergencies, or disasters; and

WHEREAS, the City of Sonora seeks to ensure the effective, coordinated, and efficient management and deployment of response resources and capabilities to address potential extraordinary incidents, emergencies, or disasters; and

WHEREAS, the City of Sonora Emergency Operations Plan is a multi-discipline, all-hazards plan that establishes a single, comprehensive framework for response and emergency management systems, defines roles and responsibilities of the City's emergency response organization, and provides triggers for implementation of this plan during disasters; and

WHEREAS, upon adoption of this plan, the City of Sonora will concurrently be adopting the provisions of the National Incident Management System (NIMS) as directed by the Homeland Security Presidential Directive-5 (HSPD-5), and the State's Standardized Emergency Management System (SEMS) as directed by the State of California Emergency Services Act; and

WHEREAS, City of Sonora Municipal Code Chapter 2.28 – Emergency Services replaces City of Sonora Municipal Code Chapter 8.30 – Emergency Services; and

WHEREAS, the revision of the City of Sonora City Municipal Code Chapter 2.28 - Emergency Services to add the statement "Compliance with the Emergency Services Act" will ensure compliance with California State Government Code 8610; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sonora does hereby adopt the Emergency Operations Plan as an official plan for the City of Sonora, a political subdivision of the County of Tuolumne and the State of California.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Sonora held on the 21st day of July 2025, by Council Member who moved its adoption, which motion was duly seconded by Council Member and the Resolution adopted by the following vote:

AYES: Merrill, Levine, Opie, Plummer

NOES: _____

ABSENT: Segerstrom

APPROVED:

For Ann Segerstrom, Mayor

ATTEST:

Tracy L. Skelly, City Clerk

RESOLUTION 07-21-2025-C

CITY OF SONORA ORDINANCE NO. 905

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING CHAPTER 8.30, "EMERGENCY SERVICES," OF THE SONORA MUNICIPAL CODE TO UPDATE EMERGENCY SERVICES PROVISIONS AND ADOPT THE 2025 CITY OF SONORA EMERGENCY OPERATIONS PLAN

WHEREAS, the City of Sonora is committed to maintaining a comprehensive emergency management framework consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS); and

WHEREAS, the California Emergency Services Act (Government Code Section 8610 et seq.) authorizes cities to provide for an emergency organization and establish powers, duties, and procedures to effectively respond to emergencies and disasters; and

WHEREAS, the City of Sonora has developed the 2025 City of Sonora Emergency Operations Plan ("EOP") in compliance with best practices and guidance provided by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG 101); and

WHEREAS, the City's Disaster Council and Core Planning Team have reviewed and updated the EOP to enhance the City's preparedness and ensure eligibility for state and federal disaster assistance; and

WHEREAS, the City Council wishes to adopt the updated Emergency Operations Plan by replacing 8.30 and adding Chapter 2.28 of the Sonora Municipal Code to reflect current standards, procedures, and organizational structures for emergency management.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

Section 1. Replacement of Chapter 8.30

Chapter 2.28 of the Sonora Municipal Code ("Emergency Services") is hereby added to:

1. **Update Definitions** to align with the California Emergency Services Act and incorporate references to SEMS, NIMS, and ICS.
2. **Clarify the Organization and Membership of the Disaster Council**, specifying roles for the Director of Emergency Services (City Administrator), Assistant Director (Fire Chief), Emergency Services Coordinator, and key stakeholders.
3. **Designate the City Administrator as the Director of Emergency Services**, responsible for leading emergency preparedness, response, recovery, and mitigation efforts, and adopting the order of succession for emergency leadership roles.
4. **Authorize the Director of Emergency Services** to implement the Emergency Operations Plan and, during an emergency, to issue necessary rules, regulations, and orders for the protection of life and property, subject to subsequent City Council review and ratification as required by law.
5. **Formally Adopt the 2025 City of Sonora Emergency Operations Plan**, including annexes for Alert and Warning, Evacuation, Debris Management, and other hazard-specific and functional annexes, recognizing the plan as a living document that may be amended administratively by the Emergency Services Coordinator to address changing conditions, risks, and best practices.

6. **Ensure Compliance with the California Emergency Services Act**, SEMS, NIMS, and FEMA guidance, maintaining eligibility for federal and state disaster assistance programs and grants.
7. **Reaffirm the Authority of the City Council** to review, amend, or replace the Emergency Operations Plan as needed, and require periodic review and exercises to maintain operational readiness.

Section 2. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date

This ordinance shall become effective thirty (30) days following its adoption by the City Council.

Section 4. Publication

The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published and/or posted pursuant to the provisions of the Government Code of the State of California.

PASSED AND ADOPTED by the City Council of the City of Sonora on this 21st day of July 2025, by the following vote:

AYES: Merrill, Levine, Opie, Plummer

NOES: _____

ABSENT: Segerstrom

APPROVED:

Vice Mayor

For Ann Segerstrom, Mayor, City of Sonora

ATTEST:

Tracy L. Skelly

Tracy L. Skelly, City Clerk, City of Sonora

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: October 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Douglas L. White, City Attorney

SUBJECT: Waive First Reading, Read by Title Only, and Introduce Ordinance 910 of the Sonora City Council Repealing and Replacing Section 8.40.010, Fire Hazard Severity Zones, of Section 8.40, Fire Hazard Severity Zones, of Title 8, Health and Safety, of the Sonora Municipal Code to Align with Ordinance No. 906

RECOMMENDATION

Waive First Reading, Read by Title Only, and Introduce Ordinance No. 910 Repealing and Replacing Section 8.40.010, Fire Hazard Severity Zones, of Section 8.40, Fire Hazard Severity Zones, of Title 8, Health and Safety, of the Sonora Municipal Code to Align with Ordinance No. 906.

BACKGROUND

During the City of Sonora ("City") Council meeting on June 16, 2025, the City Council passed Ordinance No. 906, which adopted the 2025 Fire Hazard Severity Zone Map for the City recommended by the California State Fire Marshal. However, Ordinance No. 906 did not update the section of the Sonora Municipal Code that addresses fire hazard severity zones. As currently written, section 8.40.010, Fire Hazard Severity Zones, of the Sonora Municipal Code references a map dated September 2, 2008.

DISCUSSION

Section 8.40.010, Fire Hazard Severity Zones, of the Sonora Municipal Code designates a very high fire severity zone as designated on a map dated September 2, 2008. Ordinance No. 906 adopted a new fire hazard severity zone map for 2025, and section 8.40.010 should be updated to reflect the current map. The proposed Ordinance amends section 8.40.010 of the Sonora Municipal Code to reflect the 2025 fire hazard severity zone map.

FISCAL IMPACT

There is no fiscal impact associated with the proposed Ordinance. The 2025 Fire Hazard Severity Zone Map was already adopted by Ordinance No. 906, and the proposed Ordinance aligns section 8.40.010 of the Sonora Municipal Code with the current map.

ATTACHMENTS

1. Ordinance No. 910
2. Ordinance No. 906

CORE COUNCIL PRIORITIES

Public Safety and Disaster Preparedness.

ORDINANCE NO. 910~~XXX~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA REPEALING AND REPLACING SECTION 8.40.010, FIRE HAZARD SEVERITY ZONES, OF SECTION 8.40, FIRE HAZARD SEVERITY ZONES, OF TITLE 8, HEALTH AND SAFETY, OF THE SONORA MUNICIPAL CODE TO ALIGN WITH ORDINANCE NO. 906

WHEREAS, section 8.40.010, Fire Hazard Severity Zones, of the Sonora Municipal Code references the very high fire hazard severity zones on a map dated September 2, 2008; and

WHEREAS, during the City of Sonora ("City") Council meeting on June 16, 2025, the City Council passed Ordinance No. 906 adopting the 2025 Fire Hazard Severity Zone Map; and

WHEREAS, Ordinance No. 906 did not amend section 8.40.010 to reflect the 2025 Fire Hazard Severity Zone Map; and

WHEREAS, section 8.40.010 of the Sonora Municipal Code should be repealed and replaced to remove the reference to the map dated September 2, 2008, and instead refer to the 2025 Fire Hazard Severity Zone Map adopted by Ordinance No. 906.

NOW, THEREFORE, THE CITY OF SONORA CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8.40.010, Fire Hazard Severity Zones, of Chapter 8.40, Fire Hazard Severity Zones, of Title 8, Health and Safety, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new section that shall read as follows:

8.40.010 - Fire Hazard Severity Zones

The City Council hereby adopts the fire hazard severity zones designated by the California State Fire Marshal for the City's service area as outlined on the 2025 Fire Hazard Severity Zone Map for the City of Sonora, adopted by Ordinance No. 906 and retained on file at 94 North Washington Street, City Hall, and at 201 South Shepherd Street, the City's fire station, in the City of Sonora.

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

SECTION 4. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on September XX, 2025, and passed and adopted as Ordinance No. XXX at a regular meeting of the City Council held on October XX, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

Approved as to Form:

_____
Douglas L. White, City Attorney

Publish: The Union Democrat, Sonora
_____, 2025

ORDINANCE NO. 910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA REPEALING AND REPLACING SECTION 8.40.010, FIRE HAZARD SEVERITY ZONES, OF SECTION 8.40, FIRE HAZARD SEVERITY ZONES, OF TITLE 8, HEALTH AND SAFETY, OF THE SONORA MUNICIPAL CODE TO ALIGN WITH ORDINANCE NO. 906

WHEREAS, section 8.40.010, Fire Hazard Severity Zones, of the Sonora Municipal Code references the very high fire hazard severity zones on a map dated September 2, 2008; and

WHEREAS, during the City of Sonora ("City") Council meeting on June 16, 2025, the City Council passed Ordinance No. 906 adopting the 2025 Fire Hazard Severity Zone Map; and

WHEREAS, Ordinance No. 906 did not amend section 8.40.010 to reflect the 2025 Fire Hazard Severity Zone Map; and

WHEREAS, section 8.40.010 of the Sonora Municipal Code should be repealed and replaced to remove the reference to the map dated September 2, 2008, and instead refer to the 2025 Fire Hazard Severity Zone Map adopted by Ordinance No. 906.

NOW, THEREFORE, THE CITY OF SONORA CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8.40.010, Fire Hazard Severity Zones, of Chapter 8.40, Fire Hazard Severity Zones, of Title 8, Health and Safety, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new section that shall read as follows:

8.40.010 - Fire Hazard Severity Zones

The City Council hereby adopts the fire hazard severity zones designated by the California State Fire Marshal for the City's service area as outlined on the 2025 Fire Hazard Severity Zone Map for the City of Sonora, adopted by Ordinance No. 906 and retained on file at 94 North Washington Street, City Hall, and at 201 South Shepherd Street, the City's fire station, in the City of Sonora.

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

SECTION 4. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on September XX, 2025, and passed and adopted as Ordinance No. XXX at a regular meeting of the City Council held on October XX, 2025, by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

Approved as to Form:

_____
Douglas L. White, City Attorney

Publish: The Union Democrat, Sonora
_____, 2025

THE CITY OF SONORA
ORDINANCE NO. 906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA ADOPTING THE 2025 FIRE HAZARD SEVERITY ZONE MAP AS RECOMMENDED BY THE CALIFORNIA STATE FIRE MARSHAL

WHEREAS, Government Code Section 51178 requires the California State Fire Marshal to identify and recommend areas within the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria; and

WHEREAS, pursuant to Government Code Section 51179, local agencies are required to adopt the fire hazard severity zone designations within 120 days of receiving the recommendations from the State Fire Marshal; and

WHEREAS, on March 10, 2025, the Sonora Fire Department received the 2025 Fire Hazard Severity Zone (FHSZ) Map from the State Fire Marshal, identifying designated zones within the city's jurisdiction; and

WHEREAS, information regarding the 2025 FHSZ Maps on a state-wide and county-by-county basis is available on the public website of the State Fire Marshal at https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones ; and

WHEREAS, the specific map for the City of Sonora is attached and incorporated herein as Exhibit A; and

WHEREAS, the city finds that adoption of the map is in the interest of public safety, supports fire prevention and mitigation efforts, and ensures compliance with applicable state law; and

WHEREAS, the city has not reduced or altered the fire hazard severity designations established by the State Fire Marshal, and this adoption is consistent with the model ordinance requirements by the State Fire Marshal.

NOW, THEREFORE, THE CITY OF SONORA CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. ADOPTION of 2025 FHSZ Maps. The 2025 Fire Hazard Severity Zone Map for the City of Sonora, recommended by the California State Fire Marshal for the City's service area, is adopted without change and incorporated herein as Exhibit A.

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

SECTION 4. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on June 2, 2025, and passed and adopted as Ordinance No. 906 at a regular meeting of the City Council held on June 16, 2025, by the following vote:

AYES: Segerstrom, Merrill, Levine, Plummer

NOES: _____

ABSENT OR ABSTAIN: Opie

Ann E. Segerstrom
Ann Segerstrom, Mayor, City of Sonora

ATTEST: Tracy L. Skelly
Tracy Skelly, City Clerk, City of Sonora

Approved as to Form:
FOR Douglas L. White, City Attorney

Publish: The Union Democrat, Sonora
May 29, 2025

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 6, 2025

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Consider Recommendation to Formally Dissolve Four (4) City Commissions/Committees.

RECOMMENDATION

Consider Recommendation to Formally Dissolve Four (4) City Committees/Commissions:

1. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 911 of the Sonora City Council Amending Chapter 12.20, Shade Trees and Shrubs, of Title 12, Streets and Sidewalks, of the Sonora Municipal Code to Dissolve the City Tree and Landscaping Board.

2. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 912 of the Sonora City Council Amending Sections 2.36.040, Management and Supervision, 2.36.060, Superintendent – Purchases; City Council Approval, and 2.36.130, Grave Markers – Requirements, of Chapter 2.36, Cemeteries, Of Title 2, Administration and Personnel, of the Sonora Municipal Code to Dissolve the Cemetery Committee.

3. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 913 of the Sonora City Council Repealing Chapter 10.24, Parking and Traffic Commission, of Title 10, Vehicles and Traffic, of the Sonora Municipal Code to Dissolve the Parking and Traffic Commission.

4. Adopt Resolution 10-06-2025-C Dissolving the Parks, Recreation, and Beautification Committee.

5. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 914 of the Sonora City Council Amending Sections 17.33.050 Administration, and 17.33.030, Land Use Plan, of Chapter 17.33, Commercial Specific Plan, of Title 17, Zoning, of the Sonora Municipal Code.

BACKGROUND

During the City Council meeting on August 18, 2025, the Council discussed the proposed dissolution of four City commissions and committees including (1) Tree and Landscaping Board, (2) Cemetery Committee, (3) Parking and Traffic Commission, and (4) The Parks, Recreation, and Beautification Committee. The Council directed staff to prepare the necessary ordinances to dissolve the commissions and committees, in the interest of streamlining City operations and reducing bureaucracy. The City Council retains the discretion to establish standing or ad-hoc committees in the future, as needed.

Formal ordinances are required to dissolve three of the four committees as they are codified in the Municipal Code. These three committees are the (1) Tree and Landscaping Board, (2) the Cemetery Committee, and (3) the Parking and Traffic Commission.

The remaining committee, the Parks, Recreation and Beautification Committee, may be dissolved by resolution because it was not established through codification in the Municipal Code. However, since the City's Zoning Ordinance contains several references to this committee, an ordinance is required to remove those references from the Municipal Code.

The four ordinances and accompanying resolution will dissolve the four committees and commissions, remove all references of them from the Municipal Code, and reassign their responsibilities to City staff or, where applicable, the City Administrator or their designee.

DISCUSSION

(1) City Tree and Landscaping Board

Established under Sonora Municipal Code Section 12.20.030, this board is comprised of members of the Parks, Recreation, and Beautification subcommittee and public appointees selected by the Mayor. Its responsibilities include developing and administering plans for the care and management of public trees and shrubs. Upon dissolution, responsibilities of the Tree and Landscaping Board will be assumed by the City Administrator or their designee.

To dissolve the Tree and Landscaping Board, the proposed Ordinance would repeal and amend various sections of Chapter 12.20 of the Municipal Code (Shade Trees and Shrubs).

All references to the Tree and Landscaping Board in this chapter would be replaced with "the City Administrator or their designee." The amendments would transfer all authority and functions of the Tree and Landscaping Board to the City Administrator or their designee.

Chapter 12.20 in the Municipal Code also references the Parks, Recreation, and Beautification Committee, which is being dissolved by resolution. For consistency, references to this committee in the Municipal Code will also be removed in the attached ordinance.

(2) Cemetery Committee

Created under Sonora Municipal Code Section 2.36, this committee includes the cemetery superintendent (the City Administrator) and two (2) councilmembers. The committee is responsible for administration of City cemeteries. Upon dissolution, the responsibilities of the Cemetery Committee will be assumed by the cemetery superintendent (the City Administrator).

To dissolve the Cemetery Committee, the proposed ordinance will amend three sections of Chapter 2.36. Management and supervision of cemeteries will be left to the cemetery superintendent. Other references to the Cemetery Committee were removed and, where applicable, replaced with the cemetery superintendent.

Additionally, the purchasing authority of the cemetery superintendent is modified to be the City Administrator's purchasing authority. The previous purchasing authority of the cemetery superintendent was $25.00.

(3) Parking and Traffic Commission

Sonora Municipal Code Section 10.24.010 establishes the parking and traffic commission, comprised of eight (8) members. This Commission is responsible for orderly planning of the City's parking and traffic. Since the establishment of the Commission, it has been supported by Engineering Staff and Clerk Functions. By engaging a full-time engineering staff, the City is taking a proactive approach to the comprehensive planning, maintenance, and construction of its roadway infrastructure.

To dissolve the Parking and Traffic Commission, the proposed ordinance revokes and reserves the entirety of Chapter 10.24 as all provisions relate to the functions and administration of the Parking and Traffic Committee. The responsibilities of the Parking and Traffic Commission will be assumed by the City Administrator and engineering staff.

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

This committee was formed to meet on an as-needed basis to address issues related to parks, recreation, and beautification. Because this committee was not codified, the Council is able to dissolve it through resolution. The responsibilities of the Parks, Recreation and Beautification commission will be assumed by City Staff, specifically Community Development.

In addition, references to the Parks, Recreation, and Beautification Committee were found in Chapter 17.33, Commercial Specific Plan, of Title 17 Zoning, of the Sonora Municipal Code. The proposed ordinance would eliminate three references to the Parks, Recreation, and Beautification Committee within Chapter 17.33 and, where applicable, be replaced with the 'Planning Commission.' Under the proposed amendment, the Planning Commission would be responsible for approving the landscape and lighting plan for a commercial specific plan site.

FISCAL IMPACT

Preparation of the necessary ordinances and resolutions required City Attorney time.

ATTACHMENTS

1. Ordinance No. 911 of the Sonora City Council Amending Chapter 12.20, Shade Trees and Shrubs, of Title 12, Streets and Sidewalks, of the Sonora Municipal Code to Dissolve the City Tree and Landscaping Board.
2. Ordinance No. 912 of the Sonora City Council Amending Sections 2.36.040, Management and Supervision, 2.36.060, Superintendent – Purchases; City Council Approval, and 2.36.130, Grave Markers – Requirements, of Chapter 2.36, Cemeteries, Of Title 2, Administration and Personnel, of the Sonora Municipals Code to Dissolve the Cemetery Committee.
3. Ordinance No. 913 of the Sonora City Council Repealing Chapter 10.24, Parking and Traffic Commission, of Title 10, Vehicles and Traffic, of the Sonora Municipal Code to Dissolve the Parking and Traffic Commission.
4. Resolution 10-06-2025-C Dissolving the Parks, Recreation, and Beautification Committee.
5. Ordinance No. 914 of the Sonora City Council Amending Sections 17.33.050 Administration, and 17.33.030, Land Use Plan, of Chapter 17.33, Commercial Specific Plan, of Title 17, Zoning, of the Sonora Municipal Code.

CORE COUNCIL PRIORITIES

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

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING CHAPTER 12.20, SHADE TREES AND SHRUBS, OF TITLE 12, STREETS AND SIDEWALKS, OF THE SONORA MUNICIPAL CODE TO DISSOLVE THE CITY TREE AND LANDSCAPING BOARD

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the Sonora City Council ("City Council") to establish committees by ordinance or resolution; and

WHEREAS, the Sonora City Council formed the City Tree and Landscaping Board ("Board") by Ordinance, including it in several provisions of Chapter 12.20, Shade Trees and Shrubs, of Title 12, Streets and Sidewalks, of the Sonora Municipal Code; and

WHEREAS, the Board was formed to develop and administer a written plan for trees and shrubs in parks, along streets and in other public areas and to review landscaping plans for new development; and

WHEREAS, the Board is comprised of the City Council subcommittee on parks, recreation and beautification and other members of the public appointed by the mayor; and

WHEREAS, there are no City Council or public members assigned to the Board and there is no record of recent Board activity; and

WHEREAS, on August 18, 2025, the City Council discussed the dissolution of the Board; and

WHEREAS, during that discussion, the City Council recommended dissolution of the Board to streamline City operations and reduce unnecessary bureaucracy; and

WHEREAS, during that same discussion, the City Council agreed to dissolve the Parks, Recreation, and Beautification Committee which is part of the Board and intends to adopt a resolution to do so; and

WHEREAS, the City Council now intends to dissolve the Board through the amendment of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code by replacing all references to the Board with 'the City Administrator or their designee'; and

WHEREAS, the City Council intends to remove all references to the Parks, Recreation, and Beautification Committee within Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 12.20.030, Creation and Establishment of a City Tree and Landscaping Board, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, is hereby repealed in its entirety and reserved for future use.

SECTION 2. Section 12.20.040, Duties and Responsibilities, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.040 which shall read as follows:

12.20.040 - Duties and Responsibilities

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

SECTION 3. Section 12.20.050, Street Tree Species to be Planted, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.050 which shall read as follows:

12.20.050 - Street Tree Species to be Planted

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

SECTION 4. Section 12.20.070, Public Tree Care, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.070 which shall read as follows:

12.20.070 - Public Tree Care

The city may plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be

necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

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

SECTION 5. Section 12.20.080, Tree Topping, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.080 which shall read as follows:

12.20.080 - Tree Topping

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

SECTION 6. Section 12.20.100, Dead or Diseased Tree Removal on Private Property, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.100 which shall read as follows:

12.20.100 - Dead or Diseased Tree Removal on Private Property

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

SECTION 7. Section 12.20.120, Landscape Plans Required for Subdivisions/Planned Developments, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.120 which shall read as follows:

12.20.120 - Landscape Plans Required for Subdivisions/Planned Developments

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

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

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

SECTION 8. Section 12.20.130, Landscape Plans Required for Commercial, Industrial, Parking Lots and Multifamily Residential Construction, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.130 which shall read as follows:

12.20.130 - Landscape Plans Required for Commercial, Industrial, Parking Lots and Multifamily Residential Construction

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

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

~~board to the~~ Pplanning Ccommission, according to procedures set forth in Section 17.62.100 of this code.

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

SECTION 9. Subdivision A of Section 12.20.135, Security Provisions, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Subdivision A of Section 12.20.135 which shall read as follows:

12.20.135 - Security Provisions

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

...

SECTION 10. Section 12.20.140, Building Permits, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.140 which shall read as follows:

12.20.140 - Building Permits

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

SECTION 11. Section 12.20.145, Maintenance and Enforcement, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal

Code, shall be repealed in its entirety and replaced with a new Section 12.20.145 which shall read as follows:

12.20.145 - Maintenance and Enforcement

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

B. Enforcement of the implementation of approved landscape plans and of the above maintenance provisions shall be at the direction of the community development director. After inspection, if a violation of this section is determined to exist, written notice shall be given to the property owner. Notice shall include identification of the property location; the nature of the violation; the section(s) of the code upon which the violation is based; a description of actions required to address the violation; and time within which the work must be accomplished. Generally, the time allowed for work to bring the premises into compliance shall not be less than thirty days or more than ninety days from the date of the written notice.

C. Prior to the issuance of a certificate of occupancy, the landowner shall file a maintenance agreement and easement to enter and maintain, and a security guarantee in a manner like that outlined in Section 12.20.135 of this chapter to the approval of the city attorney. The agreement and easement to enter and maintain shall ensure that if the landowner, or subsequent owners, fails to maintain the required installed site improvements, the city will be able to accomplish the required maintenance. The amount of the

security throughout the maintenance period shall be one and one fourth times the licensed contractor's estimate of the cost to maintain the project.

SECTION 12. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 13. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

_____

Tracy Skelly

City Clerk, City of Sonora

_____

Ann Segerstrom

Mayor

ORDINANCE NO. 911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING CHAPTER 12.20, SHADE TREES AND SHRUBS, OF TITLE 12, STREETS AND SIDEWALKS, OF THE SONORA MUNICIPAL CODE TO DISSOLVE THE CITY TREE AND LANDSCAPING BOARD

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the Sonora City Council ("City Council") to establish committees by ordinance or resolution; and

WHEREAS, the Sonora City Council formed the City Tree and Landscaping Board ("Board") by Ordinance, including it in several provisions of Chapter 12.20, Shade Trees and Shrubs, of Title 12, Streets and Sidewalks, of the Sonora Municipal Code; and

WHEREAS, the Board was formed to develop and administer a written plan for trees and shrubs in parks, along streets and in other public areas and to review landscaping plans for new development; and

WHEREAS, the Board is comprised of the City Council subcommittee on parks, recreation and beautification and other members of the public appointed by the mayor; and

WHEREAS, there are no City Council or public members assigned to the Board and there is no record of recent Board activity; and

WHEREAS, on August 18, 2025, the City Council discussed the dissolution of the Board; and

WHEREAS, during that discussion, the City Council recommended dissolution of the Board to streamline City operations and reduce unnecessary bureaucracy; and

WHEREAS, during that same discussion, the City Council agreed to dissolve the Parks, Recreation, and Beautification Committee which is part of the Board and intends to adopt a resolution to do so; and

WHEREAS, the City Council now intends to dissolve the Board through the amendment of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code by replacing all references to the Board with 'the City Administrator or their designee'; and

WHEREAS, the City Council intends to remove all references to the Parks, Recreation, and Beautification Committee within Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 12.20.030, Creation and Establishment of a City Tree and Landscaping Board, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, is hereby repealed in its entirety and reserved for future use.

SECTION 2. Section 12.20.040, Duties and Responsibilities, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.040 which shall read as follows:

12.20.040 - Duties and Responsibilities

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

SECTION 3. Section 12.20.050, Street Tree Species to be Planted, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.050 which shall read as follows:

12.20.050 - Street Tree Species to be Planted

The City Administrator or their designee will develop a list of appropriate trees to be planted in public spaces and will forward it to the city council for adoption and publication by resolution.

SECTION 4. Section 12.20.070, Public Tree Care, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.070 which shall read as follows:

12.20.070 - Public Tree Care

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

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

SECTION 5. Section 12.20.080, Tree Topping, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.080 which shall read as follows:

12.20.080 - Tree Topping

It shall be unlawful as a normal practice for any person, firm or city department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other

causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this section at the determination of the City Administrator or their designee.

SECTION 6. Section 12.20.100, Dead or Diseased Tree Removal on Private Property, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.100 which shall read as follows:

12.20.100 - Dead or Diseased Tree Removal on Private Property

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

SECTION 7. Section 12.20.120, Landscape Plans Required for Subdivisions/Planned Developments, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.120 which shall read as follows:

12.20.120 - Landscape Plans Required for Subdivisions/Planned Developments

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

Where said projects may potentially affect or change the existing landscape in the discretion of the planning department, the planning department shall require a landscape plan to be referred to the Planning Commission for review and written approval. An applicant may appeal the decision of the Planning Commission, according to procedures set forth in Section 17.62.100 of this code.

Once a landscape plan has been approved as provided in this chapter, no changes shall be permitted in the approved plan without the review and written approval of the Community Development Director.

SECTION 8. Section 12.20.130, Landscape Plans Required for Commercial, Industrial, Parking Lots and Multifamily Residential Construction, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.130 which shall read as follows:

12.20.130 - Landscape Plans Required for Commercial, Industrial, Parking Lots and Multifamily Residential Construction

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

Where said projects may potentially affect or change the existing landscape in the discretion of the planning department, the planning department shall require a landscape plan to be referred to the Planning Commission for review and written approval. An applicant may appeal the decision of the Planning Commission, according to procedures set forth in Section 17.62.100 of this code.

Once a landscape plan has been approved as provided in this chapter, no changes shall be permitted in the approved plan without the review and written approval of the Community Development Director.

SECTION 9. Subdivision A of Section 12.20.135, Security Provisions, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Subdivision A of Section 12.20.135 which shall read as follows:

12.20.135 - Security Provisions

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

...

SECTION 10. Section 12.20.140, Building Permits, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.140 which shall read as follows:

12.20.140 - Building Permits

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

SECTION 11. Section 12.20.145, Maintenance and Enforcement, of Chapter 12.20, Shade Trees and Shrubs, of Title 12 Streets and Sidewalks, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 12.20.145 which shall read as follows:

12.20.145 - Maintenance and Enforcement

A. The property owner shall be responsible for the on-going maintenance of all landscaping in a healthy and growing condition that is appropriate for the season of the year.

Maintenance shall be conducted in all landscape areas, parking lots, driveways and aisles, hardscape, pavement and curb markings. Throughout the life of the project, maintenance of approved landscaping shall consist of regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, the removal and replacement of dead plants, and the repair and replacement of irrigation systems and integrated architectural features. Plants that die shall be replaced as directed by the community development director with new plant materials that conform to the approved landscape plan. For the first three years of maintenance of landscape areas for which a landscape plan has been approved, it shall be professionally maintained by a licensed contractor. At the discretion of theCity Administrator or their designee, professional maintenance may be required for up to the first ten years of maintenance.

B. Enforcement of the implementation of approved landscape plans and of the above maintenance provisions shall be at the direction of the community development director. After inspection, if a violation of this section is determined to exist, written notice shall be given to the property owner. Notice shall include identification of the property location; the nature of the violation; the section(s) of the code upon which the violation is based; a description of actions required to address the violation; and time within which the work must be accomplished. Generally, the time allowed for work to bring the premises into compliance shall not be less than thirty days or more than ninety days from the date of the written notice.

C. Prior to the issuance of a certificate of occupancy, the landowner shall file a maintenance agreement and easement to enter and maintain, and a security guarantee in a manner like that outlined in Section 12.20.135 of this chapter to the approval of the city attorney. The agreement and easement to enter and maintain shall ensure that if the landowner, or subsequent owners, fails to maintain the required installed site improvements, the city will be able to accomplish the required maintenance. The amount of the security throughout the maintenance period shall be one and one fourth times the licensed contractor's estimate of the cost to maintain the project.

SECTION 12. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 13. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation

at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____

Tracy Skelly

City Clerk, City of Sonora

APPROVED:

_____

Ann Segerstrom

Mayor

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING SECTIONS 2.36.040, MANAGEMENT AND SUPERVISION, 2.36.060, SUPERINTENDENT – PURCHASES; CITY COUNCIL APPROVAL, AND 2.36.130, GRAVE MARKERS – REQUIREMENTS, OF CHAPTER 2.36, CEMETERIES, OF TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE SONORA MUNICIPAL CODE TO DISSOLVE THE CEMETERY COMMITTEE

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the City Council to establish committees by ordinance or resolution; and

WHEREAS, the Sonora City Council created the Cemetery Committee through codification of section 2.36.040, Management and Supervision, of Chapter 2.36 Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code; and

WHEREAS, the Cemetery Committee includes two City Councilmembers appointed by the Mayor; and

WHEREAS, there are currently no City Councilmembers assigned to the Cemetery Committee; and

WHEREAS, the date of the Cemetery Committee's last meeting is unknown; and

WHEREAS, on August 18, 2025, the City Council, discussed the dissolution of the Cemetery Committee and potential updates to Sonora Municipal Code section 2.36; and

WHEREAS, during that discussion, the City Council directed staff to prepare the necessary documents to dissolve the Cemetery Committee and amend the Sonora Municipal Code to remove all references to the Cemetery Committee; and

WHEREAS, the dissolution of the Cemetery Committee will streamline City operations and reduce unnecessary bureaucracy, as the cemetery superintendent, which the Municipal Code recognizes as the City Administrator, is well equipped to perform the management of City cemeteries.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.36.040, Management and Supervision, of Chapter 2.36, Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 2.36.040 which shall read as follows:

2.36.040 - Management and Supervision

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

SECTION 2. Section 2.36.060, Superintendent—Purchases; City Council Approval, of Chapter 2.36, Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 2.36.060 which shall read as follows:

2.36.060 - Superintendent—Purchases; City Council Approval

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

SECTION 3. Section 2.36.130, Grave Markers—Requirements; City Council Approval, of Chapter 2.36, Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 2.36.130 which shall read as follows:

2.36.130 - Grave Markers—Requirements

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

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____

Tracy Skelly

City Clerk, City of Sonora

APPROVED:

_____

Ann Segerstrom

Mayor

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING SECTIONS 2.36.040, MANAGEMENT AND SUPERVISION, 2.36.060, SUPERINTENDENT – PURCHASES; CITY COUNCIL APPROVAL, AND 2.36.130, GRAVE MARKERS – REQUIREMENTS, OF CHAPTER 2.36, CEMETERIES, OF TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE SONORA MUNICIPAL CODE TO DISSOLVE THE CEMETERY COMMITTEE

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the City Council to establish committees by ordinance or resolution; and

WHEREAS, the Sonora City Council created the Cemetery Committee through codification of section 2.36.040, Management and Supervision, of Chapter 2.36 Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code; and

WHEREAS, the Cemetery Committee includes two City Councilmembers appointed by the Mayor; and

WHEREAS, there are currently no City Councilmembers assigned to the Cemetery Committee; and

WHEREAS, the date of the Cemetery Committee's last meeting is unknown; and

WHEREAS, on August 18, 2025, the City Council, discussed the dissolution of the Cemetery Committee and potential updates to Sonora Municipal Code section 2.36; and

WHEREAS, during that discussion, the City Council directed staff to prepare the necessary documents to dissolve the Cemetery Committee and amend the Sonora Municipal Code to remove all references to the Cemetery Committee; and

WHEREAS, the dissolution of the Cemetery Committee will streamline City operations and reduce unnecessary bureaucracy, as the cemetery superintendent, which the Municipal Code recognizes as the City Administrator, is well equipped to perform the management of City cemeteries.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.36.040, Management and Supervision, of Chapter 2.36, Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 2.36.040 which shall read as follows:

2.36.040 - Management and Supervision

The general management and supervision of cemeteries shall be under the direction of the superintendent of cemeteries..

SECTION 2. Section 2.36.060, Superintendent—Purchases; City Council Approval, of Chapter 2.36, Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 2.36.060 which shall read as follows:

2.36.060 - Superintendent—Purchases; City Council Approval

All purchases in excess of the City Administrator's purchasing authority by the superintendent, in connection with the Old City Cemetery and Mountain Shadow Cemetery, shall first be submitted to the city council for its approval before such purchases are made.

SECTION 3. Section 2.36.130, Grave Markers—Requirements; City Council Approval, of Chapter 2.36, Cemeteries, of Title 2, Administration and Personnel, of the Sonora Municipal Code, shall be repealed in its entirety and replaced with a new Section 2.36.130 which shall read as follows:

2.36.130 - Grave Markers—Requirements

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

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

_____

Tracy Skelly

City Clerk, City of Sonora

_____

Ann Segerstrom

Mayor

ORDINANCE NO. 913

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA REPEALING CHAPTER 10.24, PARKING AND TRAFFIC COMMISSION, OF TITLE 10, VEHICLES AND TRAFFIC, OF THE SONORA MUNICIPAL CODE TO DISSOLVE THE PARKING AND TRAFFIC COMMISSION

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the Sonora City Council ("City Council") to establish committees by ordinance or resolution; and

WHEREAS, the Sonora City Council formed the Parking and Traffic Commission ("Commission") by ordinance, codifying it in Chapter 10.24, Parking and Traffic Commission, of Title 10, Vehicles and Traffic, of the Sonora Municipal Code; and

WHEREAS, the Commission was formed to deliberate on matters related to roadways and public parking in the City of Sonora ("City"); and

WHEREAS, the Commission is comprised of eight positions with current positions held by Mayor Ann Segerstrom, Councilmember Stephen Opie, Alternate Vice Mayor Andy Merrill, Police Chief Turu VanderWiel, the Fire Chief, Public Works Supervisor Mike Lagomarsino, a Vacant Planning Commissioner Representative, a Vacant Business at Large Representative, and a Vacant Resident at Large Representative; and

WHEREAS, the last Commission meeting was held on April 16, 2024; and

WHEREAS, on August 18, 2025, the City Council, during a duly noticed regular meeting agenda item, discussed the dissolution of the Commission; and

WHEREAS, during that discussion, the City Council provided direction to staff to draft the necessary documents to dissolve the Commission; and

WHEREAS, the dissolution of the Commission will streamline City operations and reduce unnecessary bureaucracy; and

WHEREAS, the City Council now intends to dissolve the Commission through the repeal of Chapter 10.24 Parking and Traffic Commission, of Title 10 Vehicles and Traffic, of the Sonora Municipal Code.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 10.24, Parking and Traffic Commission, of Title 10 Vehicles and Traffic, of the Sonora Municipal Code shall be repealed in its entirety and reserved.

SECTION 2. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word

thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 3. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____

Tracy Skelly

City Clerk, City of Sonora

APPROVED:

_____

Ann Segerstrom

Mayor

RESOLUTION 10-06-2025-C

A RESOLUTION OF THE CITY OF SONORA CITY COUNCIL DISSOLVING THE PARKS, RECREATION, AND BEAUTIFICATION COMMITTEE

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the City Council to establish committees by ordinance or resolution; and

WHEREAS, the Sonora City Council formed the Parks, Recreation, and Beautification Committee ("Committee") to meet on an as-needed basis to address issues related to parks, recreation, and beautification within the City of Sonora; and

WHEREAS, current members of the Committee include Vice Mayor Andy Merrill, Councilmember Bess Levine, Alternative Councilmember Mark Plummer, Community Development Director Tyler Summersett, and Public Works Supervisor Mike Lagomarsino; and

WHEREAS, the last recorded meeting of the Parks, Recreation, and Beautification Committee was held on November 6, 2023; and

WHEREAS, on August 18, 2025, the City Council discussed the dissolution of the Committee and provided direction to staff to prepare the necessary documents to dissolve the Committee; and

WHEREAS, dissolution of the committee will streamline City operations and reduce unnecessary bureaucracy as City staff are well equipped to carry out the parks, recreation, and beautification duties of the Committee; and

WHEREAS, because the Committee is not codified in the Sonora Municipal Code, the City Council can dissolve the Committee by resolution; and

WHEREAS, any reference to the Committee in the Sonora Municipal Code will be removed by a separate ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sonora that the City Council of the City of Sonora does hereby dissolve the Parks, Recreation, and Beautification Committee.

PASSED AND ADOPTED by the City Council of the City of Sonora on this ___ day of _____, 2025.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Ann Segerstrom

Mayor of the City of Sonora

ATTEST:

Tracy Skelly

Sonora City Clerk

RESOLUTION 10-06-2025-C

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING SECTIONS 17.33.050, ADMINISTRATION AND 17.33.030, LAND USE PLAN, OF CHAPTER 17.33, COMMERCIAL SPECIFIC PLAN, OF TITLE 17, ZONING, OF THE SONORA MUNICIPAL CODE TO REMOVE REFERENCES TO THE PARKS, RECREATION, AND BEAUTIFICATION COMMITTEE

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the Sonora City Council ("City Council") to establish committees by ordinance or resolution; and

WHEREAS, on _____, 2025, the City Council passed a resolution to dissolve the Parks, Recreation and Beautification Committee ("Committee"); and

WHEREAS, the Committee was dissolved by resolution as its formation was not codified in the Sonora Municipal Code;

WHEREAS, the City Council now desires to remove all references to the Committee within the Sonora Municipal Code; and

WHEREAS, the Committee is referenced in Chapter 12.20 (Shade Trees and Shrubs), and Chapter 17.33 (Commercial Specific Plan Area), of the Sonora Municipal Code; and

WHEREAS, the City Council now intends to remove all references to the Committee in Chapter 12.20 (Shade Trees and Shrubs), and Chapter 17.33 (Commercial Specific Plan Area, of the Sonora Municipal Code.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Subdivision (B)(3), Landscaping, of Section 17.33.030 Land Use Plan, of Chapter 17.33, Commercial Specific Plan Area, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Subdivision (B)(3) Landscaping, of Section 17.33.030 which shall read as follows:

17.33.030 - Land Use Plan

...

3. Landscaping. The quality environment envisioned for Sonora Commercial Specific Plan site will be established, in large part, by its landscape treatment. Landscaping is to be designed to highlight positive visual features, to screen negative ones, and to provide a cool, pleasant outdoor environment. Landscaping is also intended to give structure and identity to the overall specific plan area.

Prior to issuance of a grading permit, demolition or ground or vegetation disturbance, whichever occurs first, the developer shall submit a final landscape plan for review and approval by the Planning Commission, in such form and detail as may be required by the Community Development Director~~City Parks, Beautification and Recreational Committee for review, approval and implementation~~. As set forth in Section 17.33.050, this review and approval shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the provision of the Sonora Commercial Specific Plan. The approved final landscape plan shall be incorporated into the development proposed.

The final landscape plan shall provide for the following:

a. All recycling areas are to be effectively screened and contained.
b. Denser screen along the southern loading dock areas, including additional native ponderosa pine, native oaks and Deodar cedar planted in dense clusters on 12 to 15 foot centers with an understory of large and medium shrubs to create a denser plant screen along the center's rear facades. Reasonably sized openings may be left in the tree screen to reveal store signage, but no large open views of loading docks. Developer shall apply for an encroachment permit from Caltrans to allow for planting within this area, if necessary. Alternatively, developer shall work cooperatively with the City to enter into a maintenance agreement for landscaping in the Caltrans Right-of-Way behind the existing retail building. Should Caltrans deny landscaping in this area pursuant to an encroachment (or equivalent) permit, then this requirement shall be eliminated. It is anticipated that landscaping will be accomplished substantially in accordance with landscaping plans already approved pursuant to an existing Caltrans permit (#1091-6CD-1116, Whitney Development Company). It is further anticipated that the costs of watering will be undertaken by the developer as will the costs of installing a separate water meter to maintain landscaping along SR 108 behind the existing retail building (i.e., the developer will be responsible for maintaining landscaping only in that area between SR 108 and the existing retail building). Minor modifications to these requirements may be approved by the community development director, as set forth in Section 17.33.050, where such modifications achieve the same goal as the original requirement.
c. Reserved.
d. A vine-covered fence is to be constructed at the edge of the paving along the southern limit of the specific plan area to screen ground clutter associated with the loading area. Specifically, the landscape plan shall

provide for the planting of vines sufficient to cover the existing chain link fence along the southern portion of the specific plan area. In conjunction with re-surfacing the rear portion of the specific plan area, the developer will plan for the installation and maintenance of vines within the area's boundaries adjacent to the existing fence. Developer shall apply for an encroachment permit from Caltrans to allow for planting within this area, as necessary. Should Caltrans deny landscaping in this area pursuant to an encroachment (or equivalent) permit, then this requirement shall be eliminated.

e. Automatically controlled underground irrigation shall be installed in all planting areas with a minimum of ½" mulch to a depth of 2" or as appropriate in vining and groundcover areas.
f. The planter separating the Old Wards Ferry Road Specific Plan area entrance drive from the existing store's garden and automotive departments will be solidly planted with coniferous and/or broadleaf evergreen trees to create a dense visual screen to these areas.
g. Should the planter (or adjacent) landscape area separating the Old Wards Ferry Road Specific Plan area entrance drive from the garden and automotive department require additional terracing and/or retaining walls; retaining wall design and materials shall be submitted in conjunction with the final landscaping plan for review and approval. Retaining walls within the planter shall not exceed four feet in height. Any single wall, excluding the ground level wall in a terraced system, will not exceed 8 feet in exposed surface height.
h. Trees shall be installed as follows: 15% will be 24" box and 85% will be 15 gallon.
i. Landscaping shall be in keeping with the character or design of adjacent buildings.
j. Existing trees shall be preserved wherever possible.
k. Identification of the type and size of trees to be removed and the proposed landscaping in accordance with the Tree and Landscaping Ordinance. All removed trees shall be replaced at no less than a 1:1 ratio. The city may require certain trees to be replaced at a ratio of greater than 1:1 depending on the species, trunk, diameter, or other factors.
l. Ornamental trees shall be replaced at the size of tree removed or 36" box, whichever is smaller.
m. If the developer vacates the specific plan area in the future, landscaping associated with the specific plan area shall be maintained in compliance with Sonora Municipal Code Chapter 12.20, Section 12.20.145(A) for as long as the developer remains the property owner. Should ownership

change; the new owner will remain subject to the same provisions of the Sonora Municipal Code relative to landscape maintenance.

n. Developer shall be responsible for maintaining all landscape plants in a healthy and attractive condition for the life of the project for on-site landscaping. All landscaping to be maintained and replaced on a monthly basis, weather permitting, to assure consistent tree size.

Figure 9 illustrates the preliminary planting plan for the specific plan area. Development proposed that substantially conforms to Figure 9 shall be considered to substantially conform to the Sonora Commercial Specific Plan and shall be processed as a ministerial building permit and/or construction plan review as set forth in Section 17.33.050.

...

SECTION 2. Subdivision (B)(8) Lighting, of Section 17.33.030 Land Use Plan, of Chapter 17.33, Commercial Specific Plan Area, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Subdivision (b)(8) Lighting, of Section 17.33.030 which shall read as follows:

17.33.030 - Land Use Plan

...

8. Lighting. The following section addresses illumination of on-site areas for the purposes of safety, security, and nighttime ambience, including lighting for parking areas, pedestrian walkways, graphics and signage, architectural and landscape features, shipping and loading areas, and any additional exterior areas.

Prior to issuance of a grading permit, demolition or ground or vegetation disturbance; whichever occurs first, the developer shall prepare and submit a final lighting plan. The final lighting plan shall be reviewed and approved by the Planning Commission ~~City Parks, Beautification and Recreation Committee~~ to ensure compliance with the provisions of the Sonora Commercial Specific Plan. As set forth in Section 17.33.050, this review and approval shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the provisions of the Sonora Commercial Specific Plan. The approved lighting plan shall be incorporated into the development proposed.

The lighting plan shall demonstrate that all exterior lighting fixtures associated with development in the specific plan area (building-mounted and freestanding) are shielded, recessed, or directed downward to prevent unwanted illumination of neighboring properties.

The final lighting plan shall provide for, but is not limited to, the following:

a. Light fixtures shall be shielded to keep light focused on the specific plan area.
b. Outdoor lighting of pedestrian areas shall be limited to ground level lighting or decorative lamps on 14 foot maximum pole heights.
c. Outdoor lighting of parking areas shall be limited to ground level lighting and overhead luminaries not to exceed existing pole heights.
d. Pole-mounted lights shall be cut-off directing illumination downward.
e. Building lighting shall be limited to indirect or cut-off sources for security after hours (as applicable to 24/7 operations),
f. Light sources shall be metal halide and limited to an average of 3.3foot-candles maximum average intensity. New parking lot lighting shall comply with the California Energy Code and Title 24. Non-Residential Energy Compliance Forms shall accompany the building permit application.

...

SECTION 3. Subdivision (A), Permit Processing, of Section 17.33.050 Administration, of Chapter 17.33, Commercial Specific Plan Area, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Subdivision (A), Permit Processing of Section 17.33.030 Administration which shall read as follows:

17.33.050 - Administration

A. Permit Processing. Development within the specific plan area which substantially conforms to the provisions of the Sonora Commercial Specific Plan and the conceptual site plan, elevations, colors and materials, and landscaping as depicted in Figures 6 through 9, shall be processed as a ministerial building permit and construction plan review. Any approval, decision, review or action in this respect shall be ministerial, final and not subject to appeal.

For the purposes of development anticipated under the Sonora Commercial Specific Plan, ministerial building permit and construction plan review includes any subsequent approvals, decisions, review or actions required by city agencies, entities or individuals (i.e., ~~the City Parks, Beautification and Recreation Committee;~~ the Sonora Fire Department, the city engineer, the city building department). The purpose of these approvals, decisions, review or actions is to ensure compliance with the provisions of the Sonora Commercial Specific Plan and all applicable building codes and requirements of the city, county, state and other responsible agencies. Ministerial building permit and

construction plan review shall be non-discretionary, final actions that cannot be appealed.

Except as set forth above, no additional approvals or permits shall be required for development or operation within the specific plan area. Any building permit or construction plan review can be submitted to the community development director for evaluation and finding of substantial conformance as described below. This includes modifications to the Sonora Commercial Specific Plan as well as modifications to the conceptual site plan, elevations, colors and materials, and landscaping as depicted in Figures 6 through 9.

...

SECTION 4. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Tracy Skelly

City Clerk, City of Sonora

APPROVED:

Ann Segerstrom

Mayor

ORDINANCE NO. 914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING SECTIONS 17.33.050, ADMINISTRATION AND 17.33.030, LAND USE PLAN, OF CHAPTER 17.33, COMMERCIAL SPECIFIC PLAN, OF TITLE 17, ZONING, OF THE SONORA MUNICIPAL CODE TO REMOVE REFERENCES TO THE PARKS, RECREATION, AND BEAUTIFICATION COMMITTEE

WHEREAS, Chapter V of the Sonora City Council Rules and Procedures authorizes the Sonora City Council ("City Council") to establish committees by ordinance or resolution; and

WHEREAS, on _____, 2025, the City Council passed a resolution to dissolve the Parks, Recreation and Beautification Committee ("Committee"); and

WHEREAS, the Committee was dissolved by resolution as its formation was not codified in the Sonora Municipal Code;

WHEREAS, the City Council now desires to remove all references to the Committee within the Sonora Municipal Code; and

WHEREAS, the Committee is referenced in Chapter 12.20 (Shade Trees and Shrubs), and Chapter 17.33 (Commercial Specific Plan Area), of the Sonora Municipal Code; and

WHEREAS, the City Council now intends to remove all references to the Committee in Chapter 12.20 (Shade Trees and Shrubs), and Chapter 17.33 (Commercial Specific Plan Area, of the Sonora Municipal Code.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SONORA DOES ORDAIN AS FOLLOWS:

SECTION 1. Subdivision (B)(3), Landscaping, of Section 17.33.030 Land Use Plan, of Chapter 17.33, Commercial Specific Plan Area, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Subdivision (B)(3) Landscaping, of Section 17.33.030 which shall read as follows:

17.33.030 - Land Use Plan

...

3. Landscaping. The quality environment envisioned for Sonora Commercial Specific Plan site will be established, in large part, by its landscape treatment. Landscaping is to be designed to highlight positive visual features, to screen negative ones, and to provide a cool, pleasant outdoor environment. Landscaping is also intended to give structure and identity to the overall specific plan area.

Prior to issuance of a grading permit, demolition or ground or vegetation disturbance, whichever occurs first, the developer shall submit a final landscape plan for review and approval by the Planning Commission, in such form and detail as may be required by the Community Development Director. As set forth in Section 17.33.050, this review and approval shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the

provision of the Sonora Commercial Specific Plan. The approved final landscape plan shall be incorporated into the development proposed.

The final landscape plan shall provide for the following:

a. All recycling areas are to be effectively screened and contained.
b. Denser screen along the southern loading dock areas, including additional native ponderosa pine, native oaks and Deodar cedar planted in dense clusters on 12 to 15 foot centers with an understory of large and medium shrubs to create a denser plant screen along the center's rear facades. Reasonably sized openings may be left in the tree screen to reveal store signage, but no large open views of loading docks. Developer shall apply for an encroachment permit from Caltrans to allow for planting within this area, if necessary. Alternatively, developer shall work cooperatively with the City to enter into a maintenance agreement for landscaping in the Caltrans Right-of-Way behind the existing retail building. Should Caltrans deny landscaping in this area pursuant to an encroachment (or equivalent) permit, then this requirement shall be eliminated. It is anticipated that landscaping will be accomplished substantially in accordance with landscaping plans already approved pursuant to an existing Caltrans permit (#1091-6CD-1116, Whitney Development Company). It is further anticipated that the costs of watering will be undertaken by the developer as will the costs of installing a separate water meter to maintain landscaping along SR 108 behind the existing retail building (i.e., the developer will be responsible for maintaining landscaping only in that area between SR 108 and the existing retail building). Minor modifications to these requirements may be approved by the community development director, as set forth in Section 17.33.050, where such modifications achieve the same goal as the original requirement.
c. Reserved.
d. A vine-covered fence is to be constructed at the edge of the paving along the southern limit of the specific plan area to screen ground clutter associated with the loading area. Specifically, the landscape plan shall provide for the planting of vines sufficient to cover the existing chain link fence along the southern portion of the specific plan area. In conjunction with re-surfacing the rear portion of the specific plan area, the developer will plan for the installation and maintenance of vines within the area's boundaries adjacent to the existing fence. Developer shall apply for an encroachment permit from Caltrans to allow for planting within this area, as necessary. Should Caltrans deny landscaping in this area pursuant to an encroachment (or equivalent) permit, then this requirement shall be eliminated.
e. Automatically controlled underground irrigation shall be installed in all planting areas with a minimum of ½" mulch to a depth of 2" or as appropriate in vining and groundcover areas.
f. The planter separating the Old Wards Ferry Road Specific Plan area entrance drive from the existing store's garden and automotive departments will be solidly planted with

coniferous and/or broadleaf evergreen trees to create a dense visual screen to these areas.

g. Should the planter (or adjacent) landscape area separating the Old Wards Ferry Road Specific Plan area entrance drive from the garden and automotive department require additional terracing and/or retaining walls; retaining wall design and materials shall be submitted in conjunction with the final landscaping plan for review and approval. Retaining walls within the planter shall not exceed four feet in height. Any single wall, excluding the ground level wall in a terraced system, will not exceed 8 feet in exposed surface height.
h. Trees shall be installed as follows: 15% will be 24" box and 85% will be 15 gallon.
i. Landscaping shall be in keeping with the character or design of adjacent buildings.
j. Existing trees shall be preserved wherever possible.
k. Identification of the type and size of trees to be removed and the proposed landscaping in accordance with the Tree and Landscaping Ordinance. All removed trees shall be replaced at no less than a 1:1 ratio. The city may require certain trees to be replaced at a ratio of greater than 1:1 depending on the species, trunk, diameter, or other factors.
l. Ornamental trees shall be replaced at the size of tree removed or 36" box, whichever is smaller.
m. If the developer vacates the specific plan area in the future, landscaping associated with the specific plan area shall be maintained in compliance with Sonora Municipal Code Chapter 12.20, Section 12.20.145(A) for as long as the developer remains the property owner. Should ownership change; the new owner will remain subject to the same provisions of the Sonora Municipal Code relative to landscape maintenance.
n. Developer shall be responsible for maintaining all landscape plants in a healthy and attractive condition for the life of the project for on-site landscaping. All landscaping to be maintained and replaced on a monthly basis, weather permitting, to assure consistent tree size.

Figure 9 illustrates the preliminary planting plan for the specific plan area. Development proposed that substantially conforms to Figure 9 shall be considered to substantially conform to the Sonora Commercial Specific Plan and shall be processed as a ministerial building permit and/or construction plan review as set forth in Section 17.33.050.

...

SECTION 2. Subdivision (B)(8) Lighting, of Section 17.33.030 Land Use Plan, of Chapter 17.33, Commercial Specific Plan Area, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Subdivision (b)(8) Lighting, of Section 17.33.030 which shall read as follows:

17.33.030 - Land Use Plan

...

8. Lighting. The following section addresses illumination of on-site areas for the purposes of safety, security, and nighttime ambience, including lighting for parking areas, pedestrian walkways, graphics and signage, architectural and landscape features, shipping and loading areas, and any additional exterior areas.

Prior to issuance of a grading permit, demolition or ground or vegetation disturbance; whichever occurs first, the developer shall prepare and submit a final lighting plan. The final lighting plan shall be reviewed and approved by the Planning Commission to ensure compliance with the provisions of the Sonora Commercial Specific Plan. As set forth in Section 17.33.050, this review and approval shall be a non-discretionary, final action that cannot be appealed. The intent of the review is to ensure compliance with the provisions of the Sonora Commercial Specific Plan. The approved lighting plan shall be incorporated into the development proposed.

The lighting plan shall demonstrate that all exterior lighting fixtures associated with development in the specific plan area (building-mounted and freestanding) are shielded, recessed, or directed downward to prevent unwanted illumination of neighboring properties.

The final lighting plan shall provide for, but is not limited to, the following:

a. Light fixtures shall be shielded to keep light focused on the specific plan area.
b. Outdoor lighting of pedestrian areas shall be limited to ground level lighting or decorative lamps on 14 foot maximum pole heights.
c. Outdoor lighting of parking areas shall be limited to ground level lighting and overhead luminaries not to exceed existing pole heights.
d. Pole-mounted lights shall be cut-off directing illumination downward.
e. Building lighting shall be limited to indirect or cut-off sources for security after hours (as applicable to 24/7 operations),
f. Light sources shall be metal halide and limited to an average of 3.3foot-candles maximum average intensity. New parking lot lighting shall comply with the California Energy Code and Title 24. Non-Residential Energy Compliance Forms shall accompany the building permit application.

...

SECTION 3. Subdivision (A), Permit Processing, of Section 17.33.050 Administration, of Chapter 17.33, Commercial Specific Plan Area, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Subdivision (A), Permit Processing of Section 17.33.030 Administration which shall read as follows:

17.33.050 - Administration

A. Permit Processing. Development within the specific plan area which substantially conforms to the provisions of the Sonora Commercial Specific Plan and the conceptual site plan, elevations, colors and materials, and landscaping as depicted in Figures 6 through 9, shall be processed

as a ministerial building permit and construction plan review. Any approval, decision, review or action in this respect shall be ministerial, final and not subject to appeal.

For the purposes of development anticipated under the Sonora Commercial Specific Plan, ministerial building permit and construction plan review includes any subsequent approvals, decisions, review or actions required by city agencies, entities or individuals (i.e., the Sonora Fire Department, the city engineer, the city building department). The purpose of these approvals, decisions, review or actions is to ensure compliance with the provisions of the Sonora Commercial Specific Plan and all applicable building codes and requirements of the city, county, state and other responsible agencies. Ministerial building permit and construction plan review shall be non-discretionary, final actions that cannot be appealed.

Except as set forth above, no additional approvals or permits shall be required for development or operation within the specific plan area. Any building permit or construction plan review can be submitted to the community development director for evaluation and finding of substantial conformance as described below. This includes modifications to the Sonora Commercial Specific Plan as well as modifications to the conceptual site plan, elevations, colors and materials, and landscaping as depicted in Figures 6 through 9.

...

SECTION 4. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the _____ day of _____, 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

_____

Tracy Skelly

City Clerk, City of Sonora

_____

Ann Segerstrom

Mayor

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: October 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Carlye Buchholz, P.E., P.L.S., City Engineer

SUBJECT: Consider Approval of the Solid Waste Franchise Agreement to California Waste Recovery Systems, LLC (Cal-Waste) for Subscription-Based Solid Waste, Recycling, and Green Waste Collection and Management Services.

RECOMMENDATION:

Consider Approval of the Solid Waste Franchise Agreement to California Waste Recovery Systems, LLC (Cal-Waste) for Subscription-Based Solid Waste, Recycling, and Green Waste Collection and Management Services.

BACKGROUND:

Effective solid waste collection is essential for maintaining public health, preventing pollution, and ensuring a clean and attractive environment. The average household generates between 60-90 gallons of trash, 30-60 gallons of recyclables, and 30-90 gallons of green waste per week. A well-managed waste collection system reduces illegal dumping, minimizes fire hazards, and controls pests, all of which contribute to a safer community.

As the City of Sonora (City) approaches the expiration of its current contract with Cal Sierra Disposal, a Waste Management (WM) Company, for solid waste (i.e., garbage and recyclables) collection, City staff have been evaluating ways in which to maximize the City's benefits associated with solid waste management.

On July 22, 2025, the City issued a Request for Proposals (RFP) to solicit competitive bids and proposals for solid waste, recycling, and green waste collection and management services in the City.

On September 2, 2025, the City Council issued approval to negotiate with the highest-ranked proposer, California Waste Recovery Systems, LLC (Cal-Waste), for subscription-based sold waste, recycling, and green waste collection and management services.

On September 15, 2025, the City Council reviewed the negotiated rates proposed by Cal-Waste and provided direction to: (1) begin public outreach regarding the new contract; (2) proceed with the transition to Cal-Waste as the City's solid waste provider; (3) authorize the City Administrator to negotiate additional service options; (4) initiate the Proposition 218 process; and (5) establish a dedicated fund to account for franchise fee revenues generated under the new agreement. Staff recommend naming this fund the **Solid Waste Franchise Fund** to ensure transparency and facilitate tracking of revenues associated with the contract.

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 IMPACT:

The new contract with Cal-Waste will increase the franchise fee rate from 2% to 6% of gross revenues for garbage, recycling, and green waste services. This adjustment is projected to raise the City's annual franchise fee revenue from approximately $50,000 to $148,000. The additional revenue will be deposited into the General Fund and will be available to support general municipal operations.

ATTACHMENTS:

- Cal-Waste Solid Waste Franchise Agreement
- Sonora Rates Addendum
- County Occupied Properties

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

Franchise Agreement for Solid Waste, Recycling and Green Waste Collection Between the City of Sonora and California Waste Recovery Systems, LLC

This Franchise Agreement for Solid Waste, Recycling and Green Waste Collection ("Agreement") is entered into as of _____ 2025, by and between the City of Sonora, a California municipal corporation ("City"), and California Waste Recovery Systems, LLC, a California Limited Liability Company ("Franchisee"). The City and Franchisee may hereafter be individually referred to as a "Party" or collectively referred to as the "Parties." There are no other parties to this Agreement.

RECITALS

A. *Authorization under State and Local Law.* Pursuant to state law (Cal. Pub. Res. Code § 40059) and the City's Solid Waste Management Ordinance (City Code, Title 7), the City may generally determine the means and terms, including levels of service, charges and fees, and the conditions by which solid waste handling services are provided, and the City may enter into this Agreement to provide an exclusive franchise for solid waste handling services to Franchisee.

B. *Public Health.* Public health, safety, and well-being demand the orderly and periodic collection and disposal of solid waste from properties within City. The Solid Waste Management Ordinance establishes ordinances and procedures to provide for the storage, collection, and removal of all recyclables, garbage, rubbish, and waste materials generated or accumulated within the City. In addition to this Agreement, Franchisee must comply with any and all state regulations and local requirements, including collection frequency and schedule, container specifications and maintenance, truck maintenance and markings, safe operations, and inspections by the Local Enforcement Agency ("LEA"). The City may revise Title 7 of the City Code from time to time as required to protect the public health, safety, and welfare of the City.

C. *50% Waste Diversion I Commercial Recycling & Organics Diversion.*

1. AB 939 Diversion Mandate: The Integrated Waste Management Act of 1989 (AB 939) mandates, among other things, that the City divert 50% of its waste from landfill disposal and implement its Source Reduction and Recycling Plan ("SRRE"); and

2. Mandatory Commercial Recycling & Organics Diversion: Since the passage of AB 939 the California Legislature has enacted other measures including, without limitation,

a. AB 32: increases State of California's recycling goal to 75%, sets goals to reduce greenhouse gases;

b. AB 1826 Mandatory Organic Recycling: implements AB 32, reduces greenhouse gases by diverting materials from landfills;

c. AB 341: Mandatory Commercial Recycling: multi-family residences and commercial businesses must recycle by themselves or by subscribing to services from a hauler;

d. City Reporting: AB 341 and AB 1826 require local governments to develop programs for the recycling of commercial and organic waste and report information on participation and diversion to CalRecycle; and

e. SB 1383 Organic Waste Methane Emissions Reductions: requires diversion of 75% of organic waste by 2025; implementation of greenhouse gas reduction goals.

D. *Diversion Mandates.* The City and the Franchisee have determined that entering into this Agreement will help the City comply with state law and economically provide for collection and recycling services for City residents, businesses, and property owners, as well as the periodic capital expenditures incurred by the Franchisee in order to provide such services.

E. *Request for Proposals.* On July 21, 2025 the City issued a Request for Proposal for Solid Waste, Recycling, and Green Waste Collection and Management Services ("RFP"), and

F. *Representations.*

1. The Franchisee warrants that the company has the resources and capabilities to provide all services specified herein in a professional and reliable manner;

2. Both Parties find that entering into this Agreement is in the mutual interest of both the Franchisee and the City.

3. The City finds it is within the public interest to enter into this Agreement to fulfill AB 939 and the above-referenced statutory mandates.

4. This Agreement is predicated on the Franchisee using its best efforts for which the Franchisee is reasonably compensated hereunder to assist the City in meeting all statutory waste requirements for landfill diversion of solid waste and green waste.

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

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

1.01 DEFINITIONS

For purposes of this Agreement and any notice required hereunder, the following terms shall be construed as follows:

A. "AB 32", "AB 939", "AB 1826", "SB 1383", and "AB 341" shall mean those statutes enacted by the State of California which are commonly referred to by such titles and include significant mandates or goals affecting Solid Waste management in the state.

B. "Best efforts" shall mean serious and sizeable efforts that a reasonable person would take in the same (or similar) circumstances to meet its obligations. It will be presumed that the person intends to meet its obligations in honesty and good faith.

C. "Change in Control" of the Franchisee shall mean a change in the ownership or control of more than fifty percent (50%) of the voting stock of Franchisee (excluding transfers to revocable trusts).

D. "City" shall mean the City of Sonora, a California municipal corporation.

E. "Council" shall mean City's Council.

F. "Breach" is defined in Section 1.15.

G. "CC" or "Code" shall mean City Code of the City of Sonora.

H. "Days" shall mean calendar days.

I. "Effective Date" shall mean the date in which this Agreement shall commence, which is hereby deemed to be November 1, 2025.

J. "Franchisee" shall mean California Waste Recovery Systems, LLC.

K. "Green Waste" means any compostable materials including grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings (under 3 feet in length and 6 inches in diameter).

L. "Including" shall mean "including, without limitation".

M. "Primary Recyclables" shall mean marketable glass containers, aluminum containers; plastic and tin containers, cardboard, newspapers, mixed paper, telephone books, and magazines. This definition may be modified by the parties in the manner described in the definition of Recyclable Materials herein.

N. "Reasonable Business Efforts" means effective efforts that a prudent business person would make under the same (or similar circumstances) using its business judgment. It will be presumed that the person intends to meet its obligations in honesty and good faith.

O. "Recycle" shall mean the disposition of the materials in such a manner that will qualify as diversion of Solid Waste within the meaning of Public Resources Code Section 41780, et seq.

P. "Recyclable Materials" or "Recyclables" are those materials which may be collected, processed, and reused including, but not limited to, newspaper, mixed paper (including, but not limited to, white and colored paper, magazines, telephone books, chipboard, junk mail, and high grade paper), glass bottles and jars, metal cans (ferrous, non-ferrous, and bi-metal containers, including empty aerosol containers), aluminum foil and trays, all narrow neck rigid plastic containers, non-bottle rigid plastics, corrugated cardboard, and other materials that may be collected and processed for reuse by the Franchisee. The City and the Franchisee may adjust this definition from time to time temporarily, or for such longer period as the Parties may decide, to include additional materials or remove materials on this list and the parties shall adjust the definition in the event of a change in the ability (other than a change which is expected to be temporary) of the Franchisee to sell or otherwise transfer the material to a third party for beneficial reuse.

Q. "Solid Waste" shall mean all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-Solid Wastes, and other organic waste, including organic waste not defined as Green Waste, food waste and other discarded solid and semi-solid wastes as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, but does not include source-separated Recyclable Materials, abandoned vehicles and parts thereof, and materials that cannot be disposed of in Class II landfills.

R. "Uncontrollable circumstances" is defined in Section 1.15.

1.02 INTERPRETATIONS AND EFFECTIVENESS OF AGREEMENT

A. *Headings.* The headings set forth in this Agreement are for ease of reference only and shall not be construed to modify, limit, or restrict the provisions contained in one, or all, of the sections of this Agreement.

B. *Entire Agreement.* This Agreement, together with any attachments, constitutes the entire agreement between the City and the Franchisee and supersedes all prior negotiations, representations, or agreements, whether written or oral.

C. *Procedure for Amendment, Modification, Extension, or Renewal.* If, during the term of this Agreement, as defined discussed in Section 1.03, there are statutory, regulatory, or other changes that significantly affect the services provided by the Franchisee pursuant to this Agreement or the cost thereof, the terms of this Agreement shall be subject to the rate adjustment protocols provided herein, upon initiation by either Party in accordance with the extraordinary

review provisions of Section 3.03. Any change, amendment, modification, extension, or renewal shall be in writing and shall be executed by duly-authorized representatives of both the City and the Franchisee.

D. *Implementation Schedule.* All services provided by this Agreement shall be implemented by the Franchisee on the Effective Date. Unless otherwise specified herein, any new requirements agreed to by the Parties in writing after the Effective Date shall be fully implemented within six (6) months from the written agreement providing therefor.

1.03 TERM

A. *Commencement.* All rights, privileges, obligations and duties granted and mandated under this Agreement shall commence on the Effective Date.

B. *Expiration.* This Agreement shall expire on November 1, 2033 unless it is terminated earlier pursuant to Section 1.17 below; or extended pursuant to Subsection 1.03.C below.

C. *Extension:*

1. Long-term. Within two (2) years of the expiration of the Agreement, the Franchisee may request an eight-year extension of the Agreement, twice, for a total of sixteen (16) years. Such request must be submitted more than six months prior to the expiration of the Agreement. The City shall approve such request if the City reasonably determines that the Franchisee is not in default or breach hereunder and the City finds, in its reasonable discretion, that the Franchisee has provided satisfactory services to the City.

2. Short-term: Provided the City is not in default or breach hereunder, the City may extend this Agreement at its sole discretion for up to six (6) months, in any increment of time or times, upon giving Franchisee one (1) months' notice before any such extension is to take effect. For example, the City could extend this Agreement for one six (6) month extension; or for two three-month extensions, or for only one two-month extension.

1.04 INDEPENDENT CONTRACTOR

In its performance under this Agreement, the Franchisee is and shall be considered an independent contractor and not an agent or employee of the City. The Franchisee, not the City, will make arrangements with customers for services, and the City will not direct or supervise the Franchisee's performance of services. The Franchisee, its officers, officials, staff, employees, and agents shall not be entitled to salary, pension, health, or retirement benefits provided by the City.

1.05 REPRESENTATIVE AND NOTICE

Each Party shall designate an officer, employee, or other authorized representative to act on that Party's behalf with respect to this Agreement. This representative shall be available between 8a.m. and 5p.m., Monday through Friday, excluding City holidays, and as often as may be required to render decisions and to furnish information in a timely manner. Each Party has the right to change its representative at any time provided that a Party wishing to change its designated representative shall endeavor to notify the other Party in writing not less than ten (10) days before making any such change. Any notices of breach, default, or termination ("Notices") must be made in writing to the addresses listed below.

At the time this Agreement is executed, the Parties' designated representatives shall be as follows:

Franchisee: Casey Vaccarezza, California Waste Recovery Systems, LLC

City: Melissa Eads, City Administrator

All Notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of either the City or the Franchisee at their respective addresses as follows:

To Franchisee: California Waste Recovery Systems, LLC
175 Enterprise Ct STE A,
Galt CA 95632
Attn: Casey Vaccarezza

Copy To: Jasun Molinelli, Esq.
Jackson Legal
1630 N. Main St. #83
Walnut Creek, CA 94596

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

Copy To: White Brenner LLP
1608 T Street
Sacramento, CA 95811
Attn: Douglas L. White, City Attorney

Either Party may change the address to which such communications are to be given by providing the other Party written notice of such change at least ten (10) days prior to the date of the change. All Notices shall be effective upon receipt. Notices shall be deemed received upon delivery if served in person or, if sent by first class mail, on the fifth day following deposit in the mail.

1.06 PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all remaining and severable portions of this Agreement shall continue in full force without being impaired or invalidated in any way.

1.07 WAIVER

The waiver by the City or any of its officers, agents, or employees or the failure of the City or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this Agreement.

1.08 PUBLIC LIABILITY AND PROPERTY DAMAGE, INSURANCE

During the term of this Agreement, the Franchisee shall, at all times and at its own expense,

maintain Comprehensive General Liability Insurance, Workers' Compensation and Employers' Liability insurance as required by the State of California, and Automobile Liability Insurance. The City may review and require certain coverage amounts and other policy requirements and the Franchisee shall thereafter modify the insurance coverages and policies in accordance with the City's requirement if such modifications are commercially available. If the Franchisee incurs material additional costs as the result of the City-directed modifications, it shall be able to recover such additional costs as part of the annual or an extraordinary rate adjustment. The City may request confirmation from the Franchisee's insurance agent that the additional costs are due to the City-directed modifications and not due to the claims record, actions, or inactions of the Franchisee. The Comprehensive General Liability insurance shall include broad form property damage insurance. The limits of such insurance shall be no less than $1,000,000 per occurrence / $2,000,000 in the aggregate for the Comprehensive General Liability Insurance, $1,000,000 for the Workers' Compensation / Employers' Liability insurance per accident for bodily injury or disease, and $1,000,000 combined single limit for each accident for the Automobile Liability Insurance.

A. The following requirements apply to all insurance to be provided by the Franchisee:

1. Coverage shall be by an admitted California surety.

2. Said policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis.

3. The City, its elected representatives, officers, agents, employees, contractors, and volunteers shall be named as additional insured.

4. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the City's representative.

5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the City's representative.

6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise approved by the City's representative.

7. Any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by the Franchisee's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, the Franchisee shall furnish the City's representative with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by and are subject to the approval of the City's representative before work commences.

C. During the term of this Agreement, the Franchisee shall furnish the City's representative with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. The Franchisee shall provide Workers' Compensation coverage as required by state law and shall, prior to commencing services pursuant to this Agreement, file the following statement with the City's representative in a form substantially as set forth below:

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing any services required by this Agreement. The person executing this certificate on behalf of the Franchisee affirmatively represents that he or she has the requisite legal authority to do so on behalf of the Franchisee and both the person executing this Agreement on behalf of the Franchisee and the Franchisee understand that the City is relying on this representation in entering in this agreement

Full Name:
Title
Signature:
Date:

E. The City's approval of the Franchisee's insurance shall not relieve or decrease the extent to which the Franchisee may be held responsible for payment of damages resulting from the Franchisee's services or operations pursuant to this Agreement.

1.09 INDEMNIFICATION

The Franchisee agrees to and shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees and agents ("City Agents") from and against any and all damages (whether special, general, or punitive), loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings, or suits (whether administrative or judicial), in law or in equity, of every kind and description (including, but not limited to, injury and death of any person and damage to property, strict liability, product liability, or for contribution or indemnity claimed by third parties), arising or resulting from or in any way connected with: (i) the Franchisee and its agents, employees, affiliates, and subcontractors in performing or failing to perform any material obligation pursuant to this Agreement; (ii) any failure of the Franchisee, its agents, employees, affiliates, and subcontractors to comply in all respects with any federal or state laws, local ordinances, administrative regulations, permits, or licenses; and (iii) any negligent, grossly negligent, or intentional acts or omissions of the Franchisee, its officers, employees, agents, affiliates, and subcontractors in performing the services under this Agreement. The obligations of the Franchisee under this section 1.09 shall not apply to the extent and proportion in which the event giving rise to the City's claim for indemnification is caused by the gross negligence or willful misconduct of the City.

The Franchisee's indemnity obligations shall also include defense against (1) any and all fines or penalties imposed on the City by an agency of the State of California if any waste diversion goals are not met by the City with respect to the Solid Waste collected by the Franchisee under this Agreement, provided that Franchisee shall be entitled to reimbursement for any costs of such defense, if Franchisee is not in default hereunder, and such reimbursement shall not be paid by the City; and (2) any claims involving Franchisee's handling of hazardous waste, either knowingly or under circumstances in which a reasonable person would or should have known that hazardous waste was being handled.

If the defense right is exercised, the City Council shall have the absolute right to approve any and all counsel reasonably employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Franchisee will reimburse the City upon demand if the claim involves any allegation of default hereunder against the Franchisee. Such resources include, but are not limited to, staff time, court costs, City Counsel's time at its regular rate for non-City agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.

1.10 REPRESENTATIONS

A. *Covenant Against Contingent Fees.* The Franchisee represents that it has not employed or retained any company or person, other than a bona fide employee working for the Franchisee, to solicit or secure this Agreement, nor has it paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. *Pending Actions.* The Franchisee represents that there are no suits or threatened suits which might impair the financial or legal ability of the Franchisee to perform its obligations under this Agreement and that by its entering into this Agreement, the Franchisee will not in any way constitute a breach of any other agreement entered into by the Franchisee with other parties, or constitute a violation of any law.

1.11 NON-DISCRIMINATION

The Franchisee will not discriminate against existing or potential customers based on color, race, creed, national origin, religion, sex, age, sexual preferences; or physical or mental disability in accordance with all applicable federal, state and City laws and regulations. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include, but are not limited to, the following: denying a participant any service or benefit or providing any service or benefit which is different, or is provided in a different manner or is provided at a different time from that provided to other participants under this Agreement.

1.12 EQUAL EMPLOYMENT

The Franchisee shall not refuse to hire, employ, nor bar or discharge from employment, or otherwise discriminate against any person in compensation, or in terms or conditions of employment because of age, gender, race, creed, color, national origin, disability, religious or political affiliation or belief.

1.13 PUBLIC RECORDS ACT

Upon its execution, this Agreement, including all exhibits and attachments, shall be subject to disclosure upon any request by the public, pursuant to the California Public Records Act.

1.14 APPLICABLE LAWS AND VENUE

A. In the performance of the services required by this Agreement, the Franchisee shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. Violation of City ordinance or code shall be considered a violation of this Agreement.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. The Franchisee and the City expressly stipulate that this Agreement is entered into and is to be performed in City and, therefore, venue shall be in County of Tuolumne.

1.15 BREACH

A. *"Breach"* means any failure by the Franchisee to meet one or more of its obligations under this Agreement.

B. *Cure*. The Franchisee must cure any remediable breach as soon as possible, but in any event within seven (7) days following Notice by the City, unless the cure reasonably takes longer than seven (7) days, in which event the Franchisee shall be given additional time to cure provided that it commences such cure as soon as is practicable and continues its best efforts to cure. Unless otherwise agreed by the Parties, no cure period shall extend for more than six (6) months from the City Notice.

1. Examples of remediable breaches include missing a customer collection, customer billing errors, and submitting late reports.

2. Examples of irremediable breaches are actions that cannot be undone (or unsaid), or omissions that can no longer be addressed, such as unjustified disposal of Recyclable Materials, fraud, misrepresentation, and breach of warranties.

C. *Liquidated Damages.* Pending the Franchisee's cure of any breach, the City, acting through its City Administrator, may impose liquidated damages pursuant to Section 1.16. If the City imposes liquidated damages, the Franchisee must pay liquidated damages within ten (10) days after the end of any month in which such damages have been assessed, although the Franchisee may contest whether the payment of such damages was justified under the procedures outlined in this section.

D. *Uncontrollable Circumstances.* The Franchisee must notify the City of an event of Uncontrollable Circumstances as soon as possible after the occurrence thereof and no later than

24 hours. The Franchisee must describe the nature of the uncontrollable circumstance and what it plans to do in response to the uncontrollable circumstance.

"Uncontrollable Circumstances" means events or circumstances which are beyond the control of the Franchisee and which materially hinder the Franchisee's ability to perform its services hereunder, or which cause a material adverse effect on the Franchisee's costs or revenues (provided that in such event, the Franchisee must use reasonable efforts to mitigate such material adverse effect), including an event or circumstance described in Section 6.03 hereof, a Change in Law and also including, without limitation the following:

1. riots, war, or emergency affecting the City declared by the President of the United States, Congress of the United States, the Governor of California, or the City Council;

2. sabotage, civil disturbance, insurrection, explosion;

3. natural disasters such as floods, earthquakes, landslides, and fires that are not reasonably anticipated weather conditions in the City;

4. a change in law as defined below except for a change in law that meets both of the following conditions:

   a. It is enacted by the City (including the City's change in franchise fees); and

   b. The City is not required to enact it in order to comply with federal or state law.

5. the failure of any public or private utility provider to provide water or electricity to the Franchisee office or maintenance facility.

"Uncontrollable Circumstances" specifically excludes:

1. Strikes, lockouts, and other labor disputes;

2 Increased fuel costs;

3. Damaged, broken, or otherwise inoperable equipment, such as trucks;

4. Termination of the Franchisee's agreements for services or goods by service provider or vendor;

5. Communication error, such as misaddressed email or letter.

'Change in Law" means any or all of the following that relate to services under this Agreement:

1. the adoption, promulgation, modification, or change in law (including the City's change in or addition of franchise fees) or in judicial or administrative interpretation of the law occurring after the franchise date, except with respect to the following:

a. income or business taxes,
b. employment or payroll taxes, or
c. franchise fees (other than franchise fees levied by the City); or

2. any order or judgment of any regulatory authority issued after the franchise date if both of the following conditions are met:
a. the order or judgment is not also the result of the willful misconduct or negligent action or inaction of either of the following:
1. the Party relying thereon, or
11. anyone for whom that Party is directly responsible; and
b. the Party relying on the order or judgment makes reasonable business efforts to contest that order or judgment, unless the other Party excuses it from contest; or

3. a regulatory authority imposes any new or different material conditions in connection with the issuance, renewal, or modification of any permit after the franchise date; or

4. a regulatory authority does either or both of the following after the franchise date:
a. fails to issue or renew permit,
b. suspends, interrupts, or terminates any permit and the regulatory authority's actions is not also the result of the willful misconduct or negligent action or inaction of either or both of the following:
1. the Party relying thereon, or
11. anyone for whom that Party is directly responsible.

The following breaches are *not* subject to Uncontrollable Circumstances:

1. Payment of Money: Failure to pay the City any amounts under this Agreement within thirty (30) days of the City's request, including the payment of franchise fees;

2. Violation of Law: Material violations of law that the Franchisee does not remedy within thirty (30) days, or repeated violations of any law;

3. Maintain Insurance: Failure to meet one or more obligations with respect to insurance or performance bond under this Agreement;

4. Insolvency or Bankruptcy: (a) Franchisee becomes insolvent or files a voluntary petition to declare bankruptcy, (b) a receiver or trust is appointed for Franchisee; or (c) Franchisee executes an assignment for the benefit of creditors.

Franchisee is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not Franchisee has committed an act of bankruptcy and whether or not Franchisee is insolvent within the meaning of the federal bankruptcy law or not.

The Franchisee shall notify the City as soon as the Franchisee has reasonable grounds or suspicions of any insolvency issues that may arise.

5. Fraud, Misrepresentation, Breach of Warranties: During the procurement of this Agreement or after the date of this Agreement, Franchisee does any of the following with respect to this Agreement or the City: (a) committed, or commits or attempts to commit, any fraud or deceit; (b) made, or makes, any intentional or material misrepresentations; (c) breaches any warranties; or (d) made, or makes, any false or misleading statement, representation, or warranty.

E. *Remedies.* If the City determines that a dispute is irremediable, not subject to Uncontrollable Circumstances, or not timely cured, it may exercise any or all remedies under at law or equity (including injunctive relief) in its sole discretion, *unless* the breach was due to Uncontrollable Circumstances. If the City determines in its sole discretion that the Franchisee has repeatedly breached this Agreement, whether or not the Franchisee has previously cured a specific instance of breach, the City may also exercise those remedies.

F. *Disputes.* The Franchisee acknowledges that providing services under this Agreement is a matter of protecting public health, safety, and the environment. The Franchisee shall therefore continue providing all services set forth pursuant to this Agreement pending the resolution of any disputes.

The Franchisee may dispute whether or not a breach occurred under the Agreement, or was remediable, cured, or subject to Uncontrollable Circumstances. It may also dispute whether or not the imposition of liquidated damages was justified. The Franchisee must describe its dispute and ask the City to hold a hearing. At least seven (7) days prior to the date scheduled for the hearing, the City's representative shall notify the Franchisee of the time and place for the hearing.

At the hearing, the City's representative shall hear any persons interested or concerned with the alleged breach. He or she shall determine whether or not the Franchisee's dispute is valid. If the City's representative determines the dispute is valid, the City will take appropriate action such as withdrawing its notice of the alleged breach or repay liquidated damages.

The Franchisee may appeal the decision of the City's representative to impose liquidated damages to the City by filing a written appeal with the clerk of the City Council. To be considered, such appeal shall be submitted within ten (10) days of the decision that upheld the liquidated damages and shall set forth the particular errors alleged to have been made by the City's representative. The City Council shall commence the hearing of the appeal within 45 days of the filing of the appeal. On appeal, the standard of review shall be whether there is substantial evidence on the record of the proceedings before the City's representative that supports the decision of the City's representative. The City Council shall affirm or deny the appeal and may modify any action by the City's representative.

G. *Late Fees.* If the Franchisee fails to make a payment due the City hereunder by the date on which such payment is due, and the Franchisee shall not reasonably dispute the amount or justification for such payment, it shall pay to the City a late fee equal to one percent (1%) of the amount past due for each month or partial month by which the payment is late. For the

avoidance of doubt, for example, if the payment is due on the first of a month and it is received by the last day of the month, the late fee shall be 1%. If it is received on the first day of the succeeding month, the late fee shall be two percent (2%) etc.

H. *Dispute Resolution*

1. Independent Expert. The Franchisee and the City shall agree upon an independent expert by exchanging a list of three (3) candidates that have experience in solid waste management within five (5) days of either Party requiring dispute resolution. The candidate that appears highest on both lists is the independent expert. If the lists do not contain the same candidate, then the City and the Franchisee will each appoint a professional that has experience in solid waste management to select the independent expert within ten (10) days of appointment. The independent expert shall not have been retained by either the City or the Franchisee within five (5) years of his or her appointment. The Parties shall split the cost of the independent expert but such costs may be recovered through an augmentation to the rate increase otherwise arrived or in any other manner agreed upon by the Parties.

2. Consideration and Resolution. The City and the Franchisee must give the independent expert with any additional information they wish the expert to consider within fifteen (15) days of either Party's request for dispute resolution. The independent expert will consider the information that the Franchisee gave the City and any additional information and meet with either or the City and the Franchisee together. The independent expert may request additional information, which Parties must provide within ten (10) days of request. Within forty-five (45) days after being requested to resolve the dispute, the independent expert will issue a written resolution to both Parties, including the adjusted rate, if any.

REQUESTS FOR CHANGES IN SPECIFICATIONS /RATES	**SCHEDULE**
1. Franchisee proposal or City request	Day 1
2. Franchisee provides the City with information	Within 30 days after Day **1**
3. The Franchisee provides the City additional requested information	Within 10 days after City request (*40 days total)*
4. City consideration, Party negotiations	Within 30 days (70 *days total)*
5A. Parties reach agreement and the Franchisee implements changes as proposed	
5B. Parties do *not* reach agreement: (1) The Franchisee or the City requires dispute resolution by independent expert and provide record of requests/responses; or (2) The City arranges for 3rd party to provide requested change	
6. The Franchisee or the City give independent expert additional information	Within 15 days from request for dispute resolution/ 5B *(85 days total)*

7. Independent expert considers submissions and meets with the City and the Franchisee, together; issues resolution	Within 45 days from request for dispute resolution *(130 days total)*
8. (1) if binding... (2) if non-binding ...	(1) ... The Franchisee implements changes and the City makes rate changes per the resolution; or (2) ... Either the City or the Franchisee may terminate this Agreement within 60 days or other mutually agreed date

1.16 LIQUIDATED DAMAGES

The Parties agree that in the event that the Franchisee violates the provisions of Title 7 of the City Code, or any other applicable law, or the terms of this Agreement, the resulting damages will be impracticable or extremely difficult to determine. Subject to the procedures set forth below, the Parties agree that the Franchisee shall pay liquidated damages up to $100.00 per day per customer or per occurrence, as reasonably determined by the City in its sole and absolute discretion, for any of the following:

A. For substantial failure by the Franchisee to provide Solid Waste collection service within its franchise area as required herein or to comply with the provisions of the City Code;

B. The Franchisee has offered to assign or has assigned, either voluntarily or by operation of law its rights and obligations under this Agreement without the prior consent of the City for any assignment or transfer;

C. For failure by the Franchisee to maintain an office or keep the office open, or to maintain a local telephone number for calls within the franchise area, or to maintain a log of customer complaints, as required by this Agreement; or

D. For charging or collecting rates not approved by the City for any service subject to this Agreement.

E. The Director of Public Works finds that the vehicles or other equipment used or proposed to be used by the Franchisee for the collection and transportation of refuse are insufficient, unfit, or violate the provisions of City Code Title 7 or the regulations adopted in accordance with City Code Title 7 provided that in such event, the Franchisee shall have a reasonable time to replace said vehicles or equipment before imposition of liquidated damages.

F. If the City gives Notice to the Franchisee of its intent to impose liquidated damages, the Franchisee shall have the right to contest such imposition at a hearing in the same manner as set out in Section 1.15.F above. The Franchisee shall continue to perform services pursuant to this Agreement pending the resolution of such dispute.

G. Any liquidated damages imposed pursuant to this section shall be in addition to any other penalties or remedies otherwise provided by law or in accordance with this Agreement, including termination of the Agreement as provided in Section 1.17 below.

1.17 TERMINATION

A. All terms and conditions of this Agreement are material and binding. Failure by either Party to perform in accordance with this Agreement, or in accordance with any covenants and conditions described herein, shall be considered a breach of this Agreement.

B. In the event Franchisee breaches this Agreement in any manner and Franchisee fails to remedy said breach pursuant to Section 1.15, the City Administrator may terminate this Agreement upon providing further written notice. If the City, acting through its City Administrator, terminates this Agreement pursuant to this Section 1.17, the Franchisee shall thereafter have no further rights, powers, or privileges against the City under or arising out of this Agreement. The provisions of this section shall not be exclusive but shall be cumulative and in addition to any other remedies provided herein or pursuant to law.

C. In the event the City gives notice of termination to the Franchisee as provided herein, the Franchisee shall have the right to a hearing in the same manner as set out in Section 1.15.F above and no termination shall be effective in such event until and unless the City shall have ratified the decision of the City Administrator to terminate the Agreement.

D. If this Agreement is terminated prior to its expiration, the exclusivity provisions of this Agreement shall be of no further force and effect.

1.18 FAITHFUL PERFORMANCE BOND OR LETTER OF CREDIT

The Franchisee shall provide to the City within ten (10) business days after execution of this Agreement, but in no case later than November 11, 2025, a cash or surety bond or an irrevocable letter of credit issued in an amount not less than $10,000 provided by: (a) a bond or surety company with a best rating of "A" or better and licensed to do business in the State of California; or (b) a letter of credit, by a qualified financial institution reasonably acceptable to the City, conditioned upon the full faithful performance of all covenants and conditions of this Agreement and any extensions or amendments thereto and Title 7 of the City Code. Said surety bond or letter of credit, including the terms for drawing on same, must be approved by the City prior to the performance of any work under this Agreement.

1.19 ADMINISTRATIVE FEE

The Franchisee shall provide to the City, within ten (10) business days after the execution of this Agreement, payment of Ten Thousand Five Hundred Dollars ($10,500) to cover the City's administrative and legal costs in preparing this Agreement.

1.20 NOTICE OF FEDERAL ENFORCEMENT

The Franchisee shall promptly notify the City within thirty (30) calendar days of any involvement in state or federal enforcement actions or alleged regulatory violations.

1.21 INTEGRATED AGREEMENT

The Agreement contains all of the agreements of the Parties and all previous understandings, negotiations, and agreements are integrated into the Agreement.

1.22 SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

1.23 COUNTERPARTS

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

1.24 AUTHORITY

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

1.25 DOCUMENT PREPARATION

This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

1.26 ADVICE OF LEGAL COUNSEL

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.

1.27 ATTORNEY'S FEES AND COSTS

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

ARTICLE 2. SOLID WASTE COLLECTION FRANCHISE

2.01 GRANT OF FRANCHISE

A. Pursuant to Ciy Code Title 7 the City hereby grants to the Franchisee an exclusive franchise to collect Solid Waste, Recycling and Green Waste Solid Waste from residential, commercial, and industrial premises within the City limits, from those customers who request such collection services and who choose not to self-haul.

B. Such grant of franchise shall also give the Franchisee the right and privilege to operate Solid Waste and recyclable collection vehicles and equipment on such streets, public ways, rights-of-way, or easements of the City.

2.02 EXCLUSIVITY

A. The City will not grant another franchise for Solid Waste, Recycling and Green Waste Collection and hauling from residential, commercial, and industrial customers prior to the expiration or termination of this Agreement.

B. Recycling centers shall be allowed under this Agreement within the City's jurisdiction for use by residents and businesses that deliver recyclables thereto themselves or using their own employees, provided that the City shall prohibit commercial haulers other than the Franchisee from hauling recyclables or delivering recyclables to recycling centers.

C. To the extent allowable by law, the Franchisee shall have the exclusive right to provide curbside recycling for its Solid Waste collection customers.

D. Exceptions to Exclusive Rights:

1. Donated recyclables.

2. Solid Waste which is removed from any premises and which is transported personally by the owner or occupant of such premises (or by his or her employees) in their own vehicle to any permitted processing or disposal site.

3. Removing and transporting materials related to sales or purchases by the owner or occupant of residential, commercial, or industrial premises, such as appliances or furniture by the seller of such items as part of the sales transaction.

4. Solid waste generated on a residential, commercial, or industrial premises by a property management, maintenance, or cleanup service such as a tree trimmer, gardener, or

landscaping service provider and removed by such entity in a fixed body vehicle as an incidental part of the total on-property cleanup or maintenance service offered by the service provider rather than as a hauling service.

5. School districts, the State of California, and any other entity excluded by law from franchise requirements.

6. Tuolumne County-occupied facilities within City limits. The exclusive right of collection and disposal of solid waste is hereby waived for Tuolumne County-occupied facilities within City limits. A list of County-occupied facilities is attached hereto and incorporated herein as **Exhibit C**.

E. Once Solid Waste and Recyclable Materials are placed at the curbside or elsewhere for collection by the Franchisee, they are the property of the Franchisee.

2.03 FRANCHISE FEES

In consideration of the City's grant of exclusive rights under this Agreement to the Franchisee, the Franchisee shall pay to the City a franchise fee in the amount of six percent (6%) of the Franchisee's annual gross collection revenues received by the Franchisee from all residential and commercial accounts within City limits. The Franchisee shall pay such fees to the City within forty-five (45) days after the end of each calendar quarter. The franchise fee is an obligation of the Franchisee, not any of the Franchisee's customers, and is part of the Franchisee's cost of doing business.

2.04 RECYCLING REVENUE SHARE

An initial Recyclable Base amount of Ninety-Five Thousand Dollars ($95,000) has been allocated for Commercial rate reduction in the initial service rates.

Beginning with calculations for the rates effective November 1, 2026, this initial Recyclable Base Amount shall be adjusted annually using the methodology in Article 3. This adjusted Recyclable Base Amount shall be used to compute the City's Recycling Revenue Share.

Franchisee shall pay to the City on an annual basis (measured July to June) an amount equal to ninety percent (90%) of the revenues exceeding the Adjusted Recyclable Base Amount that are received from the sale of Recyclable Materials collected by the Franchisee in performance in this Agreement. Franchisee shall be entitled to retain the remaining ten percent (10%) of such revenues. Franchisee shall pay the City no later than December 31st of each year.

In the event that the City's share of the revenues received from the net sale of Recyclable Materials is less than the Recyclable Base Amount in any calendar year, Franchisee shall bear the cost of reaching the applicable minimum Recyclable Base Amount and shall not request an adjustment in the rates contemplated in Article 3 to reflect the difference.

However, if the City's share of the revenues received from the net sale of Recyclable Materials is less than the Recyclable Base Amount in two calendar years, City and Franchisee shall meet and confer about potential amendments to the Agreement.

2.05 TERM OF FRANCHISE

Franchisee's rights, privileges, obligations, duties and exclusive franchise shall run concurrently with the term of this Agreement.

2.06 ASSIGNMENT

A. *Transfer*. In no event shall this Agreement or Franchisee's exclusive franchise be sold, transferred, leased, assigned, mortgaged, pledged, hypothecated, or otherwise encumbered or disposed of (for the purposes of this Section 2.07, a "Transfer"), in whole or in part, directly or indirectly, whether voluntarily or by operation of law, or through any stock transfer, transfer in trust, Change in Control, consolidation, or merger of any company or corporation, without the prior written consent of the City. The City may grant or deny such a request and may impose such conditions as it may deem to be in the public interest. Any attempted disposition made without such consent shall be void. The City in its discretion may transfer the Agreement to any public entity provided that such entity shall have all the powers necessary to carry out the obligations of the City hereunder. Notwithstanding the other provisions of this section 2.07, the provisions of this section shall not apply to a Transfer which does not result in a Change in Control of the Franchisee.

B. The Franchisee shall notify the City's representative in writing forty-five (45) days in advance of any proposed assignment, sale, subcontract, or transfer or of any Change in Control or ownership of the Franchisee. In the event that the City approves of any assignment, sale, subcontract, or transfer, said approval shall not relieve the Franchisee of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

C. If the Franchisee requests the City's consideration of and consent to an assignment, the City may deny or approve such request at its sole discretion. The City will not unreasonably withhold its consent to any assignment, sale, subcontract, or transfer. However, the Franchisee acknowledges that this Agreement involves rendering a vital service to City residents and businesses and that the City is concerned about the possibility that assignment could result in significant changes in the quality of service. Accordingly, the following standards have been set to ensure that assignment will result in continued quality service. No request by the Franchisee for consent to an assignment need be considered by the City unless and until the Franchisee has met the following requirements:

1. The Franchisee shall undertake to pay the City its reasonable expenses for attorney's fees and investigating the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

2. The Franchisee shall furnish the City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

3. The Franchisee shall furnish the City with satisfactory proof:

a. That the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by the Franchisee under this Agreement;

b. That in the previous five (5) years, the proposed assignee or affiliates has not suffered any significant citations or other censure from any federal, state, or local agency having jurisdictions over its waste management operations due to any significant failure to comply with state, federal, or local environmental laws and that the assignee has provided the City with a complete list of such citations and censures;

c. That the proposed assignee has, at all times, conducted its operations in an environmentally-safe and conscientious fashion as determined by the City;

d. That the proposed assignee conducts its Solid Waste management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of Solid Waste, including hazardous wastes; and

e. Of any other information required by the City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall the City be obliged to consider any proposed assignment by the Franchisee if the Franchisee is in default at any time during the period of consideration.

ARTICLE 3. CUSTOMER RELATIONS

3.01 SERVICE RATES

A. *Rates for Solid Waste and Recycling Collection.* A rate schedule is attached hereto and incorporated herein as **Exhibit A,** which specifies the rates that Franchisee may charge customers within City limits for services provided pursuant to this Agreement, commencing on the successfully completion of any necessary Proposition 218 proceedings. The Franchisee shall charge City customers according to the rate schedule shown on **Exhibit A** until the City successfully completes any additional and necessary Proposition 218 proceedings. City customer charges shall include tipping fees and all other costs attributable to the services. In no event shall Franchisee charge any City customer an amount that exceeds the rate schedule shown on **Exhibit A,** unless such charges are memorialized by an amendment to **Exhibit A,** as approved by the City Council.

B. *City Services.* Franchisee agrees to provide services free of charge to the City in accordance with Section 5.05 below, and **Exhibit B.**

C. *Fees, Adjustment.* Any adjustment in fees for services that the Franchisee provides, either directly or indirectly, shall be determined and adjusted pursuant to this Agreement and approved in advance by the City Council. The Franchisee shall notify the City, and request an amendment to this Agreement by the City Council, in the event an unplanned rate increase is needed.

D. *Unpaid Rates and Franchisee Billing Practices.* The Parties acknowledge that the Franchisee's revenues pursuant hereto are derived from rates charged customers within the City. Franchisee shall be responsible for billing customers and the collection of unpaid charges, and the

City shall have no responsibility in the enforcement of collections. The Franchisee may develop and apply standard business practices for payment collection methods, credit card fees, lien rights, and other generally acceptable billing methods.

E. Development of Low-Income Program. The Franchisee and the City shall jointly develop a low-income rate assistance program, to provide up to a ten percent (10%) discount on monthly rates to very low-income residential customers within the City. Very-low income residential customers may be defined as customers with annual household incomes of less than thirty percent (30%) of the Tuolumne County median, or qualified participants of the PG&E CARE Program. The low-income rate assistance program, once developed, shall be applicable to eligible City customers on an annual basis only, subject to renewal for each customer, and annual review and renewal of the program by the Franchisee and the City. City staff will be solely responsible for determining program eligibility of each customer, and for providing the annual list of eligible City customers to the Franchisee.

3.02 MONTHLY SERVICE RATES; INFLATIONARY ADJUSTMENTS

A. *Full and Entire Rate Schedule.* The Franchisee's compensation for performance of all its obligations under this Agreement shall be service rates that the Franchisee shall have the right to charge to City customers at the rates set out in **Exhibit A** hereto, and such compensation shall be the full, entire and complete compensation due to the Franchisee pursuant to this Agreement for all labor, equipment, materials and supplies, processing and disposal fees, fees due to the City, taxes, insurance, bonds, overhead, operations, profit, and all other costs necessary to perform services required by this Agreement in the manner and times prescribed.

B. *Inflationary Rate Adjustments.*

1. Annual Inflationary Adjustment. Beginning on November 1, 2026, and annually thereafter, subject to compliance with all provisions of this Article, the Franchisee may adjust the monthly rates contained in **Exhibit A** according to the change in U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services Series CUSR0000SEHG (the "Adjustment Index"). The Adjustment Index percentage shall be calculated as follows: the Adjustment Index percentage shall be the percentage change in the Adjustment Index based on changes between the annual average of the base 12 months ending on June 30, which shall be the prior preceding 12-month period, to the annual average of the preceding 12-month period. Therefore, the first Adjustment Index percentage for purposes of this Section will be based on the annual average percentage change in the Adjustment Index between the 12-month period beginning on July 31, 2025, and the 12-month period ending on June 30, 2026. If data for the 12-month period ending on June 30 is not available from the US Department of Labor - Bureau of Labor Statistics in time to comply with the September 1 filing deadline, then the Franchisee shall use data for the most recently available 12-month period. Once calculated, the Adjustment Index percentage, expressed as a decimal, shall be added to one and multiplied by the then-applicable monthly rates. The product of this calculation shall be used to establish the new monthly rates. The Franchisee shall notify the City and all City customers of the Franchisee at least thirty (30) days prior to such new monthly rates taking effect.

2. Minimum and Maximum Increase. The Franchisee and the City agree that the monthly rate adjustments allowed under this Article shall not be below Zero Percent (0.00%) or above Five and One-Half Percent (5.5%). No change below Zero Percent (0.00%) or above Five and One-Half Percent (5.5%) shall carry forward to the next annual inflationary adjustment.

3. Extraordinary Inflation. If the Adjustment Index calculations over a two-year period result in calculations that exceed annual increases of greater than Twelve Percent (12%), in such case, the Franchisee may request a monthly rate adjustment pursuant to Section 3.03 below, if the Franchisee's costs have actually increased during such period by more than the amount otherwise increased pursuant to this Section 3.02.

3.03 OTHER RATE ADJUSTMENTS

A. *Adjustment for Uncontrollable Circumstances.* In the event any Uncontrollable Circumstances arise, the Franchisee may propose to the City a change in service or an adjustment in rates, or both, that in the Franchisee's opinion would enable the Franchisee to continue performance of this Agreement for the remainder of the Agreement term.

B. *Adjustment for Change in Service Specifications.* The City may request a change in service specifications for any reason, including adding a new program required by CalRecycle under a Local Implementation Plan or change in law. In addition, at any time during the term of this Agreement, the Franchisee may determine there is a need for a service rate for a particular service or container size that does not appear on the City-approved schedule in **Exhibit A**. If either circumstance would result in changes to the monthly rates, the Franchisee shall immediately notify the City and request the establishment or amendment to the monthly rates in accordance with the proposed service change, and in accordance with this Section 3.03.

C. *Rate Adjustments for Franchise and Other City Fees.* Franchisee shall be entitled to a rate adjustment at any time that the City increases its franchise fee or imposes new fees, provided that the Franchisee has provided documentation of such increase and its projected impact on rates. Once such documentation is provided, the City shall agree to amend this Agreement to allow such changes to the monthly rates.

D. Proposals. Following its proposal under subsection A or within thirty (30) days of the City's request under subsection B (unless the City request or service change to be designed shall reasonably take longer than thirty (30) days to prepare), the Franchisee must demonstrate to the City's satisfaction that the Franchisee's direct costs of service have increased or decreased due to an Uncontrollable Circumstance, or as provided in this Section 3.03. The Franchisee will provide additional documentation within ten (10) days of the City's request. If the Franchisee does *not* provide requested information, the City is not obligated to extend the time of its consideration.

E. *City Consideration.* The City Council shall consider the Franchisee's proposal for any monthly rate adjustments pursuant to this Section 3.03. Such proposals shall include provision for recovery of costs by the Franchisee from the date such costs are actually incurred.

1. Franchisee Request. If the Franchisee has requested an adjustment due to Uncontrollable Circumstances but does not reach agreement with the City within thirty (30) days of providing the City with information that the City requested, the Franchisee may in its sole

discretion require dispute resolution pursuant to Section 1.15.F and give the independent expert the record of its request and the City's and the Franchisee's response.

a. City Request. If the City has requested a change in specifications and does not reach agreement with the Franchisee within thirty (30) days of receiving from the Franchisee information that it requested, the City may at its sole discretion either:Arrange for a third party to provide the requested changes, such as a new program, provided that such arrangement shall not impact the Franchisee's compensation or exclusive rights under this Agreement; or

b. Require dispute resolution under Section 1.15.E and give the independent expert the record of its request and the Franchisee's response.

3.04 BILLING STATEMENTS

Franchisee's residential and commercial billing statements shall clearly list the customer's level of service, the monthly rate, a telephone number to call the Franchisee with questions, and the telephone number of the City representative if the customer is unable to resolve his or her problem with the Franchisee. The Franchisee must reimburse the City, at the fully weighted hourly salary of any City employee responding to complaints, if the time reasonably incurred by the City in such responses exceeds five (5) hours per week. The Franchisee shall issue to the City representative, annually, a sample residential bill and a sample commercial bill, and the Franchisee cannot itemize any franchise, permit, or other fees or charges imposed on the Franchisee by the City on its bills to customers or otherwise convey those fees or charges to its customers.

3.05 CUSTOMER COMPLAINTS

Throughout the term of this Agreement, the Franchisee shall maintain a complete record of all written and verbal complaints received pertaining to the performance of services subject to this Agreement. This record shall be provided to the City upon the City's request. Said record shall contain, at a minimum, the following information:

A. Names, addresses, and telephone numbers of complaining Parties;

B. Customer names, service addresses, and telephone numbers, if different than above;

C. Descriptions of problems/complaints and related dates and times, if applicable;

D. Dates received; and

E. Dates and descriptions of the Franchisee's responses and actions taken.

Complaints received from customers or the City shall be acted upon immediately and the Franchisee shall make every reasonable effort to resolve said complaints within seventy-two (72) hours of notification. Complaints lodged with the City shall be transferred to the Franchisee for correction, and such correction shall occur within ten (10) business days.

The City may, at its discretion, record and investigate public complaints made regarding the

Franchisee's performance under the terms of this Agreement. The City will determine whether such complaints are substantiated. If substantiated, the Franchisee shall resolve the complaint ina manner satisfactory to the City. Substantiated and unresolved complaints are subject to the provisions of Section 1.15 and may be the basis for termination of this Agreement by the City.

3.06 PUBLIC EDUCATION AND OUTREACH

A. The Franchisee shall cooperate with the City in waste-diversion and public education activities to further local implementation of the California Integrated Waste Management Act of 1989 and such other mandated programs, including but not limited to outreach in accordance with the Mandatory Commercial Recycling Plan and Organics Plan that the City filed with CalRecycle. The Franchisee shall encourage its customers to actively participate in waste diversion programs, and shall perform site visits to and waste audits of commercial customers and report to the City all information that the City is obligated to give to CalRecycle

B. New and existing customers shall be provided with information by the Franchisee regarding available services, as described below:

1. The Franchisee will prepare customer service information, based on programs provided by the Franchisee, that describes the complete range of services available to residential and commercial customers by the Franchisee. At a minimum, the Franchisee shall provide customers the following information: a list of Solid Waste and Recyclables eligible for collection; proper material preparation and handling practices; a list of unacceptable materials and proper disposal options; holiday collection schedule; Large-Item and Handy Hauler collection information; rates; other recycling opportunities; complaint procedures; and company contact information including billing address, office hours, location, and telephone numbers.

2. The Franchisee shall provide the City with updated information for any public outreach materials the Franchisee wishes to prepare or maintain as necessary to reflect any changes therein, and the City shall have the right to review all materials provided to customers generally and to the public.

3. The Franchisee shall display on its website the customer service information and the Franchisee's employees and agents shall inform customers that said information is available.

4. The City will assist in these matters as follows:

a. On an ongoing basis, the City may distribute the Franchisee's brochure at the City's Solid Waste transfer stations within the franchise area. On an ongoing basis, the City may distribute the Franchisee's brochure with “Welcome Wagon" packets of Solid Waste-related information that may be requested by new customers.

C. The City may perform a City-wide mailing with regard to Solid Waste services provided in the City, which may include information about the Franchisee's collection services.The Franchisee shall provide customers receiving debris box service written notification regarding applicable diversion programs and associated cost incentives and unacceptable materials and appropriate disposal options.

ARTICLE 4. CUSTOMER SERVICES

4.01 FREQUENCY OF SOLID WASTE COLLECTION

A. The Franchisee shall provide weekly collection of Solid Waste for all customers of Franchisee within the City, pursuant to this Agreement and any addendum thereto.

B. The Franchisee shall provide collection services to each customer of Franchisee within seven (7) days of the customer's request for service, unless the customer requests a later date.

4.02 COLLECTION SCHEDULE

The Franchisee shall establish a collection schedule for each City customer and provide notice to City customers of any changes to the collection schedule. When a regular collection day occurs on a holiday, the Franchisee shall either provide collection on the holiday or one calendar day before or after the holiday and may adjust the remaining schedule for that week accordingly. The Franchisee shall notify all City customers of their respective holiday collection schedules.

4.03 NON-COLLECTION OF SOLID WASTE

In the event the Franchisee refuses to collect any item or container of Solid Waste for any reason, the Franchisee shall securely attach a tag to that item or container specifying the reasons for non-collection. The tag shall contain the Franchisee's name and telephone number. Acceptable reasons include:

A. Waste not properly containerized as specified in the Franchisee's customer service information;

B. Items or containers that exceed the weight limitations specified in the Franchisee's customer service information;Items or containers that contain prohibited material as specified in the Franchisee's customer service information; and

C. Collection of an item or container would violate any applicable law, regulation, or this Agreement, or would cause possible safety issues, or is set out in inaccessible areas.

4.04 EXTRA COLLECTION OF SOLID WASTE

A. The Franchisee shall be allowed to provide extra and special services, at rates approved by the City Council, in addition to normally-scheduled collection services. The Franchisee shall quote to the customer the rate for such services prior to performing said services.

B. The Franchisee shall provide on-call service to part-time or temporary residents. On-call service shall include Recyclables collection.

C. Large-item and Handy-Hauler collection. The Franchisee shall be required to provide on-call, Large-item and Handy-Hauler pickup service such as mattresses, tires,

appliances, etc. to both single-family and multi-family customers, including customers receiving bin service. The Franchisee shall be compensated for Large-item and Handy-Hauler collection at rates established in the rate sheet contained in **Exhibit A** as those rates may be periodically adjusted hereby.

4.05 SOLID WASTE COLLECTION PRACTICES AND STANDARDS

A. *Service Standards.* The Franchisee shall, at all times during the term of this Agreement, provide efficient, effective, prompt, courteous, and professional service to all residential and commercial customers to the reasonable satisfaction of the City. The Franchisee shall not litter premises while collecting Solid Waste or allow waste to blow or fall from any collection vehicle. All collection activities shall be conducted in such a manner that public and private property will not be damaged. Premises shall be left in a neat and clean condition and containers shall be handled in a manner that will prevent their damage. The Franchisee shall replace containers and covers where found and shall not place them in the street or on adjoining property.

B. *Waste Accumulation.* The Franchisee shall direct its drivers to note the addresses of premises at which they observe piles or other significant amounts of Solid Waste accumulating and not being removed, where such accumulation clearly represents a significant risk to public health or risk of combustion and fire. The Franchisee shall refer such information to the City, which shall thereafter as necessary, enforce its ordinances or the provisions of this Agreement to address any health and safety concerns caused thereby.

C. *Additional Services.* The Franchisee and the City agree and acknowledge that the provisions and requirements of various statutes and mandates of the State of California cited in the recitals hereof, and other statutes and regulations of the State of California will require additional programs and rates for the processing and reuse of organic materials to be implemented by the Franchisee. The Franchisee and the City agree to work diligently to develop and adopt City-wide programs, implementation schedules, and rate adjustments consistent with the goals of the City and state law, as such regulations and any local ordinances are adopted.

ARTICLE 5. SCOPE OF SERVICES

5.01 SCOPE

The Franchisee agrees to perform all necessary services to administer the following programs:

Program	**Materials**	**Service Frequency**	**Additional Requirements**
Residential curbside	Primary/ Recyclables	Bi-weekly[1]	
Residential green waste	Green waste	Bi-weekly[1]	
Multi-family residential	Primary/ Recyclables	Weekly	As needed or required by AB 341

Hotels and Resorts	Primary/ Recyclables	Weekly	As needed or required by AB 341
Commercial/business	Primary/ Recyclables	Weekly	As needed or required by AB 341.
Schools	Primary/ Recyclables	Weekly	
Governmental and other public facilities	Primary/ Recyclables	Weekly	
Special Events	Primary/ Recyclables	As requested	
Used Oil Collection	Motor oil; filters; auto batteries; antifreeze	Franchisee to notify City customers of disposal sites	

[1]Bi-weekly shall mean every other week

5.02 AVAILABILITY

A. "Recycling Programs" identified pursuant to this Article 5 shall be made available to all of the Franchisee's City customers. Unless otherwise stated herein or unless specifically declined by the customer, the Franchisee shall provide, at a minimum, a sufficient number and appropriate type of recycling containers wherever garbage bins are provided and serviced. Service shall be of sufficient frequency to accommodate program needs and to avoid exceeding the capacity of collection containers.

B. All residential customers shall be provided with Solid Waste, recycling, and green waste collection service.

5.03 RESIDENTIAL GREEN WASTE

The Franchisee shall provide curbside yard waste and green waste collection and shall provide the necessary collection containers. The Franchisee shall instruct customers to exercise reasonable care to minimize contamination with objectionable items, such as rocks, metal, and trash. The Franchisee shall instruct customers to bring yard waste to the curb in waste carts placed by the curb in accordance with the most acceptable method to the Franchisee.

5.04 OTHER RECYCLING PROGRAMS

The Franchisee agrees to work in cooperation with the City to assist with other recycling and landfill diversion programs, upon the reasonable request of the City.

5.05 CITY FACILITIES

Franchisee shall, without expense to the City or its customers, perform Solid Waste and Green

Waste collection services at all the City owned and operated facilities, as shown on **Exhibit B,** at no additional charge to the City.

5.06 REPLACEMENT RECEPTACLES

The Franchisee shall, without expense to the City or any customer, replace outdated or dilapidated receptacles within five (5) days after receipt of a customer's reasonable request for replacement.

5.07 VALUE-ADDED SERVICES

- Education & Outreach: Required in Section 1 of RFP and stated in Section 3.06 of this Agreement
- Contamination Education & Outreach: Required in Section 1 of RFP and stated in Section 3.06 of this Agreement
- Included Additional Recycling Volume: 95 gallon capacity is part of standard service
- Additional Service offerings and mix and match options: More and increased options for service; 1-6 yard Commercial services offered
- Low-income discount: Required in Section 1 of RFP and stated in Section 3.01 E of this Agreement
- Two Residential Large Material Pick-Ups: Required in Section 3A of RFP and stated in Section 4.04 of this Agreement
    - Large-Item
    - 3.5 Cubic Yard Handy-Hauler
- Two Christmas Tree Drop-Off Locations in the City to be determined by the City
- On-Site/Virtual School Education: Required in Section 1 of RFP

5.08 CITY ADMINISTRATOR APPROVAL OF COMMERCIAL SERVICE MODIFICATIONS

The City Administrator may review and approve new services and associated rates, service levels, and service modifications proposed by the Franchisee that are intended to improve operational efficiency, reduce customer costs, or enhance diversion and recycling performance. The City Administrator may approve, such modifications in writing and provide notification of the approval to the City Council within thirty (30) days for the new services.

5.09 POTENTIAL FUTURE TRANSFER STATION

In the event the Parties agree to the development and construction of a new solid waste transfer station located on City owned property, the term of this Agreement may be extended to coincide with the term of a Transfer Station Lease Agreement.

5.10 SB 1383 COMPLIANCE

California's SB 1383, adopted in November of 2020, requires local governments to reduce landfill disposal of organic waste by 75% by 2025 and to increase edible food waste recovery by 20%, subject to certain rural jurisdiction waiver(s). Contractor shall collaborate with City to implement a program under SB 1383 and/or seek a waiver or Rural Jurisdiction Exemption

pursuant to 14 CCR §§ 18984.11 and 18984.12 or SB 613. If a waiver or exemption is obtained and valid until December 31, 2028, or if extended by the California Department of Resources Recycling and Recovery, the Parties shall collaborate to implement an Education and Outreach Program and Reporting Program, and any other requirement in compliance with SB 1383 requirements not subject to waiver and/or exemption, and shall collaborate to prepare a strategic plan for compliance with the full extent of the law in the event the Rural Jurisdiction Exemption expires or is not extended.

ARTICLE 6. SPECIAL CONDITIONS

6.01 USE OF "CITY" BY HAULER FORBIDDEN

Franchisee shall in no case use a firm name containing the word "City".

6.02 HOURS OF COLLECTION

No Solid Waste collection shall be made before 5:00 a.m. or after 6:00 p.m., unless otherwise authorized by the City. Upon request, the City may authorize collection at other times.

6.03 DISPOSITION OF RECYCLABLES

The Franchisee shall not cause properly-prepared, marketable Primary Recyclables to be buried in a landfill or otherwise be disposed of at locations other than those where this material can be re-manufactured or otherwise reused, unless an event of Uncontrollable Circumstance occurs which would give rise to the ability of the Franchisee to request a review of rates pursuant to Section 3.03 hereof, or any other event or circumstance which prevents the processing, sale or gift of Recyclable Materials, in which case the Franchisee shall be relieved of the obligation of this Section 6.03. In such event, the Franchisee shall notify the City and the Parties will meet and confer as to the disposition of the Recyclables. If in the circumstances described in this section 6.03, the Franchisee shall have to pay a third-party for the disposition of Primary Recyclables, and such payment eliminates any Recyclable Revenue Share received for such Recyclables as that term as contemplated in Section 2.04, the Franchisee may be reimbursed through the Franchisee's monthly rates for any additional costs of such disposition including, without limitation, the cost of paying a third party to take the materials in question if the Parties decide on such a disposition of one or more materials.

Other than as provided above, the Franchisee shall use reasonable business efforts to recycle all materials collected as Recyclables pursuant to this Agreement. The Franchisee agrees to certify that all collected Recyclables have been processed for re-use other than as provided herein.

6.04 RESPONSIBILITY FOR COLLECTED MATERIAL

All material removed by the Franchisee from the premises where produced, generated, or accumulated pursuant to this Agreement shall be the responsibility of the Franchisee. However, the Franchisee shall be entitled to return prohibited material to the customer who generated it, if the customer can be identified. Any hazardous waste or medical waste that the Franchisee collects shall be the responsibility of the Franchisee. The Parties expressly agree that in no event shall the

ownership of any Solid Waste, hazardous waste, medical waste, or any other waste be construed to be the property of the City, either explicitly or implicitly.

6.05 RECORD KEEPING AND REPORTING

A. Subject to reasonable prior notice, the Franchisee will allow the City access to review and inspect the Franchisee's customer lists, including commercial customer names and addresses. The City acknowledges and agrees that the information contained in the Franchisee's customer lists is proprietary trade secret information and further agrees that the City will not disclose or distribute any customer list information to any person.

B. The Franchisee shall keep and maintain written records of the number of residences and businesses participating in its recycling programs, quantities of Recyclable Materials collected, the quantities of Recyclable Material sold and stored, and such other matters as may be required by the City. The Franchisee shall provide a written quarterly report to the City documenting the quantities of Recyclable Material collected, recycled, sold, and stockpiled. The volumes of each type of material collected shall be reported separately for each recycling program. Quarterly reports shall be in a format approved by the City or County and shall include supporting documentation as may be required by the City. The report shall be submitted to the City within thirty (30) days of the end of each calendar quarter. The City may request that the Franchisee provide such additional information in the reports as may be reasonably necessary or appropriate to meet the information needs required by the California Integrated Waste Management Act of 1989.

6.06 ACCESSIBILITY AND CONVENIENCE

A. *Office.* The Franchisee shall notify customers of its office location where customers may arrange for service, pay bills and file complaints. Said office shall be equipped with a telephone and two-way radio. All collection vehicles shall also be equipped with two-way radios to communicate with the Franchisee's office. The Franchisee shall, for at least six (6) hours between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, have responsible personnel with whom City customers may communicate. The Franchisee's office shall be open to the public during normal business hours.

B. *Service Yard.* The Franchisee shall maintain a service yard for the storage of trucks, collection equipment and other equipment.

6.07 EQUIPMENT

A. *Construction.* All vehicles, conveyances, or containers used by the Franchisee for hauling or storing Solid Waste or Recyclables within the City shall be constructed to comply with all applicable federal, state, and local laws, rules, and regulations. All equipment used for the collection and transportation of residential and commercial Solid Waste shall be non-absorbent, water-tight, vector-resistant, durable, easily-cleanable, covered, and designed for safe handling. The Franchisee shall maintain a fleet of collection trucks sufficient in number and capacity to efficiently perform the work required in the Agreement in strict accordance with the terms of this Agreement. On collection days, the Franchisee shall have available sufficient back-up vehicles for each type of collection vehicle typically in service (e.g., rear loader, front loader, roll-off, etc.).

B. *Maintenance.* Said equipment shall be maintained in good condition. Said equipment shall be cleaned and disinfected on a frequency and in such manner to prevent the propagation or attraction of flies, rodents, or other vectors and the creation of nuisances.

C. *Containment.* All vehicles, conveyances, or containers used by the Franchisee in the collection, transfer or transportation of Solid Waste or Recyclables shall be designed to prevent leakage, spillage, or overflow. Such conveyances or containers shall be completely covered when in route from the last collection station to a disposal area or processing facility to prevent spillage, overflow, blowing, or similar releases. Any material dropped or spilled in collection, transfer, or transport shall be immediately cleaned up by the Franchisee. Appropriate equipment for this purpose shall be carried at all times on each vehicle.

D. *Vehicle-Markings.* All vehicles used by Franchisee shall be identified with the name and telephone number of the Franchisee. Such name and telephone number shall be displayed on both sides of the vehicle in letters not less than four (4) inches in height.

E. *Container Identification.* Containers of one (1) cubic yard or more which are owned by the Franchisee shall be identified with the name and telephone number of the Franchisee servicing the container, in legible letters and numbers. All such containers will be labeled to clearly identify prohibited materials and safety hazards.

F. *Safety*. Said equipment shall be operated in a safe manner consistent with industry standards and applicable safety regulations. Vehicles and equipment used in the transport of Solid Waste shall be constructed and maintained in such a manner as to minimize the health and safety hazards to collection personnel and the public.

G. *Vehicle Parking.* To prevent nuisance and vector problems, uncleaned Solid Waste collection vehicles containing putrescible materials shall not be stored on public streets or roads except under emergency conditions. All vehicles used in collection activities shall be kept on property with proper zoning within a building or fenced yard. The Franchisee must designate a location where the vehicles will be parked when not in service.

H. *Franchisee Responsibility.* Where the Franchisee furnishes storage containers, the Franchisee shall be responsible for maintaining the containers in good condition (ordinary wear and tear excepted) unless they are furnished under other terms, conditions, or agreements. The Franchisee shall coordinate with the property owner or occupant as to placement of storage containers to minimize traffic, aesthetic and other problems, both on the property and for the public.

I. *Inspection.* Equipment used for Solid Waste collection shall be made available by the Franchisee for inspection annually as requested by the City. The time of inspection is to be by mutual agreement. The City shall determine the suitability of such equipment in accordance with these provisions.

6.08 TRAFFIC AND NOISE PROBLEMS

The Franchisee shall conduct all operations in accordance with City Code and in a manner that

minimizes obstruction or disruption to the peace and quiet of the areas in which collections are made.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above-referenced Effective Date.

CITY:	**FRANCHISEE:**
City of Sonora, a California municipal corporation	NAME
	By:
By:	

EXHIBIT A

RATES

EXHIBIT B

Services Provided to City

EXHIBIT C

Tuolumne County Occupied Facilities

EXHIBIT A

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EXHIBIT A.1.1

RESIDENTIAL SERVICES

Monthly Rates For Residential Service in City of Sonora Effective 11/1/25 Through 10/31/26

One 35 gallon trash cart serviced weekly; One 95 gallon recycling cart serviced bi-weekly; One 65 gallon greenwaste cart serviced bi-weekly	$33.94
One 65 gallon trash cart serviced weekly; One 95 gallon recycling cart serviced bi-weekly; One 65 gallon greenwaste cart serviced bi-weekly	$52.01
One 95 gallon trash cart serviced weekly; One 95 gallon recycling cart serviced bi-weekly; One 65 gallon greenwaste cart serviced bi-weekly	$66.82

EXHIBIT A.1.2
RESIDENTIAL SERVICES

Monthly Rates For Residential Service in City of Sonora Effective 11/1/25 Through 10/31/26

		Rate	Unit
Special Charges (On an unscheduled service day)			
	Trash Cart	$29.63	per Service
	Recycle Cart	$29.63	per Service
	Greenwaste Cart	$29.63	per Service
Extra Charges (On a scheduled service Day)			
	Trash Cart	$14.82	per Service
	Recycle Cart	$14.82	per Service
	Greenwaste Cart	$14.82	per Service
On-Call Charges (on a scheduled service day for that route area)			
	Trash Cart	$29.63	per Service
	Recycle Cart	$29.63	per Service
	Greenwaste Cart	$29.63	per Service
On-Call Charges (on an unscheduled service day for that route area)			
	Trash Cart	$59.27	per Service
	Recycle Cart	$59.27	per Service
	Greenwaste Cart	$59.27	per Service
Monthly Cart Rent for On–Call Services		$5.39	per Month
Each Additional Recycle Cart (must be kept for 6 months minimum)		$5.39	per Month
Each Additional Greenwaste Cart (must be kept for 6 months minimum)		$5.39	per Month
Cart equipped with Locking Lid		$4.04	per Month
Walk-In / Backyard Service		$20.20	per Month
Drive-In/Long Driveway Service (Calculated from where leaving County-maintained road		$20.20	per Month + additional $15/mile after 1st mile (1-way)
Cart Steam Cleaning		$24.24	per Cart
Deposit to Restart Service after stopped for non-payment		$202.03	per Restart
Lost Cart/destroyed Cart or Can		$161.62	per Each

EXHIBIT A.2.1

COMMERCIAL TRASH SERVICES

Monthly Rates For Commercial Trash Service Effective 11/1/25 Through 10/31/26

		Trash Cart Pickups per week					
Cart Size Gals	**Cart Count**	**1**	**2**	**3**	**4**	**5**	**6**
35 Gallon Cart	1	$49.47	$108.82	$180.55	$232.49	$284.42	$331.42
	2	$103.88	$228.53	$379.15	$488.22	$597.29	$695.97
	3	$163.23	$359.12	$595.81	$767.20	$938.60	$1,093.67
	4	$217.65	$478.82	$794.41	$1,022.94	$1,251.47	$1,458.23
	5	$262.16	$576.76	$956.90	$1,232.17	$1,507.45	$1,756.50
65 Gallon Cart	1	$65.94	$145.07	$240.68	$309.92	$379.15	$441.79
	2	$138.47	$304.64	$505.43	$650.82	$796.22	$927.77
	3	$217.60	$478.72	$794.24	$1,022.72	$1,251.20	$1,457.92
	4	$290.13	$638.29	$1,058.99	$1,363.63	$1,668.27	$1,943.90
	5	$349.48	$768.85	$1,275.60	$1,642.55	$2,009.51	$2,341.51
95 Gallon Cart	1	$77.71	$170.95	$283.63	$365.22	$446.81	$520.63
	2	$163.18	$359.00	$595.61	$766.95	$938.29	$1,093.32
	3	$256.43	$564.14	$935.96	$1,205.21	$1,474.46	$1,718.07
	4	$341.90	$752.19	$1,247.95	$1,606.95	$1,965.95	$2,290.76
	5	$411.84	$906.05	$1,503.21	$1,935.65	$2,368.08	$2,759.32

		Trash Container Pickups per week					
Container Size, CY	**Container Count**	**1**	**2**	**3**	**4**	**5**	**6**
1 CY	1	$167.03	$367.47	$609.67	$785.05	$960.43	$1,119.11
	2	$302.79	$666.14	$1,105.18	$1,423.11	$1,741.04	$2,028.69
	3	$551.20	$1,212.65	$2,011.90	$2,590.66	$3,169.42	$3,693.07
	4	$734.94	$1,616.87	$2,682.53	$3,454.21	$4,225.90	$4,924.09
	5	$885.27	$1,947.59	$3,231.23	$4,160.76	$5,090.29	$5,931.29
2 CY	1	$305.00	$671.00	$1,113.26	$1,433.51	$1,753.76	$2,043.51
	2	$640.50	$1,409.11	$2,337.84	$3,010.37	$3,682.89	$4,291.37
	3	$1,006.51	$2,214.31	$3,673.74	$4,730.57	$5,787.40	$6,743.58
	4	$1,342.01	$2,952.41	$4,898.32	$6,307.43	$7,716.54	$8,991.45
	5	$1,616.51	$3,556.32	$5,900.25	$7,597.59	$9,294.92	$10,830.60

EXHIBIT A.2.2

COMMERCIAL TRASH SERVICES

Monthly Rates For Commercial Trash Service Effective 11/1/25 Through 10/31/26

		Trash Container Pickups per week					
Container Size, CY	**Container Count**	**1**	**2**	**3**	**4**	**5**	**6**
3 CY	1	$442.87	$974.31	$1,616.47	$2,081.48	$2,546.49	$2,967.21
	2	$930.02	$2,046.05	$3,394.58	$4,371.10	$5,347.63	$6,231.15
	3	$1,461.46	$3,215.22	$5,334.34	$6,868.88	$8,403.41	$9,791.80
	4	$1,948.62	$4,286.96	$7,112.45	$9,158.50	$11,204.55	$13,055.74
	5	$2,347.20	$5,163.84	$8,567.27	$11,031.83	$13,496.39	$15,726.23
4 CY	1	$580.87	$1,277.91	$2,120.17	$2,730.08	$3,339.99	$3,891.82
	2	$1,219.82	$2,683.61	$4,452.36	$5,733.17	$7,013.99	$8,172.82
	3	$1,916.87	$4,217.11	$6,996.56	$9,009.27	$11,021.98	$12,843.01
	4	$2,555.82	$5,622.81	$9,328.75	$12,012.36	$14,695.98	$17,124.01
	5	$3,078.60	$6,772.93	$11,236.90	$14,469.44	$17,701.97	$20,626.65
5 CY	1	$691.55	$1,521.41	$2,524.16	$3,250.29	$3,976.41	$4,633.39
	2	$1,452.26	$3,194.96	$5,300.73	$6,825.60	$8,350.47	$9,730.11
	3	$2,282.12	$5,020.65	$8,329.72	$10,725.94	$13,122.16	$15,290.17
	4	$3,042.82	$6,694.20	$11,106.29	$14,301.25	$17,496.22	$20,386.89
	5	$3,665.22	$8,063.47	$13,378.03	$17,226.51	$21,074.99	$24,556.94
6 CY	1	$824.30	$1,813.46	$3,008.70	$3,874.21	$4,739.73	$5,522.81
	2	$1,731.03	$3,808.27	$6,318.26	$8,135.84	$9,953.42	$11,597.90
	3	$2,720.19	$5,984.42	$9,928.69	$12,784.89	$15,641.09	$18,225.27
	4	$3,626.92	$7,979.22	$13,238.26	$17,046.52	$20,854.79	$24,300.36
	5	$4,368.79	$9,611.34	$15,946.08	$20,533.31	$25,120.54	$29,270.89

EXHIBIT A.3.1

COMMERCIAL RECYCLE SERVICES

Monthly Rates For Commercial Recycling Service Effective 11/1/25 Through 10/31/26

		Recycle Cart Pickups per week
Cart Size Gals	**Cart Count**	**1**
95 Gallon Cart	1	$8.30
	2	$16.60
	3	$24.90
	4	$33.20
	5	$41.50

		Recycle Container Pickups per week	
Container Size, CY	**Container Count**	**1**	**2**
1 CY	1	$59.74	$149.23
	2	$119.48	$298.46
	3	$179.22	$447.69
	4	$238.96	$596.92
	5	$298.70	$746.15
2 CY	1	$61.66	$113.33
	2	$123.32	$226.66
	3	$184.98	$339.99
	4	$246.64	$453.32
	5	$308.30	$566.65

EXHIBIT A.3.2

COMMERCIAL RECYCLE SERVICES

Monthly Rates For Commercial Recycling Service Effective 11/1/25 Through 10/31/26

		Recycle Container Pickups per week	
Container Size, CY	**Container Count**	**1**	**2**
3 CY	1	$77.50	$162.74
	2	$155.00	$325.49
	3	$232.49	$488.23
	4	$309.99	$650.98
	5	$387.49	$813.72
4 CY	1	$103.33	$216.99
	2	$206.66	$433.99
	3	$309.99	$650.98
	4	$413.32	$867.97
	5	$516.65	$1,084.97
5 CY	1	$131.43	$276.00
	2	$262.86	$552.00
	3	$394.28	$828.00
	4	$525.71	$1,104.00
	5	$657.14	$1,379.99
6 CY	1	$144.99	$304.48
	2	$289.98	$608.96
	3	$434.97	$913.44
	4	$579.96	$1,217.92
	5	$724.95	$1,522.40

EXHIBIT A.3.3

COMMERCIAL SPECIALS, EXTRAS, ON-CALL, MISCELLANEOUS

Rates Effective 11/1/25 Through 10/31/26

					Rate	Unit
Special Charges (On an unscheduled service day)						
	Trash Cart				$29.03	per Cart
	Recycle Cart				$29.03	per Cart
	Trash Container					
		1 CY			$33.27	per Service
		2 CY			$66.53	per Service
		3CY			$106.46	per Service
		4 CY			$144.72	per Service
		5 CY			$179.65	per Service
		6 CY			$216.24	per Service
	Recycle Container					
		1 CY			$19.35	per Service
		2 CY			$29.05	per Service
		3CY			$90.49	per Service
		4 CY			$123.01	per Service
		5 CY			$143.25	per Service
		6 CY			$183.81	per Service
Extra Charges (On a scheduled service Day)						
	Trash Cart				$14.52	per Cart
	Recycle Cart				$14.52	per Cart
	Trash Container					
		1 CY			$21.95	per Service
		2 CY			$43.91	per Service
		3CY			$70.25	per Service
		4 CY			$95.50	per Service
		5 CY			$118.54	per Service
		6 CY			$142.69	per Service
	Recycle Container					
		1 CY			$12.77	per Service
		2 CY			$19.16	per Service
		3CY			$59.71	per Service
		4 CY			$81.17	per Service
		5 CY			$94.52	per Service
		6 CY			$121.29	per Service
On-Call Charges (on the scheduled service day for that route area)						
	Trash Cart				$29.03	per Service
	Recycle Cart				$29.03	per Service
	Trash Container					
		1 CY			$33.27	per Service
		2 CY			$66.53	per Service
		3CY			$106.46	per Service
		4 CY			$144.72	per Service
		5 CY			$179.65	per Service
		6 CY			$216.24	per Service

EXHIBIT A.3.4

COMMERCIAL SPECIALS, EXTRAS, ON-CALL, MISCELLANEOUS

Rates Effective 11/1/25 Through 10/31/26

					Rate	Unit
	Recycle Container					
		1 CY			$19.35	per Service
		2 CY			$29.05	per Service
		3CY			$90.49	per Service
		4 CY			$123.01	per Service
		5 CY			$143.25	per Service
		6 CY			$183.81	per Service
Walk-In Service						
		Cart			$19.79	per Month
Drive-In/Long Driveway Service (Calculated from where leaving County-maintained road					$19.79	per Month + additional $15/mile after 1st mile (1-way)
Monthly Rent for On–Call Accounts						
	Cart				$5.28	per Month
	Container				$26.39	per Month
Locks and Lock Bars						
	Cart equipped with Locking Lid				$3.96	per Month
	Container unlocking service				$10.56	per Month
Deposit to Restart Service after stopped for non-payment					Computed value of three (3) times monthly service rate	
Steam Clean						
	Cart				$23.75	per Cart
	All container sizes				$85.78	per Container

EXHIBIT A.4.1

ROLLOFF SERVICES

Rates Effective 11/1/25 Through 10/31/26

Total Customer Charge is sum of Appropriate Haul Charge plus tons hauled multiplied by Transfer Station Charge per Ton

	10-CY Bin Haul Charge per Load	20-CY Bin Haul Charge per Load	30-CY Bin Haul Charge per Load	Transfer Station Charge per Ton
All Areas City of Sonora	$613.64	$818.18	$1,029.33	$83.14

Rolloff rates include 7 days on customer's site, not including day of delivery or day of removal. Per-day rental charge after 7 days on customer's site is $12.00 per day.

Roll Off Trip Charge and Monthly Rent

		Rate	Unit
Trip Charge (Assessed whenever work scheduled is not accessible)		$100.00	per Hour (time spent)
Monthly Rent (Assessed whenever a permanently placed bin is not serviced for 30 days)			
	10-20 CY Bins	$130.00	per Month
	30 CY Bins	$150.00	per Month

Unacceptable Materials Charges

		Rate	Unit
Unacceptable Materials Charges when found in Rolloff Loads;			
	Appliances	$49.49	per Each
	Tires-Small	$4.95	per Each
	Tires-Small on Rim	$9.90	per Each
	Tires-Truck	$15.84	per Each
	Tires-Truck on Rim	$19.79	per Each
	Electronic Waste (E-Waste)	$13.20	per Each

EXHIBIT A.5.1

HANDY-HAULERS AND BULKY WASTE

Rates Effective 11/1/25 Through 10/31/26

Handy-Haulers			
	Trash	Green Waste	C&D
3.5 CY	$110.85	$100.29	$121.41
5.0 CY	$217.75	$204.55	$237.54

Handy-Hauler rates include 7 days on customer's site, not including day of delivery or day of removal. Per-day rental charge after 7 days on customer's site is $12.00 per day.

Bulky Waste Charges			
		Rate	**Unit**
Bulky Waste Cleanup		$26.39	per Item
Special Materials Charges when setout with Bulky Waste Loads;			
	Appliances	$49.49	per Each
	Tires-Small	$4.95	per Each
	Tires-Small on Rim	$9.90	per Each
	Tires-Truck	$15.84	per Each
	Tires-Truck on Rim	$19.79	per Each
	Electronic Waste (E-Waste)	$13.20	per Each

Department of Public Works

Blossom Scot
Dire

48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
209.533.5601
www.tuolumnecounty.ca.gov

ADMINISTRATION
Assistant to the Department Head
Emma Hawks
209.694.2718

AIRPORTS
Airport Manager
Tonya Scheftner, P.G.
209.533.5685

BUSINESS
Agency Fiscal Officer
Doreen Ellis
209.533.5972

ENGINEERING
Blossom Scott-Heim, P.E.
209.533.5904

FACILITIES MANAGEMENT
Steve Wyhlidko
Korin Gregson
209.533.5660

FLEET SERVICES
Fleet Services Manager
Orlando Magdaleno
209.536.1622

GEOGRAPHIC INFORMATION SYSTEMS
GIS Coordinator
Madeline Amlin
209.533.6592

ROAD OPERATIONS
Superintendent of Roads and Fleet
Spencer Stobaugh
209.533.5609

SOLID WASTE
Solid Waste Director
Deborah Reagan
209.533.5588

SURVEYING
County Surveyor
Warren Smith, L.S.
209.533.5626

October 2, 2025

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

RE: County-Occupied Properties – City of Sonora

Dear Ms. Eads:

Per our discussion, please find attached a list of County-occupied properties within Sonora city limits. The list includes information on the site address as well as if the property is owned or leased by the County. It is my understanding that you will incorporate this list into your contract with Cal-Waste Recovery whereby they waive their exclusive franchise right to collect from these locations. Tuolumne County will notify the City of any changes in the property list upon purchase, sale or vacating a property within the City limits.

Please do not hesitate to reach out to me with any questions.

Respectfully,

Debbie Reagan
Solid Waste Director

cc: Roger Root, Tuolumne County
Blossom Scott-Heim, Tuolumne County

Attachment A
County-Occupied Properties
Within Sonora City Limits

Service Name	Service Address	Owned or Leased O/L
Behav Hlth - Hospital Rd	105 Hospital Rd	O
Behav Hlth - Lambert Drop-in Ctr. (Jackson St)	347 W Jackson	O
Behav Hlth - Wash St SH	1170 S Washington St	O
Fac Mgmt - Heaven For Kid Park	480 Greenley Road (next to Library)	O
Fire - Forest Rd (Ambulance-Medic10)	2 S Forest Rd	O
IT	1015 Morning Star	L
Public Defender (& Conflict Counsel) Recy	99 N Washington St	L
Transportation Council	975 Morning Star Dr, Ste A	L/partial
Admin Building Recy	2 S Green St	O
Court House	41 Yaney Ave	O
Ambulance - Palemone (Medic 10)	89 Palemone St.	L
District Attorney Recy (across street from SHS)	1 N Washington St	O
Fac Mgmt - Calaveras	9 Calaveras St	O
Francisco Building Recy	1st floor parking	O
Library - Sonora	480 Greenley Rd	O
Memorial Hall	9 N Washington St	O
Museum	158 Bradford St	O
Probation	465 S Washington St	O
Rec - Pool Sonora HS	Sonora High School (SEASONAL)	L/partial
Rec - Youth Ctr Sonora	732 Barretta St	O
Senior Center	540 Greenley Rd	O
Farm Advisor Recy	52 N Washington St	O
Sheriff - OLD Jail	Yaney/Bradford	O
TGH - Compactor Service	101 Hospital Rd	O
GEO-Probation	950 Tuolumne Street	L
Columbia Way House	136 Columbia Way	O
Washington Court	60 N. Washington	O
District Attorney	423 N. Washington	O
Facilities Management/Morgue	229 W. Jackson Street	O
Snell House A720	720 Snell	O
Snell House B728	728 Snell	O

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 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Mike Pugh, City Engineer

SUBJECT: Receive a Presentation on the Gold Rush Path Phase 1 Project Progress Update

RECOMMENDATION:

Receive a Presentation on the Gold Rush Path Phase 1 Project Progress Update

BACKGROUND:

The Gold Rush Path multi-use project is a premier multi-use trail project in Tuolumne County. The Phase 1 project includes the segments of trail that runs through the City of Sonora that will provide a multi-use trail along two separate alignments. The first segment runs along State Route 49 (Stockton Road), which starts near the Mother Lode Fairgrounds, picking up the planned trail coming from Jamestown to the south and extending north to the newly constructed Transit Center and downtown area. The second segment runs from the intersection of Stockton Road and Woods Creek Drive and extends west to the Dragoon Gulch trail head and Sonora High School.

The Project Approval / Environmental Documentation (PA/ED) effort for the Phase 1 project has been ongoing since August 2024 and recently hit a significant milestone. The draft 30% design and plans have been completed, the biological environmental technical documents have been prepared and reviewed by Caltrans, and the cultural technical studies (historic and archeological resources) are near complete with a scheduled submittal date to Caltrans in mid to late October. A Project Development Team (PDT) meeting was held with the City of Sonora, TCTC, and Caltrans on August 26, 2025, to discuss the project details and solicit input on the proposed design.

Current ongoing work includes the scheduling of project stakeholder outreach meetings. A meeting with the 7th Day Adventist was held on August 26, 2025; they are proponents of the Phase 1 Project. Future work includes the preparation of the Initial Study document required by the California Environmental Quality Act (CEQA). The Initial Study is scheduled to be submitted for review in late November / early December and is planned to be ready for public circulation by February of 2026. The completion of the PA/ED effort is scheduled for June 2026.

DISCUSSION / ANALYSIS:

Derik Kirkland from Wood Rodgers will present the details of the Phase 1 Gold Rush Path project and provide updates on the project status and schedule. Wood Rodgers is the engineering consultant for the Phase 1 project.

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 IMPACT:

None. This is an informational item presenting the progress of the Gold Rush Path Phase 1 Project. The PA/ED effort is being funded through a combination of ATP and CMAQ grant funds.

ATTACHMENTS:

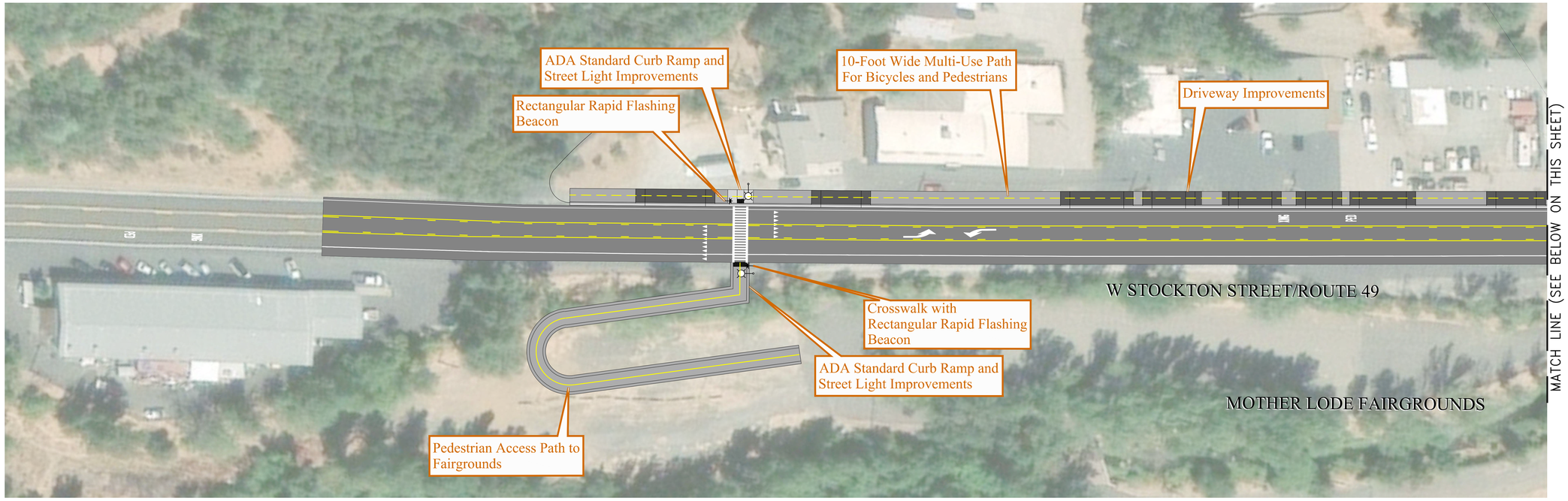
Phase 1 Gold Rush Path Exhibits

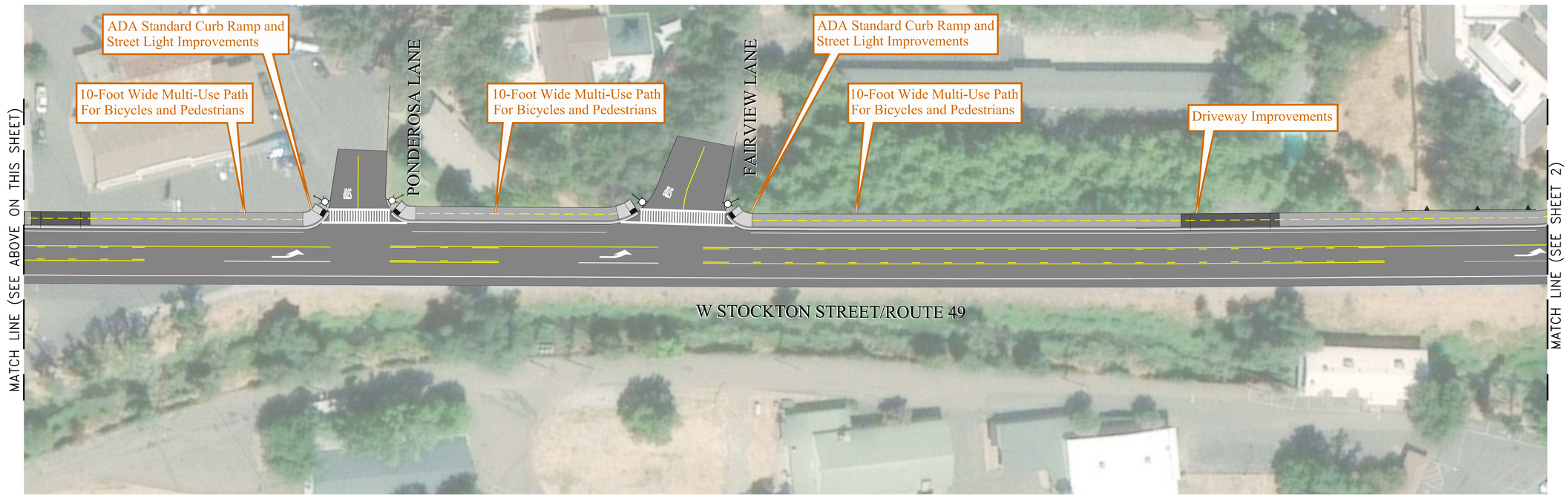
CORE COUNCIL PRIORITIES:

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

GOLD RUSH MULTI-USE PATH PHASE 1

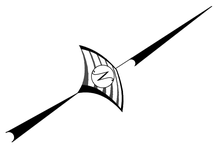
Bike and Pedestrian Multi-Use Path





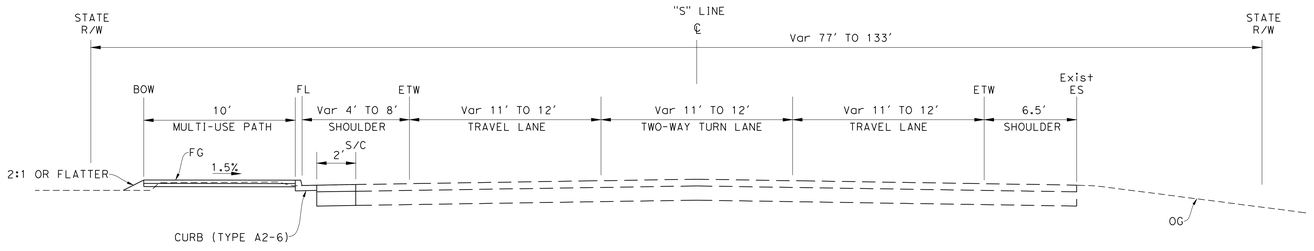
LEGEND

- ADA CURB RAMP AND INTERSECTION IMPROVEMENTS
- NEW MULTI-USE PATH FOR BICYCLES AND PEDESTRIANS
- DRIVEWAY IMPROVEMENTS



30' 15' 0 30'

SCALE: 1" = 30'

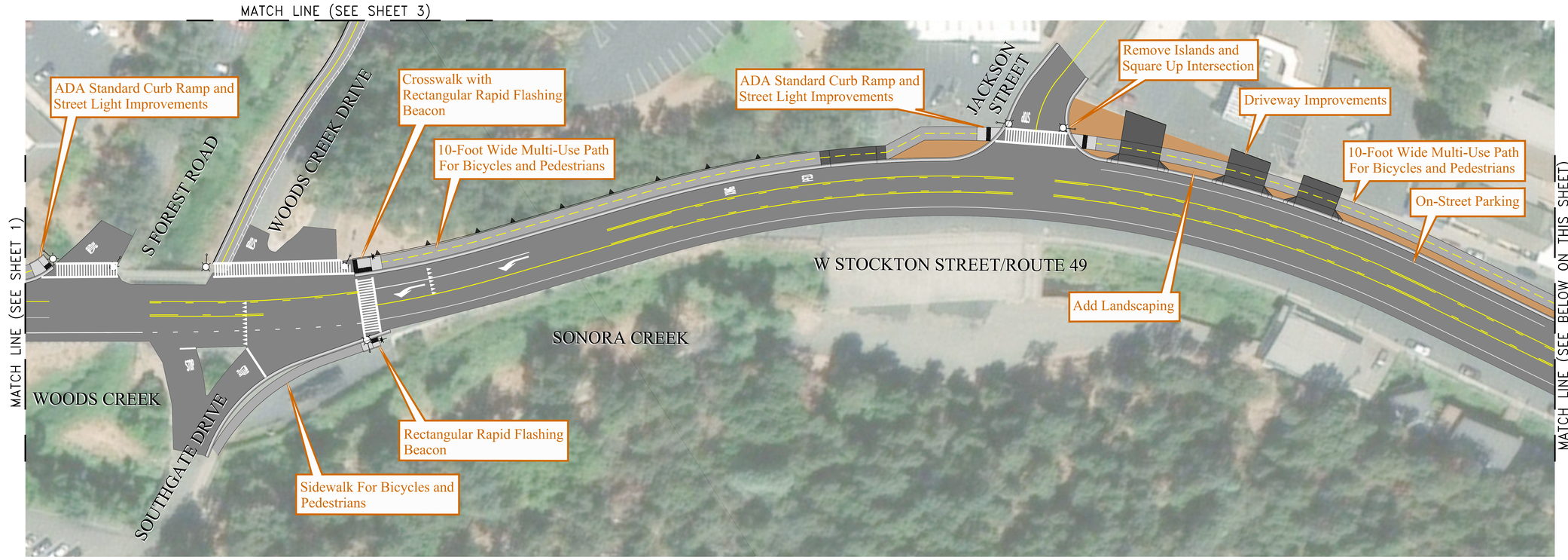


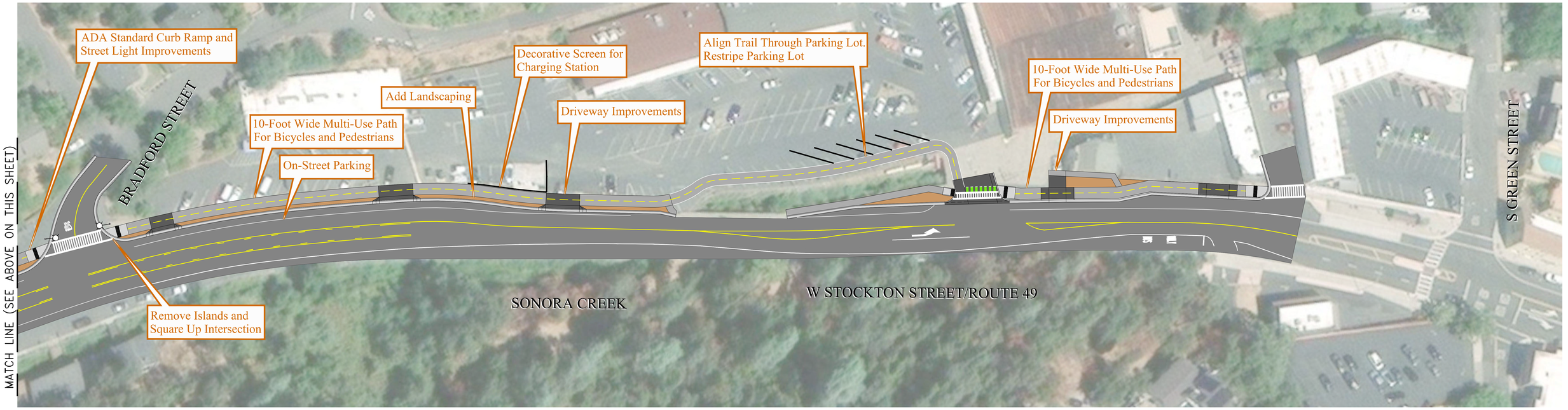
SHEET 1 OF 4

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Ste 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

GOLD RUSH MULTI-USE PATH PHASE 1

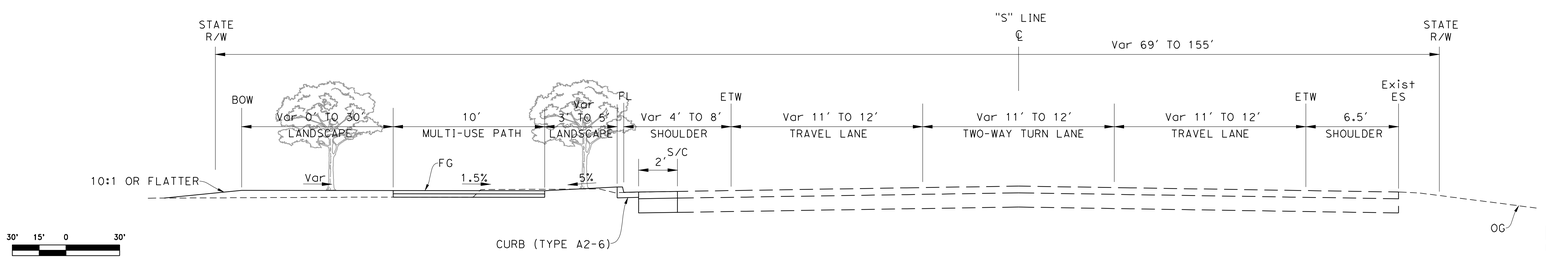
Bike and Pedestrian Multi-Use Path





LEGEND

- ADA CURB RAMP AND INTERSECTION IMPROVEMENTS
- NEW MULTI-USE PATH FOR BICYCLES AND PEDESTRIANS
- DRIVEWAY IMPROVEMENTS
- BICYCLE LANE PAVEMENT MARKINGS
- LANDSCAPE AREA



SCALE: 1" = 30'

SHEET 2 OF 4

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Ste 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

GOLD RUSH MULTI-USE PATH PHASE 1

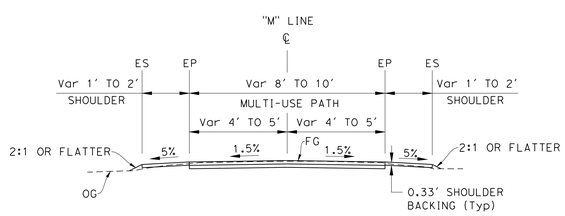
Bike and Pedestrian Multi-Use Path





LEGEND

- ADA CURB RAMP AND INTERSECTION IMPROVEMENTS
- NEW MULTI-USE PATH FOR BICYCLES AND PEDESTRIANS



30' 15' 0 30'
SCALE: 1" = 30'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Ste 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

GOLD RUSH MULTI-USE PATH PHASE 1

Bike and Pedestrian Multi-Use Path



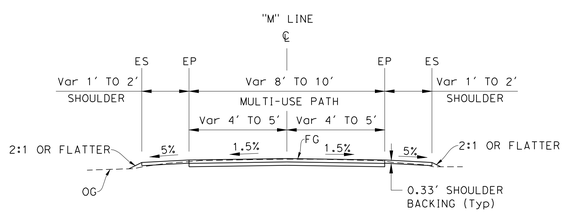
LEGEND

- ADA CURB RAMP AND INTERSECTION IMPROVEMENTS
- NEW MULTI-USE PATH FOR BICYCLES AND PEDESTRIANS
- BRIDGE



30' 15' 0 30'

SCALE: 1" = 30'



SHEET 4 OF 4

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3741 Douglas Blvd, Ste 150
Roseville, CA 95661
Tel 916.341.7760
Fax 916.341.7767

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 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Carlye Buchholz, City Engineer

SUBJECT: Consider Approval of $55,528 for the Repair of the Known Storm Drain Between 191 Elk Drive and 207 Elk Drive Utilizing on On-Call Contractor Njirich and Sons, with the Ability to Authorize Additional Funds to Replace Unidentified Damage, as Necessary.

RECOMMENDATION:

Consider Approval of $55,528 for Njirich and Sons Proposal to Repair the Failure of a 12” CMP Storm Drainpipe Located Between the Properties of 191 and 207 Elk Drive Within a Drainage Easement.

BACKGROUND:

The storm drain between 191 Elk Drive and 207 Elk Drive has failed causing significant erosion of the hillside between the properties. Residents of 207 Elk Drive have contacted the City requesting repairs. The 12" storm drainpipe was originally installed as part of the County’s Elks Hill Subdivision improvements in the mid-1950s and the City annexed the Elks Hill / Saratoga Acres area in 1972.

The cause of the failure is unknown at this time. 360 Pipeline Inspections performed CCTV inspections earlier this year and a blockage has been identified within the pipe. As a result, a 40-foot segment of pipe is in need of replacement due to the blockage and a break in the storm drain line. Additional obstructions below the identified blockage are unknown.

DISCUSSION / ANALYSIS:

Njirich and Sons has been selected utilizing the City’s approved On-Call Contractor list. They are local to the City of Sonora. Initial contact has been made with the property owner of 191 Elk Drive during a previous site visit. Additional coordination with property owners will commence prior to work beginning. The segment identified for replacement will be removed and replaced along the existing alignment of the pipe. After the known blockage has been repaired, City of Sonora Public Works staff will be onsite to CCTV inspect the remaining line to verify the remainder of the pipe is clear from obstructions. Dewberry and R.E.Y. Engineers will perform construction inspection under their existing task order for this project.

CITY COUNCIL AGENDA REPORT

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FISCAL IMPACT:

The estimated cost of the drainage system repair is $55,528. However, City staff is requesting authorization to expend up to a budgeted amount of $125,000, should additional damage be identified downstream requiring further pipe replacement. The total budget available for this project in FY2025/26, including encumbered funds carried forward from FY2024/25, is $173,000. Therefore, the project is expected to be completed within the approved budget authority.

Would you like me to also prepare a **more concise one-sentence version** (for council agendas that prefer brevity) or a **more detailed breakdown version** (which would spell out encumbered vs. new-year funding)?

ATTACHMENTS:

- Njirich and Sons Proposal

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Infrastructure and Engineering, Public Safety and Disaster Preparedness.

Njirich & Sons, INC.
19970 Kelly Dr · Sonora, CA 95370
Phone: 209-533-2268
License #:573731

September 26, 2025

PROPOSAL –09262025

TO: R.E.Y Engineers, Inc.
ATTN: Kevin Hoover
PROJECT: **Elk Drive Culvert Replacement**
SUBMITTED BY: Cory Njirich

Item	QTY	UNIT	UNIT COST	TOTAL
1. Mobilization	1	LS	$7,500.00	$7,500.00
2. Demolition	1	LS	$5,300.00	$5,300.00
3. Locate Catch Basin	1	LS	$2,500.00	$2,500.00
4. Excavate Existing line & Replace Culvert	40	LF	$380.00	$15,200.00
5. Replace Concrete	1	LS	$9,500.00	$9,500.00
6. Replace Retaining Wall	1	LS	$8,128.00	$8,128.00
7. Replace Shrubs	1	LS	$2,200.00	$2,200.00
8. Erosion Control	1	LS	$5,200.00	$5,200.00
			TOTAL: $55,528.00	

Clarification and Notes:

1. Bid Price is subject to change if any portion of the proposed work is eliminated, phased or divided.
2. Includes removal of shrubs, retaining rock wall under shrubs, board & post wall and concrete slab adjacent to Shed.
3. Replace 40ft of 12" Storm Pipe with HDPE. Connection points will be slurry sealed backfilled.
4. Assuming existing storm drain is not deeper than 4.5ft.
5. Excess material will be exported from site.
6. Backfill will be class 2 ¾" base rock.
7. Obtain Hydrant meter from TUD for Site water
8. Erosion Control includes wattle and hydroseeding disturbed area.
9. If tree is to be removed, **ADD:** $2,500.00
10. Bid based on each party being responsible for its own acts and for its share of liability. The contract's indemnification provision must include a "comparative fault" clause by which Njirich and Sons is obligated to indemnify Owner/General Contractor only to the extent of Njirich and Sons's own fault: *"…but only to the extent caused in whole or part by the negligent acts or omissions of the Subcontractor…."* (As provided in AGC/ASA/ASC Standard Form Construction Subcontract at paragraph 12.1 and AIA Document A401 at paragraph 4.6.1.)
11. **Please take special note of the 20-day expiration of this bid confirmation. Due to the extremely volatile pricing and shortages of materials, our proposal is based on the materials quoted at bid time (we can confirm the material prices when our proposal is accepted). We reserve the right to address any cost revisions associated with price increases or shortages beyond our control (energy crisis, war, major impacts to industry, economy, etc.)**

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 6, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Rebecca Neilon, Grant Writer and Funding Specialist

SUBJECT: Receive a Presentation on Three (3) Potential Grant Opportunities for the City of Sonora: an Evacuation Route Improvement Plan, the Sonora Creek Restoration and Parking Lot Removal & Replacement Plan, and the Downtown Walkability Plan, with Direction to Support Grant Writing Efforts, Including a Budget Amendment and Task Order in the Amount of $75,000.

RECOMMENDATION:

Consider Approving Consultant Staff to Apply to Three Grant Programs and Approving Dewberry's Amendment Request for the City Engineering Task Order to Accomplish this work.

- Planning Study Grant for a **City-Wide Parking and Evacuation Plan** through the Caltrans Sustainable Transportation Planning Program.
- Planning Study Grant- **Sonora Creek Restoration & Farmers Market Parking Lot Removal and Replacement Plan,** Through the CA Wildlife Conservation Board (WCB) Stream Restoration Planning Grant Programs.
- Planning and Construction Grant – **Downtown Sonora Walkability Improvements**, California Transportation Commission's Active Transportation Program (ATP).

BACKGROUND:

The City of Sonora is currently facing numerous challenges concerning transportation resilience, including congested corridors, parking shortages, and flooding issues. This staff report discusses three grant funding programs that can help advance solutions for three projects aimed at addressing these known challenges. These challenges could be addressed by improving the City's stormwater system, restoring Sonora Creek, and resolving existing problems related to the conditions of the streets along Main Street/Washington and the connecting side streets.

All three projects are included in the 2024-2034 CIP, and all are the result of previous planning opportunities, including the Hazard Mitigation Grant Program (HMPG). Eligibility for each of these funding opportunities is made possible by the planning work already completed by the City. An excellent example of the benefits of early planning work is the inclusion of many Vision Sonora

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Elements in the Caltrans State Highway Operation and Protection Program (SHOPP) project to rehabilitate pavement on Highway 49 through Sonora and Jamestown.

Because the City has the foresight to create this planning document, it can be incorporated into the Caltrans project.

DISCUSSION / ANALYSIS:

Aligning the City's infrastructure needs with available funding programs has identified three candidate opportunities outlined in Table 1 below.

Table 1: Proposed Projects and Grant Programs

Project Name	Phase to be Funded	Grant Program	Amount to be Requested	Approximate Match Request	Amount to be Requested
Sonora City-Wide Evacuation Route Improvements Plan	Planning Study	Caltrans Sustainable Transportation Planning Program	$350,000	$40,000 (*staff time can be used as an In-Kind Match*)	$350,000
Sonora Creek Restoration & Farmers Market Parking Lot Removal and Replacement Plan	Planning Study	CA Wildlife Conservation Board (WCB)	$250,000	$0	$250,000
Downtown Sonora Walkability Improvements	All Phases Start to Construction	CA Active Transportation Program	$6,000,000	$60K to $1.2M *(lower matches will make the grant less competitive)*	$6,000,000

Sonora City-Wide Evacuation Route Improvements: If successful, this grant will fund a planning study to evaluate routes through Sonora and investigate options for increased capacity. These options will

CITY COUNCIL AGENDA REPORT

CITY HALL

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

include, but are not limited to, identification of parallel routes and parking modifications. This application will be submitted through the Caltrans Sustainable Transportation funding program and will require an 11.47% funding match. This is an excellent program for local agencies to improve the resiliency of their transportation network. This application has a high probability of obtaining funding.

Sonora Creek Restoration & Farmers Market Parking Lot Removal and Replacement Plan: If successful, this grant will fund a Planning study to evaluate the feasibility of creating a retention basin on Sonora Creek below the parking lot bounded by Stewart Street, Theall Street, and Shepherd Street. This study will evaluate the feasibility and benefits of converting this parking lot into a retention basin to slow down large stormwater flows, thereby alleviating flooding issues at the confluence of the Main Drain and Sonora Creek. Additionally, this study will investigate the creation of a creek walk along Sonora Creek, which would open this space to the community and expand options for non-motorized transportation. An important component of this study will be the identification of alternative parking options and locations for the Farmers Market, which currently takes place at the existing parking lot. This program does not have match requirements; however, providing a match will improve the competitiveness of the application.

Downtown Sonora Walkability Improvements: This grant application, submitted through the State's Active Transportation Program (ATP), will request funding for all phases of a project to enhance walkability in downtown Sonora. The project area will include sidewalk improvements through the downtown core and on connecting side streets. The exact limits will be determined as an initial item of work. Additionally, components of Vision Sonora will be incorporated throughout. This program is extremely competitive; however, we have had success with it in the past and understand what needs to be included to submit a strong application.

FISCAL IMPACT:

The estimated total cost of this work is $75,000. To accommodate the $75,000 budget adjustment for FY25/26, Staff propose to reallocate funds from the approved FY25/26 budget as follows:

- Source of Funds:
  - $30,000 Main Drain Grant Funds
  - $45,000 City Sidewalk Assessments
- Use of Funds:
  - $20,000 Caltrans Sustainable Transportation Planning Program
  - $20,000 CA Wildlife Conservation Board (WCB)
  - $35,000 CA Active Transportation Program

CITY COUNCIL AGENDA REPORT

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This reallocation ensures that the City can fund these critical programs without exceeding the approved FY25/26 budget. The adjustment maintains fiscal neutrality, as the total reallocated amount of $75,000 is fully covered by the identified funding sources. No additional appropriations are required.

If the council decides to pursue these applications, the budget for each will be added to the City Engineer's contract.

ATTACHMENTS:

Task Order No. 26-6 Funding Opportunity Grant Applications

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

Dewberry

Project Funding Opportunities

City of Sonora

October 6, 2025

Planning Leads to Funding Opportunities

From the May PREPARE Report presentation:



~~Pursue BRIC Federal Funding Program.~~
Caltrans SHOPP project



Pursue Local, State, and Federal Funding programs



Identify these projects in the SS4A Action Plan



Pursue a Caltrans Sustainable Transportation Planning Grant

Three Candidate Funding Programs

Caltrans Sustainable Transportation Planning Program	• Sonora City-Wide Evacuation Route Improvements
CA Wildlife Conservation Board Grant	• Sonora Creek Restoration and Parking Lot Removal at Stewart Street and Theall Street
CA Active Transportation Grant	• Downtown Sonora Walkability Improvements


Sonora Main Drain Rehabilitation
Sonora Creek Restoration and Detention Basin
Sonora
Farmers Market Parking Garage

Sonora City-Wide Evacuation Route Improvements Plan



- CalFire mandate to improve evacuation routes
- Road widening limited due to topography and historic infrastructure.
- Investigate enhancements to parallel routes
- Investigate parking needs and solutions



Sonora Creek Restoration & River Walk

- Planning Study

- Remove the parking lot
- Identify Parking Replacement
- Identify Replacement site for Farmers Market
- Construct a retention basin
- Restore the natural creek
- Slow down storm water during large events
- Create a public space





Downtown Sonora Walkability Improvements

- Funding for all phases
- Improve sidewalks through Downtown Core
- Reduce pedestrian related collisions
- Incorporate elements from Vision Sonora





Figure 3-24. Snell/Washington Intersection

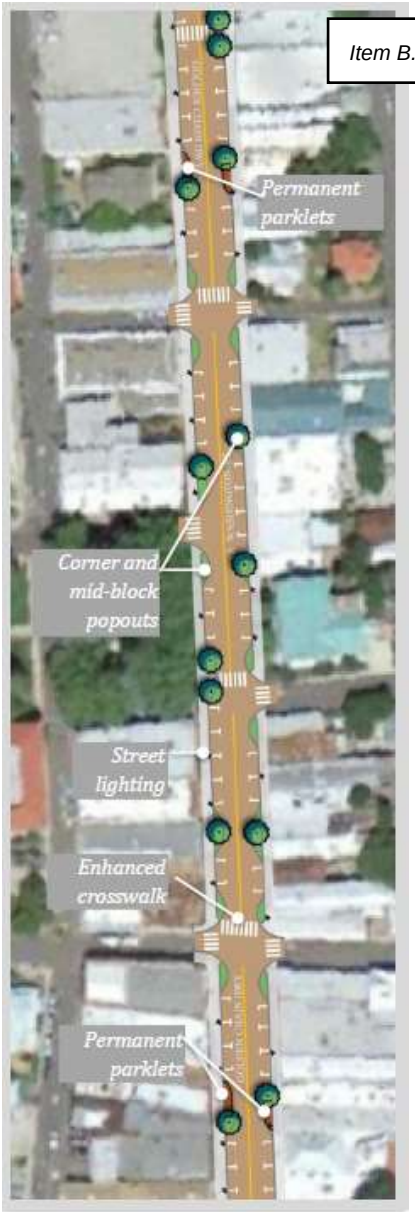


Figure 3-26. Washington Street in the Historic Downtown Core

Thank you

Questions?

Dewberry

Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670-6061

916.363.4210
www.dewberry.com

October 6, 2025

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

Subject: Task Order No. 25-06 Funding Opportunity Grant Applications

Dear Ms. Eads,

Thank you for the opportunity to submit this Task Order to prepare and submit three grant applications for an Evacuation Route Improvement Plan, the Sonora Creek Restoration and Parking Lot Removal & Replacement Plan, and the Downtown Walkability Plan

Project Understanding

Building on previous planning work, we are requesting a budget augmentation to prepare and submit grant applications to three funding programs. These three programs are:

Sonora City-Wide Evacuation Route Improvements: If successful, this grant will fund a planning study to evaluate routes through Sonora and investigate options for increased capacity. These options will include, but are not limited to, identification of parallel routes and parking modifications. This application will be submitted through the Caltrans Sustainable Transportation funding program and will require an 11.47% funding match. This is an excellent program for local agencies to improve the resiliency of their transportation network. This application has a high probability of obtaining funding.

Sonora Creek Restoration & Farmers Market Parking Lot Removal and Replacement Plan: If successful, this grant will fund a Planning study to evaluate the feasibility of creating a retention basin on Sonora Creek below the parking lot bounded by Stewart Street, Theall Street, and Shepherd Street. This study will evaluate the feasibility and benefits of converting this parking lot into a retention basin to slow down large stormwater flows, thereby alleviating flooding issues at the confluence of the Main Drain and Sonora Creek. Additionally, this study will investigate the creation of a creek walk along Sonora Creek, which would open this space to the community and expand options for non-motorized transportation. An important component of this study will be the identification of alternative parking options and locations for the Farmers Market, which currently takes place in the existing parking lot. This program does not have match requirements; however, providing a match will improve the competitiveness of the application.

Downtown Sonora Walkability Improvements: This grant application, submitted through the State's Active Transportation Program (ATP), will request funding for all phases of a project to enhance walkability in downtown Sonora. The project area will include sidewalk improvements through the downtown core and on connecting side streets. The exact limits will be determined as an initial item of work. Additionally, components of Vision Sonora will be incorporated throughout. This program is extremely competitive; however, we have had success with it in the past and understand what needs to be included to submit a strong application.

Scope of Work

The following scope will provide the pre-design work needed to start the replacement wall design effort:

Task 1 – Caltrans Sustainable Transportation Grant Application for the Sonora City-Wide Evacuation Route Improvements:

- Dewberry will perform services for this task.
- Prepare and submit a grant application to the California Department of Transportation (Caltrans).

Task 2 – State of CA Conservation Board (WCB) application for the Sonora Creek Restoration & Farmers Market Parking Lot Removal and Replacement Plan:

- Dewberry will perform services for this task.
- Perform and submit a grant application to the WCB.

Task 3 – CA Active Transportation Program application for the Downtown Sonora Walkability Improvements plan:

- Dewberry will perform services for this task.
- Prepare and submit a grant application to the California Department of Transportation (Caltrans).
- Coordinate the concept design with the Caltrans SHOPP team, currently designing the pavement rehabilitation project through downtown Sonora.

Fee:

Not to Exceed:

Task 1 – Caltrans Application:	**$ 20,000**
Task 2 – WCB Application:	**$ 20,000**
Task 3 – ATP Application:	**$ 35,000**
Total:	**$75,000**

Sincerely,

Mike Pugh, PE
Contract Manager
Associate Vice President

Approved by:

Melissa Eads
City Administrator
City of Sonora