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, March 17, 2025
5:00 PM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on March 17, 2025, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

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

Public Access Audio and Video Live Streaming

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

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

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

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

Mayor Ann Segerstrom

Vice Mayor Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Melissa Eads

City Attorney Douglas White

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

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CLOSED SESSION - 4:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

4. **ADJOURN INTO CLOSED SESSION**

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

   B. Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation pursuant to Gov. Code, § 54956.9(d)(4): Three (3) potential matters; Douglas White, City Attorney, Melissa Eads, City Administrator.

5. **RECONVENE INTO OPEN SESSION**

   OPEN SESSION - 5:00 PM

6. **REPORT OUT OF CLOSED SESSION**

7. **PLEDGE OF ALLEGIANCE**

8. **ROLL CALL**

9. **CITY CLERK'S REPORT ON AGENDA POSTING**

10. **APPROVAL OF THE AGENDA**

11. **PUBLIC COMMENT** (NON-AGENDA ITEMS)

    The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the City. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to a three (3) minute presentation.

12. **PRESENTATIONS**

    A. Introduction and Swearing-In of Fire Engineer Eric Schlarb; Aimee New, Fire Chief.

B. Receive a Presentation of the Sonora Fire Department Employee of the Year Award 2024; Aimee New, Fire Chief.

C. Receive the City of Sonora Police Department Annual Statistic Summary Report for 2024; Turu VanderWiel, Police Chief.

13. CONSENT CALENDAR

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

A. Consider Approval of the City of Sonora Meeting Minutes from March 3, 2025; Stacy Enos-Del Razo, Deputy City Clerk.

B. Consider Approval of Disbursements in the Amount of $225,161.32 and $192,249.70 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay; Tracy Skelly, Administrative Services Officer/City Clerk.

C. Consider Acceptance of an Informational Report for February 2025 Accounts Payable Payment Register and Void Report; Chris Gorsky, Administrative Services Director.

D. Consider Approval of Resolution No. 03-17-2025-A, Authorizing the Closure of State Route 49 (Washington Street) and Certain City Streets for the 2025 Mother Lode Round-Up Parade; Turu VanderWiel, Police Chief

E. Consider Approval of Resolution No. 03-17-2025-B, Authorizing Opened Alcoholic Beverage Containers and Public Consumption of Alcoholic Beverages within Designated Areas of the Special Event. These Areas are Marked by Street Closures on SR 49 (Washington Street) and Other Identified City Streets for the 2025 Mother Lode Round-Up Parade; Turu VanderWiel, Police Chief.

F. Consider Approval of Resolution No. 03-17-2025-C, Approving a Use Agreement Between the Sonora Police Department and the Department of California Highway Patrol for Use of the Sonora Police Department Weapons Firing Range and Authorizing the City Administrator, or Designee, to Sign, Submit, and Execute Related Documents; Turu VanderWiel, Police Chief.

G. Waive the Second Reading and Adopt Ordinance No. 903, an Ordinance of the Sonora City Council amending Section 3.16.020, Rate, of Chapter 3.16, Sales and Use Tax, of Title 3, Revenue and Finance, of the Sonora Municipal Code; Douglas White, City Attorney.

H. Consider Placement of a Proclamation Recognizing March 7–14, 2025, as California Arbor Week in the City of Sonora on the April 7, 2025, Council Meeting Agenda; Ann Segerstrom, City of Sonora Mayor.

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

14. NEW BUSINESS

A. Consider Approval of Resolution No. 03-17-2025-D and Resolution No. 03-17-2025-E Approving the Memorandum of Understanding (MOU) and Salary Schedules with the Sonora Police Officers' Association (SPOA), the Sonora Management Employees' Association (SMEA), and the Sonora Confidential Employees' Association (SCEA) and Authorize the City Administrator to Finalize the Memorandums of Understandings; Chris Gorsky, Administrative Services Director.

B. Consider Approval of Resolution No. 03-17-2025-F, Updating the Job Descriptions and Education Requirements for the Administrative Services Officer/City Clerk, Community Development Director, Police Chief, Police Lieutenant, and Fire Chief; Chris Gorsky, Administrative Services Director.

C. Consider Acceptance of the Fiscal Year 24/25 Mid-Year Budget Update with Recommended Adjustments, as Presented on Page 22 of the Report; Chris Gorsky, Administrative Services Director.

15. MONTHLY REPORTS

A. Receive the City of Sonora Community Development Monthly Report for February 2025; Tyler Summersett, Community Development Director.

B. Receive the City of Sonora Fire Department Monthly Report for February 2025; Aimee New, Fire Chief.

C. Receive the City of Sonora Police Department Monthly Report for February 2025; Turu VanderWiel, Police Chief.

D. Receive the City of Sonora Public Works Department Monthly Report for February 2025; Michael Lagomarsino, Public Works Supervisor.

16. COUNCIL MEMBER REPORTS

17. ADJOURNMENT

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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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Aimee, New, Fire Chief

SUBJECT: Introduction and Swearing-In of Fire Engineer Eric Schlarb.

RECOMMENDATION:

Introduction and Swearing-In of Fire Engineer Eric Schlarb.

BACKGROUND:

The City of Sonora advertised and tested for the classification of Fire Engineer, to fill an open position from a recent promotion. Eric Schlarb successfully completed all related testing and requirements for this position, including an extensive driving course, interview panel and fire pump testing before being appointed to the position.

DISCUSSION / ANALYSIS:

Eric was Born in the Bay Area. His Family moved to Arnold CA when he was in grade school. During High School Eric joined the Ebbetts Pass Fire District as a fire cadet. There he discovered a love for the fire service and knew he was going to make it his career.

After graduation, Eric became a Firefighter I for CDF and attended Columbia College where he received his EMT certification and pursued his degree in Fire Technology. Eric worked for two seasons with CDF and attended Columbia College during the off seasons.

In 2004, Eric was hired by the Ebbetts Pass Fire District as a full-time Firefighter. During that time with EPFD, Eric completed his Degree in Fire Technology. Eric was in charge of the district's power equipment program, repairing equipment such as chainsaws. He also oversaw the yearly power equipment budget. Eric worked part time for Masarie Construction working residential construction on his days off, he also brings trade experience to our department.

In 2014, Eric was hired with Riverside County Fire Department (Cal Fire) and was assigned as a Firefighter II at Station 37 in Desert Hot Springs. He assisted with the training burn cadre during live burn training. Eric took an Engineers promotion in 2020 in the Tuolumne Calaveras Ranger Unit in order to return to his home area. While working in TCU, Eric was certified as a C Faller and assisted the Tuolumne/Calaveras Ranger Unit with chainsaw operation and tree falling training.

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

Eric says he was happy to earn a position with the City of Sonora. He is excited to work for a smaller, more family and community-oriented Fire Department, where everyone knows one another and treats each other like family. In his free time, Eric enjoys going camping with his wife, fly fishing and hunting.

FISCAL IMPACT:

No Fiscal Impact to the General Fund as this Position was Previously Funded.

CORE COUNCIL PRIORITIES:

Public Safety and Disaster Preparedness, Staffing - Salary, Benefits, Training, and Retention

CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Fire Department Employee of the Year Award 2024

RECOMMENDATION

Receive a Presentation of the Sonora Fire Department Employee of the Year Award 2024.

DISCUSSION

Each year the City of Sonora recognizes outstanding employees across all Departments. This is the time when we are given the opportunity to recognize and thank those, we believe deserving of special recognition. All employees in the following categories are eligible (Volunteer, Intern, Part-time, and Career) for nomination as Employee of the Year. The Employee of the year award began in 1994, and is unique in the City, in that our recognition program is entirely peer driven. Recognition that comes from peers acknowledging each other for outstanding service is especially rewarding.

For the 2024 Employee of the Year, the Sonora Fire Department would like to recognize Lisa Hoffmann. In 2017, Lisa was hired as our part time office assistant. Lisa has an extensive background in the 911 arena and has brought her expertise to the City's Fire Department. She has been instrumental in organizing and moving the department into the future. Her past training shines through with her ability to handle any situation that may arise, emergent or not. Recognized by her peers, here are some of the comments received:

- She has brought good insight to the department and new ways of achieving our goals.
- For her dedicated years of professional service.
- Lisa is dedicated to keeping the department functioning with our limited staff and limited budget. She has a work ethic that is second to none and has great communication and customer service. Lisa is overqualified to be an assistant, and I am so grateful to have her knowledge, skills, and experience to lean on for all types of incident and situations. She will be greatly missed when she leaves the department.
- Her skills and knowledge help to make our department better and more efficient.
- Lisa is always willing to help.
- Lisa has improved the workplace atmosphere and has helped to raise morale.

Lisa continues to be a contributing member of this department, and we congratulate her on his achievements.

FISCAL IMPACT

No Fiscal Impact to the General Fund.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Sonora Police Department Annual Summary Report

RECOMMENDATION:

Receive the City of Sonora Police Department Annual Statistic Summary Report for 2024.

BACKGROUND:

Each month, the Sonora Police Department reports on general police activity for the previous month. The Chief of Police believes an annual summary of policing activities can provide a valuable source of reference and well.

DISCUSSION / ANALYSIS:

The Sonora Police Department staff maintained a commendable level of safety and security for the City, despite experiencing critical staffing levels and changes in line-level supervision. The following statistical information is a summary of some of the work performed.

STATISTIC SUMMARY

TOTAL INCIDENTS:	13,533
TOTAL CALLS FOR SERVICE:	9,159
FELONY ARRESTS:	113
MISDEMEANOR ARRESTS:	390
CASE REPORTS:	1,346
MOVING CITATIONS:	212
PARKING CITATIONS:	258
ANIMAL CONTROL CALLS:	356

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

BUSINESS LINE CALLS:	31,016	
911 CENTER CALLS:	9,702	

CRIMES INVESTIGATED

LARCENIES:	280	Includes General Thefts, Fraud and Shoplifting
BURGLARIES:	5	
ROBBERIES:	5	
AUTO THEFTS:	2	
AGGRIVATED ASSAULTS:	35	Includes (8) GBI, (10) ADW, and (17) Other
RAPES:	7	
TRAFFIC COLLISIONS:	301	
IMPAIRED DRIVING:	27	Includes Alcohol and Drug Impairment

OTHER ACTIVITY

CANINE DEPLOYMENTS:	23	Includes (1) Apprehension, (6) Meth Seizures, (4) Fentanyl Seizures, and (2) Heroin Seizures
ASSIST OTHER AGENCIES:	612	TCSO, CHP, Parole, Probation, Ambulance, Fire
HOMELESS INCIDENTS:	1,468	
NARCAN DEPLOYMENTS:	7	

HOMELESS OUTREACH SUPPORT TEAM PROGRAM

ENCOUNTERS:	161	Includes Numerous Referrals to BH Services, Rehab/Recovery, Relocation, Calfresh, MediCal, Various Medical Services.
HMIS ENTRIES:	71	
HOUSED/SHELTERED:	41	

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:

There is no Fiscal Impact on the General Fund.

CORE COUNCIL PRIORITIES:

Public Safety and Disaster Preparedness, Homelessness Issues, Training, and Retention

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Stacy Enos-Del Razo, Deputy City Clerk

SUBJECT: Meeting Minutes from March 3, 2025

RECOMMENDATION:

Consider Approval of the City of Sonora Meeting Minutes from March 3, 2025.

DISCUSSION / ANALYSIS:

Staff Recommends that the City Council Approve Meeting Minutes from March 3, 2025.

FISCAL IMPACT:

No Fiscal Impact on the General Fund.

ATTACHMENTS:

Meeting Minutes from March 3, 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, March 03, 2025
5:00 PM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on March 3, 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

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

CLOSED SESSION - 4:30 PM

CALL TO ORDER

Called to order at 4:30 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

Adjourned at 4:32 PM.

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

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:00 PM.

REPORT OUT OF CLOSED SESSION

Mayor Ann Segerstrom stated direction was given to staff.

PLEDGE OF ALLEGIANCE

Councilmember Bess Levine led the Pledge of Allegiance.

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

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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, February 28, 2025 at 1:38 PM.

APPROVAL OF THE AGENDA

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

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.

Iris-Siri of Shambhala shared her concerns with the Council and passed out packets.

Several members of the public addressed the Council.

A member of the public informed those in attendance March 4th is National Safety Day; and thanked Sonora Police Officers, Fire Department and Sherriff's Department.

Councilmember Mark Plummer made a statement.

Councilmember Stephen Opie made a statement.

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

PRESENTATIONS

2. Introduction and Swearing-in of Police Dispatcher-Records Specialist Zachary Argenal; Turu VanerWiel, Police Chief. (10 Minutes)

3. Introduction and Swearing-in of Police Officer Victor Garcia; Turu VanderWiel, Police Chief. (10 Minutes)

4. Receive and Update from the President of the Sonora Chamber of Commerce Katie Dunn. (10 Minutes)

   Katie Dunn President Sonora Chamber of Commerce shared the Sonora Chamber's Mission Statement; the dates for El Campo de Sonora, the Sidewalk Sale, Trick or Treat Street, Christmas Town Sonora and the Christmas Parade; and gave an update on the Opera Hall.

5. Receive a Presentation and Possible Direction on the Vanir Police Facility Needs Assessment Report Presented by Senior Project Director Rob Nash; Turu VanderWiel, Police Chief. (20 Minutes)

   Turu VanderWiel Police Chief gave a brief summary and introduced Rob Nash from Vanir. Rob Nash reviewed the report with the Council.

   The Council discussed the report.

   No public comment.

6. Receive an Update from Tuolumne County District 1 Supervisor Mike Holland; Melissa Eads, City Administrator. (15 Minutes)

   Mike Holland Tuolumne County District 1 Supervisor updated the Council on recent activities in the County; and answered questions.

CONSENT CALENDAR

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

7. Consider Approval of the City Council Meeting Minutes from February 18, 2025; Stacy Enos-Del Razo, Deputy City Clerk.

8. Consider Approval of the Special Event Request as Submitted by the Sonora Chamber of Commerce to Host its Summer Concert Series at Cofill Park for 2025; Tyler Summersett, Community Development Director.

9. Consider Amending the City of Sonora's Farmer's Market Fees as set forth in Exhibit "A" Effective Immediately; Chris Gorsky, Administrative Services Director.

   Vice Mayor Andy Merrill and Mayor Ann Segerstrom made comments about the fee increase.

10. Consider Ratifying an Application Submitted to the California Office of Traffic Safety (OTS) and Direct the Chief of Police to Return to City Council with the Application Results and to Accept the Award; Turu VanderWiel, Police Chief.

    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

PUBLIC HEARINGS

11. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 903, an Ordinance of the Sonora City Council Amending Section 3.16.020, Rate, of Chapter 3.16, Sales and Use Tax, of Title 3, Revenue and Finance, of the Sonora Municipal Code; Douglas White, City Attorney.

    Doug White City Attorney explained the Ordinance and discussed with the Councilmembers.

    No public comment.

    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

12. Receive Communications to the Tuolumne County Board of Supervisors Adopting a Resolution Condemning Hate Crimes and Violence in Tuolumne County; Ann Segerstrom, Mayor City of Sonora.

COUNCIL MEMBER REPORTS

Councilmember Stephen Opie took a fire class and is Certified to go out on fires; and enjoyed spending time in Monterey.

Councilmember Bess Levine attended Visit Tuolumne County Marketing meeting; and helped pick up trash in the creek.

Vice Mayor Andy Merrill attended the Columbia College Jazz Festival; and made a statement.

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

Councilmember Mark Plummer attended the TCTC meeting (Tuolumne County Transportation Council); Access Tuolumne; Braver Angels/Building Bridges event; and the Tuolumne County Public Health event.

Mayor Ann Segerstrom congratulated the Sonora Polar Plunge; attended the Central Sierra Economic Development meeting; there will be a biomass informational meeting at Mother Lode Job Training on March 24th; wrote a letter and sent a book about Historic Sonora to the Mayor of Kirishima our sister City; visited the new Masonic Hall; and daylight savings is this weekend.

Councilmember Stephen Opie made additional comments.

ADJOURNMENT

Adjourned at 6:46 PM.

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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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the Amount of $225,161.32 and $192,249.70 for Payroll

RECOMMENDATION:

Consider Approval of Disbursements in the Amount of $225,161.32 and $192,249.70 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay.

DISCUSSION / ANALYSIS:

These payrolls were the second (2nd) and first (1st) payrolls of the month. The first payroll of the month was higher due to hiring bonus and uniform allowance.

This was the 17th and 18th payrolls of 26 for FY24-25, we would have expected to expend 69.23% of the budgeted amount. In total, we have expended 61.64% of the Salaries and Wages for the FY24-25 budget.

FISCAL IMPACT:

Disbursements are part of the approved FY24-25 Budget.

CORE COUNCIL PRIORITIES:

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administrative Services Director

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

RECOMMENDATION:

Consider Acceptance of an Informational Report for February 2025 Accounts Payable Payment Register and Void Report.

BACKGROUND:

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

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

DISCUSSION / ANALYSIS:

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

FISCAL IMPACT:

No fiscal impact will result from this informational report on the February 2025 Accounts Payable Payment Register and Void report. Expenditures are tracking according to budget authority.

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS:

- Accounts Payable Warrants Report

CORE COUNCIL PRIORITIES:

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

City of Sonora

Check/Voucher Register - Check List - Council

From 2/1/2025 Through 2/28/2025

Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202314	2/6/2025	System Generated Check/Voucher	200001	Access Tuolumne (Cable 8)	567.00	Check	No
202315	2/6/2025	System Generated Check/Voucher	200005	Amazon Business	835.77	Check	No
202316	2/6/2025	System Generated Check/Voucher	200015	Silke Communications	276.40	Check	No
202317	2/6/2025	System Generated Check/Voucher	200028	General Plumbing Supply	698.47	Check	No
202318	2/6/2025	System Generated Check/Voucher	200033	ODP Business Solutions, LLC	131.34	Check	No
202319	2/6/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	46.21	Check	No
202320	2/6/2025	System Generated Check/Voucher	200039	Safe-T-Lite of Modesto, Inc.	852.85	Check	No
202321	2/6/2025	System Generated Check/Voucher	200046	TK Elevator	137.16	Check	No
202322	2/6/2025	System Generated Check/Voucher	200048	The Union Democrat	166.50	Check	No
202323	2/6/2025	System Generated Check/Voucher	200055	Keenan Associates	82,060.38	Check	No
202324	2/6/2025	System Generated Check/Voucher	200058	Unum Life Insurance Company of ...	2,741.07	Check	No
202325	2/6/2025	System Generated Check/Voucher	200060	Combined Benefits Administrators	1,760.70	Check	No
202326	2/6/2025	System Generated Check/Voucher	200072	United Site Services	97.93	Check	No
202327	2/6/2025	System Generated Check/Voucher	200074	Vision Service Plan (CA)	814.40	Check	No
202328	2/6/2025	System Generated Check/Voucher	200096	General Supply Company	282.97	Check	No
202329	2/6/2025	System Generated Check/Voucher	200207	Sonora Police Officers Association	871.94	Check	No
202330	2/6/2025	System Generated Check/Voucher	200209	VALIC	25.00	Check	No
202331	2/6/2025	System Generated Check/Voucher	200210	Operating Engineers #3	292.50	Check	No
202332	2/6/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	396.85	Check	No
202333	2/6/2025	System Generated Check/Voucher	200280	Jocelyn E. Roland, Ph.D., ABPP	150.00	Check	No
202334	2/6/2025	System Generated Check/Voucher	200308	Tuolumne County Community Dev...	779.00	Check	No
202335	2/6/2025	System Generated Check/Voucher	200505	Valley Strong Credit Union	1,706.00	Check	No
202336	2/6/2025	System Generated Check/Voucher	200560	Brishan Inc.	1,245.59	Check	No
202337	2/6/2025	System Generated Check/Voucher	200598	Top Dog Police K9 Training & Con...	250.00	Check	No
202338	2/6/2025	System Generated Check/Voucher	200670	Visibly Clean Window Cleaning	572.00	Check	No
202339	2/6/2025	System Generated Check/Voucher	200694	Douglas Lorimer	510.42	Check	No
202340	2/13/2025	System Generated Check/Voucher	200005	Amazon Business	1,871.13	Check	No
202341	2/13/2025	System Generated Check/Voucher	200011	AT&T Calnet 3	934.89	Check	No
202342	2/13/2025	System Generated Check/Voucher	200013	JS West Propane Gas	606.04	Check	No
202343	2/13/2025	System Generated Check/Voucher	200015	Silke Communications	38.07	Check	No
202344	2/13/2025	System Generated Check/Voucher	200016	Tuolumne County Public Power A...	4,185.98	Check	No
202345	2/13/2025	System Generated Check/Voucher	200018	U.S. Bank Corporate Payment Sy...	4,060.82	Check	No
202346	2/13/2025	System Generated Check/Voucher	200024	Comcast Business	163.42	Check	No
202347	2/13/2025	System Generated Check/Voucher	200032	Mountain Oasis Water	16.75	Check	No
202348	2/13/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	1,279.89	Check	No
202349	2/13/2025	System Generated Check/Voucher	200036	O'Reilly Auto Parts	58.80	Check	No
202350	2/13/2025	System Generated Check/Voucher	200038	Safeguard Pest Control	405.00	Check	No
202351	2/13/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	31.02	Check	No
202352	2/13/2025	System Generated Check/Voucher	200047	Tuolumne Utilities District	169.38	Check	No
202353	2/13/2025	System Generated Check/Voucher	200048	The Union Democrat	504.00	Check	No

City of Sonora

Check/Voucher Register - Check List - Council

From 2/1/2025 Through 2/28/2025

Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202354	2/13/2025	System Generated Check/Voucher	200080	JTM Cleaning Co.	800.00	Check	No
202355	2/13/2025	System Generated Check/Voucher	200117	Verizon Wireless	38.01	Check	No
202356	2/13/2025	System Generated Check/Voucher	200231	Visit Tuolumne County	21,834.24	Check	No
202357	2/13/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	729.84	Check	No
202358	2/13/2025	System Generated Check/Voucher	200308	Tuolumne County Community Dev...	855.00	Check	No
202359	2/13/2025	System Generated Check/Voucher	200347	Thomson Reuters-West	276.99	Check	No
202360	2/13/2025	System Generated Check/Voucher	200402	Viking Shred	119.98	Check	No
202361	2/13/2025	System Generated Check/Voucher	200438	Shrader Investigations	1,600.00	Check	No
202362	2/13/2025	System Generated Check/Voucher	200464	Elite Uniforms	176.15	Check	No
202363	2/13/2025	System Generated Check/Voucher	200487	Standard Insurance Company	145.00	Check	No
202364	2/13/2025	System Generated Check/Voucher	200610	Ann Segerstrom	1,145.07	Check	No
202365	2/13/2025	System Generated Check/Voucher	200657	Western Extrication Specialists, Inc.	50,096.91	Check	No
202366	2/13/2025	System Generated Check/Voucher	200685	Trace Analytics, LLC	95.00	Check	No
202367	2/13/2025	System Generated Check/Voucher	Emp2075	Rodolfo Figueroa	140.00	Check	No
202368	2/21/2025	Employee: AND01; Pay Date: 2/21/2025	AND01	Hunter J. Andersen	0.00	Check	Yes
202369	2/21/2025	Employee: AND01; Pay Date: 2/21/2025	AND01	Hunter J. Andersen	2,142.60	Check	No
202370	2/20/2025	System Generated Check/Voucher	200005	Amazon Business	1,433.79	Check	No
202371	2/20/2025	System Generated Check/Voucher	200010	American Tower	1,505.92	Check	No
202372	2/20/2025	System Generated Check/Voucher	200013	JS West Propane Gas	179.50	Check	No
202373	2/20/2025	System Generated Check/Voucher	200020	AT&T Mobility (FirstNet)	1,826.31	Check	No
202374	2/20/2025	System Generated Check/Voucher	200020	AT&T Mobility (FirstNet)	90.16	Check	No
202375	2/20/2025	System Generated Check/Voucher	200024	Comcast Business	352.51	Check	No
202376	2/20/2025	System Generated Check/Voucher	200024	Comcast Business	162.14	Check	No
202377	2/20/2025	System Generated Check/Voucher	200024	Comcast Business	784.13	Check	No
202378	2/20/2025	System Generated Check/Voucher	200026	Department of Justice	49.00	Check	No
202379	2/20/2025	System Generated Check/Voucher	200032	Mountain Oasis Water	24.25	Check	No
202380	2/20/2025	System Generated Check/Voucher	200033	ODP Business Solutions, LLC	262.44	Check	No
202381	2/20/2025	System Generated Check/Voucher	200035	Pacific Gas and Electric	6,169.32	Check	No
202382	2/20/2025	System Generated Check/Voucher	200036	O'Reilly Auto Parts	18.48	Check	No
202383	2/20/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	90.02	Check	No
202384	2/20/2025	System Generated Check/Voucher	200059	Cal.Net Motherlode	54.01	Check	No
202385	2/20/2025	System Generated Check/Voucher	200060	Combined Benefits Administrators	1,204.10	Check	No
202386	2/20/2025	System Generated Check/Voucher	200063	Kellie's Cleaning Service	490.00	Check	No
202387	2/20/2025	System Generated Check/Voucher	200066	Muni Sevices / Avenu	13,371.42	Check	No
202388	2/20/2025	System Generated Check/Voucher	200067	Sentry Alarm Systems	126.00	Check	No
202389	2/20/2025	System Generated Check/Voucher	200069	Signal Service	345.00	Check	No
202390	2/20/2025	System Generated Check/Voucher	200207	Sonora Police Officers Association	815.36	Check	No
202391	2/20/2025	System Generated Check/Voucher	200209	VALIC	0.00	Check	Yes
202392	2/20/2025	System Generated Check/Voucher	200209	VALIC	25.00	Check	No
202393	2/20/2025	System Generated Check/Voucher	200210	Operating Engineers #3	292.50	Check	No

City of Sonora

Check/Voucher Register - Check List - Council

From 2/1/2025 Through 2/28/2025

Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202394	2/20/2025	System Generated Check/Voucher	200240	DFH & Associates Electrical Engin...	0.00	Check	Yes
202395	2/20/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	2,178.22	Check	No
202396	2/20/2025	System Generated Check/Voucher	200303	Pat Perry	285.28	Check	No
202397	2/20/2025	System Generated Check/Voucher	200398	Stephen Opie	1,226.29	Check	No
202398	2/20/2025	System Generated Check/Voucher	200413	CSG Consultants	1,492.00	Check	No
202399	2/20/2025	System Generated Check/Voucher	200505	Valley Strong Credit Union	1,706.00	Check	No
202400	2/20/2025	System Generated Check/Voucher	200531	California State Disbursement Unit	270.46	Check	No
202401	2/20/2025	System Generated Check/Voucher	200616	Granite Peak Alarms LLC	480.00	Check	No
202402	2/20/2025	System Generated Check/Voucher	200724	Core Psychological Corporation	500.00	Check	No
202403	2/20/2025	System Generated Check/Voucher	Emp2076	Zachary Johnson	575.00	Check	No
202404	2/20/2025	System Generated Check/Voucher	200207	Sonora Police Officers Association	174.35	Check	No
202405	2/27/2025	System Generated Check/Voucher	200005	Amazon Business	43.44	Check	No
202406	2/27/2025	System Generated Check/Voucher	200013	JS West Propane Gas	2,788.13	Check	No
202407	2/27/2025	System Generated Check/Voucher	200024	Comcast Business	201.61	Check	No
202408	2/27/2025	System Generated Check/Voucher	200024	Comcast Business	186.32	Check	No
202409	2/27/2025	System Generated Check/Voucher	200026	Department of Justice	450.00	Check	No
202410	2/27/2025	System Generated Check/Voucher	200032	Mountain Oasis Water	79.80	Check	No
202411	2/27/2025	System Generated Check/Voucher	200038	Safeguard Pest Control	408.00	Check	No
202412	2/27/2025	System Generated Check/Voucher	200043	Sonora Lumber Company	190.44	Check	No
202413		VOID - Tuolumne Utilities Dist - Overflow			0.00		Yes
202414	2/27/2025	System Generated Check/Voucher	200047	Tuolumne Utilities District	5,080.82	Check	No
202415	2/27/2025	System Generated Check/Voucher	200088	Waypoint Network Solutions LLC	292.50	Check	No
202416	2/27/2025	System Generated Check/Voucher	200107	Level One Web Design, Inc.	359.00	Check	No
202417	2/27/2025	System Generated Check/Voucher	200263	Hunt & Sons LLC	2,763.67	Check	No
202418	2/27/2025	System Generated Check/Voucher	200413	CSG Consultants	2,380.00	Check	No
202419	2/27/2025	System Generated Check/Voucher	200487	Standard Insurance Company	174.00	Check	No
202420	2/27/2025	System Generated Check/Voucher	200724	Core Psychological Corporation	500.00	Check	No
ACH120	2/13/2025	System Generated Check/Voucher	200608	Enterprise FM Trust	21,694.80	Voucher	No
ACH121	2/27/2025	System Generated Check/Voucher	200003	Abila	1,479.85	Voucher	No
ACH122	2/27/2025	System Generated Check/Voucher	200301	RingCentral	580.84	Voucher	No
Report Total					271,000.61		

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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Resolution 03-17-2025-A to Establish Road Closures for the 2025 Mother Lode Round-Up Parade.

RECOMMENDATION:

Consider Approval of Resolution Number 03-17-2025-A, Authorizing the Closure of State Route 49 (Washington Street) and Certain City Streets for the 2025 Mother Lode Round-Up Parade.

DISCUSSION / ANALYSIS:

Each year the City of Sonora hosts the Tuolumne County Sheriff's Posse's Mother Lode Round-Up Parade on the Saturday proceeding Mother's Day. The parade will be held this year on Saturday, May 10, 2025. It is scheduled to begin at 10:00 A.M. and conclude at approximately 1:00 P.M. The Rodeo will be held Saturday, May 10, and Sunday, May 11, 2025.

Once again, no parking will not be allowed on the side streets between Washington and Green Street and Washington and Stewart Street. This gives participants a secure area to view the parade, plus allows a safer, more controlled area for pedestrians to travel in, following the parade's conclusion. In addition, traffic will be held for approximately fifteen minutes following the parade, allowing spectators sufficient time to clear the streets.

Due to the size and duration of the parade, a Resolution is required from the City Council authorizing the temporary closure of State Route 49 (Washington Street) and specific City streets, as well as the temporary elimination of parking on State Route 49 (Washington Street and Stockton Road), along with specified City streets for the event.

FISCAL IMPACT:

There will be overtime and associated fuel costs, which existing departmental budgets will absorb.

ATTACHMENTS:

- Resolution 3-17-2025-A

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

CORE COUNCIL PRIORITIES:

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

RESOLUTION 03-17-2025-A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING THE TEMPORARY PARKING RESTRICTIONS ON, AND THE CLOSURE OF, STATE ROUTE 49 (WASHINGTON STREET & STOCKTON STREET) IN CONJUNCTION WITH CERTAIN CITY STREETS TO ACCOMMODATE THE MOTHER LODE ROUND-UP PARADE, SATURDAY, MAY 10, 2025, AND OTHER PARKING RESTRICTIONS TO ACCOMMODATE THE RODEO TO BE HELD ON SATURDAY MAY 10, 2025, AND SUNDAY MAY 11, 2025.

WHEREAS, each year the City of Sonora hosts the Tuolumne County Sheriff's Posse Mother Lode Roundup; and

WHEREAS, The Sonora Police Department is responsible for the safety and security of event participants and spectators; and

WHEREAS, parking restrictions and street closures are necessary for such an event.

NOW THEREFORE LET IT BE IT RESOLVED, that the City Council of Sonora does hereby direct that the following streets be closed on Saturday, May 10,2025, commencing at 9:30 am and shall remain closed until 1:00 pm unless opened earlier upon the authority of the Sonora Police Department.

1. State Route 49 (Washington Street) from Snell and Elkin Streets to State Route 49 (Stockton Street).
2. South Washington Street from State Route 49 (Stockton Street) to State Route 108.
3. State Route 49 (Stockton Street) from S. Green Street to S. Washington Street.
4. State Route 49 (Stockton Street) westbound traffic left turn lane (eastbound) to State Route 108.

BE IT FURTHER RESOLVED, that the following streets will be closed and no parking will be allowed on Saturday, May 10, 2025, commencing at 8:00 am and shall remain closed until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

1. Snell Street from State Route 49 (Washington Street) to Bonanza Way.
5. School Street from State Route 49 (Washington Street) to Snell Street.
6. Wyckoff Street between Snell Street and Washington Street.
7. The following streets between State Route 49 (Washington Street) and Stewart Street;

    A) Elkin Street

    B) East Dodge Street

    C) East Jackson Street

D) East Bradford Ave.

E) East Linoberg Street

F) Theall Street

G) East Church Street

H) Gold Street

I) William Street

J) East Lytton Street

8. The following streets between State Route 49 (Washington Street) and Green Street;

    A) West Dodge Street

    B) Yaney Ave.

    C) West Jackson Street

    D) West Bradford Street

    E) West Linoberg Street

9. West Church Street between S. Washington Street and Green Street
10. June Street at S. Washington Street
11. Toby Street between S. Washington Street and McGowan Street
12. West Lytton and Bulwer Streets between Washington Street and Olive Street
13. Washington Street

BE IT FURTHER RESOLVED, that the following streets will be closed and no parking will be allowed on Saturday, May 10, 2025, commencing at 7:30 am and shall remain closed until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

1. South Washington Street at SR 108
2. Restano Way

BE IT FURTHER RESOLVED, that "NO PARKING" zones will be established on the following streets on Saturday, May 10, 2025, commencing at 5:00 am and shall remain "NO PARKING" zones until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

1. East and west sides of State Route 49 (Washington Street) from Elkin Street to Stockton Street.
2. East and west sides of Washington Street from SR 49 (Stockton Street) to Toby Street.

3. East and west side of Washington Street between Lytton Street and Calaveras Street.
4. North and South sides of State Route 49 (Stockton Street), between S. Washington Street and 70 Stockton Street.
5. Stewart Street between Elkin Street and East Dodge Street.
6. North side of Lyons Street between Stewart Street and Shepherd Street.
7. South side of Lyons Street between Shepherd Street and Barretta Street.
8. Snell Street from State Route 49 (Washington Street) to Bonanza Road.
9. School Street from State Route 49 (Washington Street) to Snell Street.
10. Wyckoff Street between Snell Street and State Route 49 (Washington Street.)
11. The following streets between State Route 49 (Washington Street) and Stewart Street;
    A) Elkin Street
    B) East Dodge Street
    C) East Jackson Street
    D) East Bradford Street
    E) Theall Street
    F) East Church Street
    G) Gold Street
    H) William Street
    I) East Lytton Street
12. The following streets between State Route 49 (Washington Street) and Green Street;
    A) West Dodge Street
    B) Yaney Ave.
    C) West Jackson Street
    D) West Bradford Street
    E) Linoberg Street
13. West Church Street between S. Washington Street and June Street.
14. June Street between S. Washington Street and West Church Street.
15. Toby Street between S. Washington Street and McGowan Street.

16. West Lytton and Bulwer Streets between Washington Street and Olive Street.

17. Parking will be allowed for the "Official" Parade announcing trailers and designated support vehicles for those trailers which have been identified to the Police Department by the Posse.

18. The following parking lots;

    A) The Sonora Fire Museum lot, located at 125 N. Washington Street.

    B) The Sonora City Terzich Parking Structure, 1st level, located at 96 N. Washington Street.

BE IT FURTHER RESOLVED that "NO PARKING" zones will be established on the following streets commencing on Saturday, May 10, 2025, at 5:00 am, until Sunday, May 11, 2025, at 5:00 pm:

1. The south/east corner of the intersection of State Route 49 (Stockton Street) and Southgate Drive, in the area of the locomotive.

2. The east side of Solinsky Street between State Route 49 (Stockton Street) and West Jackson Street.

3. Fairview Lane between State Route 49 (Stockton Street) and the driveway into the Tuolumne County Superintendent of Schools Office.

4. Forest Road between State Route 49 (Stockton Street) and the driveway into Sonora Regional Prompt Care.

5. The south/east corner of the intersection of State Route 49 (Stockton Street) and Southgate Drive, in the area of the locomotive.

6. The east side of Solinsky Street between State Route 49 (Stockton Street) and West Jackson Street.

BE IT FURTHER RESOLVED, that the following parking lots will be designated as "DISABLED PERSONS PARKING" commencing on Saturday, May 10, 2025, at 5:00 am until 1:00 pm, unless opened earlier upon the authority of the Sonora Police Department:

1. The Terzich parking structure located on State Route 49 (Washington Street), second-level, front row, accessed of S. Green Street.

2. The Fountain parking lot located at the south/east corner of the intersection of S. Washington Street and East Church Street.

BE IT FURTHER RESOLVED, that all vendors during the parade must possess a valid city permit for such activity.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora that all of the above is hereby approved, subject to the Tuolumne County Sheriff's Posse meeting all liability insurance requirements as specified by the City of Sonora, and having met all conditions as required by the California Department of Transportation.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on March 17, 2025, by the following votes:

AYES _____

NOES: _____

ABSTAIN _____

ABSENT: _____

Signed and approved on:_____, 2025

_____

Ann Segerstrom, Mayor, City of Sonora

ATTEST: _____

Tracy Skelly, City Clerk, City of Sonora

RESOLUTION 03-17-2025-A

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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Resolution 03-17-2025-B Authorizing Opened Alcoholic Beverage Containers for the 2025 Mother Lode Round-Up Parade

RECOMMENDATION:

Consider Approval of Resolution Number 03-17-2025-B, Authorizing Opened Alcoholic Beverage Containers and Public Consumption of Alcoholic Beverages within Designated Areas of the Special Event. These Areas are Marked by Street Closures on SR 49 (Washington Street) and Other Identified City Streets for the 2025 Mother Lode Round-Up Parade.

BACKGROUND:

Every year, the Tuolumne County Sheriff's Posse sponsors the Mother Lode Round-Up Parade on the Saturday preceding Mother's Day. This year, the parade will take place on Saturday, May 10, 2025, starting at 10:00 A.M. and lasting approximately two and a half hours. Historically, attendees have been allowed to possess open containers of alcoholic beverages and consume alcohol during the parade. However, after the parade concludes and before any streets reopen, or as directed by the Police Department, all open containers must be removed from public spaces and private lands that are open to the public.

DISCUSSION / ANALYSIS:

According to California Business and Professions Code section 25620, possessing open containers in any City, County, or City and County owned park or public place is prohibited if the respective authorities have enacted an ordinance against it. In line with this, Sonora Municipal Code section 9.08.010 makes it unlawful for anyone to drink, consume, or possess an open container of alcoholic beverages or intoxicating liquor or to smoke marijuana on public streets, public parks, public parking lots, public sidewalks, and grounds of public buildings, as well as on private buildings or lands that are open to the public.

The Tuolumne County Sheriff's Posse has requested that the area within the boundaries outlined in Sonora City Resolution Number 03-217-2025-B be designated as an open container area and that public consumption of alcoholic beverages will also be permitted for the duration of the Mother Lode Round-Up Parade, or as otherwise directed by the Sonora Police Department.

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

To prioritize public safety, the Sonora Police Department recommends that, as a condition for Council allowing open containers of alcoholic beverages during this event, the containers must be made of materials other than glass.

FISCAL IMPACT:

There is no foreseen financial impact to the General Fund budget.

ATTACHMENTS:

- Resolution 3-17-2025-B

CORE COUNCIL PRIORITIES:

- None

RESOLUTION 03-17-2025-B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING THE TEMPORARY SUSPENSION OF OPEN CONTAINERS AND PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGE REGULATIONS TO ACCOMMODATE THE MOTHER LODE ROUND-UP PARADE, SATURDAY, MAY 10, 2025.

WHEREAS, each year the City of Sonora hosts the Tuolumne County Sheriff's Posse Mother Lode Roundup; and

WHEREAS, The Sonora Police Department is responsible for the safety and security of event participants and spectators; and

WHEREAS, The Tuolumne County Sheriff's Posse requests the suspension of open container and public consumption of alcoholic beverages regulations during the parade; and

WHEREAS, the Chief of Police requests that, as a condition to allow open containers of alcoholic beverages for this event, these containers are limited to those constructed of materials other than glass.

N**OW THEREFORE LET IT BE IT RESOLVED**, that the City Council of Sonora does hereby direct that open containers of alcoholic beverages and the public consumption of alcoholic beverages be allowed only for the duration of the parade and within the boundaries of the following street closures on Saturday, May 10, 2025, commencing at 10:00 am and ending at the conclusion of the parade, unless otherwise directed earlier upon the authority of the Sonora Police Department:

1. State Route 49 (Washington Street) from Snell and Elkin Streets to State Route 49 (Stockton Road).
2. South Washington Street from State Route 49 (Stockton Road) to Restano Way.
3. The following streets along State Route 49 /Washington Street;
    A) East and West Dodge Street
    B) East and West Jackson Street
    C) East Bradford Ave
    D) East and West Linoberg Street
    E) Theall Street
    F) East and West Church Street
    G) Gold Street
    H) William Street
    I) East Lytton Street
    J) Restano Way

BE IT FURTHER RESOLVED, that this resolution only applies to the consumption of alcoholic beverages and that public smoking of cannabis remains prohibited as described in Sonora Municipal Code Section 9.08.010.

BE IT FURTHER RESOLVED, that the possession of opened containers of alcoholic beverages as authorized by this chapter is limited to those containers not constructed of glass.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora that all of the above is hereby approved, subject to the Tuolumne County Sheriff's Posse meeting all liability insurance requirements as specified by the City of Sonora, and having met all conditions to conduct the parade as required by the California Department of Transportation.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on March 17, 2025, by the following votes:

AYES: _____

NOES: _____

ABSTAIN _____

ABSENT: _____

Signed and approved on:_____, 2025

_____
Ann Segerstrom, Mayor of the City of Sonora

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

RESOLUTION 03-17-2025-B

-------- Original Message --------
Subject: Mother Lode Round Up Parade
Date: Thu, 01 Feb 2024 18:33:00 -0500
From: "James Opie" <jopie@mlode.com>
To: meads@sonoraca.org
Cc: Tsummersett@sonoraca.com

City of Sonora Administrator;

I am requesting the city of Sonora, for permission to conduct, The 66th Annual Mother Lode Round Up Parade, to be held May 10th, 2025, (Saturday) from 10:00 A.M. to 1:00 P.M from Restano Way to The RED CHURCH.

As in past years, we kindly request that the **"Open Containers/Alcohol Be allowed" during the parade**.

Thank you for your cooperation!

Regards,

Jim Opie (Mother Lode Round Up Parade-Chairman)
209-770-1418

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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Resolution 03-17-2025-C Approving a Use Agreement of the Sonora Police Department Weapons Firing Range

RECOMMENDATION:

Consider Approval of Resolution Number 03-17-2025-C, Approving a Use Agreement Between the Sonora Police Department and the Department of California Highway Patrol for Use of the Sonora Police Department Weapons Firing Range and Authorizing the City Administrator, or Designee, to Sign, Submit, and Execute Related Documents.

BACKGROUND:

The City of Sonora owns a weapons firing range facility on Southgate Drive in Sonora, and the Police Department maintains and operates the range facility for use or firing range activities, such as small arms weapons qualification and firearms training. The Department of California Highway Patrol The California Highway Patrol does not have range facilities for the Sonora Area office, and desires the use of the Sonora Police Department range facilities to accommodate their firearms training and qualification needs.

DISCUSSION / ANALYSIS:

In January 2025, the Sonora Police Department explored a partnership opportunity by submitting a bid to the Department of California Highway Patrol. Under the proposed agreement, the Sonora Police Department will provide the Department of California Highway Patrol (CHP) Sonora area office firing range facilities. The services shall be provided on dates and times mutually agreed upon by the CHP Project Representative and the Sonora Police Department. This is an opportunity to enhance partnerships with local agencies further and provide an additional source of revenue for the City of Sonora. The execution of the agreement requires the City of Sonora to certify as a contractor for such services, with a contract term of thirty-six months.

FISCAL IMPACT:

The Department of California Highway Patrol will pay the Sonora Police Department $400 per month or $4,800 annually over a three-year contract term. Agreement has been reviewed and approved by Risk Management.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS:

- Resolution 3-17-2025-C
- Bid Form and Draft Agreement

CORE COUNCIL PRIORITIES:

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

Bid Form

Name of Bidding Firm *(Legal name as it will appear on the Agreement)*			
City of Sonora / Sonora Police Department			
Mailing address 94 N. Washington Street	City Sonora	State CA	Zip Code 95370
Telephone number (209) 532-8141	Fax number (209) 532-4845	Email address *(If applicable)* tvanderwiel@sonorapd.com	
Name of Contact Person Turu VanderWiel	Telephone number *(If different from above)* (209) 532-8141		

Bidding Preferences Claimed (Check only the preferences claimed)

☐ Certified small business or micro business preference **Certification #**_____

☐ Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s)) **Certification #** _____

☐ DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #**_____

FOR ANY CERTIFICATIONS CLAIMED A COPY OF THE OSDS CERTIFICATION LETTER MUST ACCOMPANY BID.

Submitted hereon is the bid rate to provide Weapons Firing Range Services per the specifications of this IFB. Bidder shall provide rate(s) in clear, legible figures in the spaces provided. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on this bid form are CHP's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.

2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.

NOTE: <u>Any modification</u> to this bid form shall render your bid non-responsive (rejected).

Sonora Area office (Approximately 29 shooters)

MONTHLY RATE		3 YEARS (Contract Term)		Total
$400	X	36 Months	=	$14,400

BASIS OF AWARD

Bidder Acknowledgment/Certification

The bidder hereby certifies that the materials submitted in response to this IFB and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the bidder's knowledge. The bidder further understands that the above quoted rate(s) must include all of the bidders costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Form the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this IFB and any attachment thereto. The bidder guarantees that the bid prices will be valid for 120 days.

The bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until CHP awards the agreement and throughout the duration of the agreement. Any cost over-runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Agreement extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The bidder certifies that the rates submitted do not violate California Unfair Trade Practice Laws, California Business and Professions Code (B&PC) Section 17043, B&PC Section 16700 et seq., B&PC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal or state prohibitions against contracts in restraint of trade. Bids which violate these provisions will be rejected.

The bidder certifies that all conditions and qualifications are met and in effect on the date of this bid. The bidder understands that its bid response will become a public document and will be open to public inspection.

The bidder acknowledges that if awarded the Agreement, Contractor shall not begin work before receiving an approved, signed copy of the Agreement.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

Bidder's signature:	Date signed: 1-29-2025
Printed/typed name: Turu VanderWiel	Title: Chief of Police

SCO ID: 2720-24C425003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If
24C425003	

Item F.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTOR NAME
City of Sonora Police Department

2. The term of this Agreement is:

START DATE
05/01/2025 Or Upon Approval, Whichever is Later

THROUGH END DATE
04/30/2028

3. The maximum amount of this Agreement is:
$14,400.00 (Fourteen Thousand Four Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions - 04/2017	*
+ -	Exhibit D	Special Terms and Conditions	1
+ -	Attachment 1	Sonora Police Department - Range Use Policy	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Sonora Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
94 N. Washington Street	Sonora	CA	95370

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Draft Copy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Item F.
24C425003	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of California Highway Patrol			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 N. 7th Street	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1 4.04 A.2		

Draft Copy

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Sonora Area office, approximately twenty-nine (29) shooters, the services described herein:

   Furnish use of Contractor's weapons firing range facilities including restroom facilities if available; pay all taxes, insurance, bonds, license and permit fees, maintenance fees and all other costs required to provide use of the weapons firing range facility in accordance with this Agreement.

2. The services shall be performed at service location:

   City of Sonora Police Department – Weapons Range
   94 N. Washington Street
   Sonora, CA 95370

3. The services shall be provided during:

   By reservation and during Sonora Police Department Range Hours (Attachment 1)

4. The project representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Sonora Police Department	
NAME		NAME	
Sergeant Randy Matyshock		Turu VanderWeil, Chief of Police	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(209) 984-3944	(209) 984-3660	(209) 532-8141	(209) 532-4845
Direct all inquiries to:			
SECTION/UNIT		CONTRACTOR	
Business Services Section, Contract Services Unit		City of Sonora Police Department	
EMAIL ADDRESS		E-MAIL ADDRESS	
lisa.johnson@chp.ca.gov		tvanderweil@sonorapd.com	
ATTENTION		ATTENTION	
Lisa Johnson, Contract Analyst		Turu VanderWeil, Chief of Police	
ADDRESS		ADDRESS	
601 N. 7th Sacramento, CA 95811		94 N. Washington Street Sonora, CA 95370	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3610	(916) 322-3166	(209) 532-8141	(209) 532-4845

Draft Copy

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Detailed description of work to be performed:

A. The weapons firing range use shall be limited to CHP personnel assigned to the Sonora Area office.

B. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.

C. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. The weapons firing range must be available at least three (3) times a month, between the hours of 0600 and 2200 hours, for day and night shoots. (Actual hours of use will vary based upon current training needs). Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.

D. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor (see Attachment 1).

E. Brass will be retained by Contractor.

F. Facility must have 50-yard rifle range and move and shoot capability.

G. The weapons firing range must be able to accommodate the following:

1) .40 caliber pistol (loaded with Department issued ammunition currently 180G).

a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.
b. Two (2) qualification shoots which must be performed at the following distances: 2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
d. Use for make-up shoots at times mutually agreeable to both parties.

2) Tactical rifle (.223 caliber).

a. Four (4) shoots per year (quarterly).
b. One (1) night shoot is required.
c. Maximum distance of 50 yards.

3) Shotgun (00 buckshot).

a. Eight (8) shoots per year (two (2) quarterly).
b. Two (2) night shoots required.
c. Distance 15 yards maximum.

H. Inspection and test firing of weapons:

1) All weapons are to be test fired after each required inspection by the Area Weapons Range Officer.

2) Use of facility to test fire weapons will be coordinated between the Area Weapons Range Officer and the Contractor.

Draft Copy

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein.

   B. Invoices shall include the Agreement Number and shall be submitted in duplicate in arrears to:

   Name: Department of California Highway Patrol
   Sergeant Randy Matyshock or Designee

   Office: CHP Sonora Area office
   Address: 18437 Fifth Avenue
   Jamestown, CA 95327

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Rate Schedule**

   CHP agrees to pay Contractor $400.00 (Four Hundred Dollars and Zero Cents) monthly in arrears, for use of the weapons firing range facility.

Draft Copy

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP or Contractor reserves the right to cancel this Agreement upon thirty (30) calendar days advance written notice to either party.

2. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.

3. In the event of an unforeseen emergency, CHP or Contractor may cancel this Agreement without prior notice.

4. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.

5. Agreement cancellation/termination shall be effective as of the date indicated in notification to either party. The notice shall stipulate any final performance, invoicing, or payment requirements.

6. Agreement may be amended by mutual written consent of the parties hereto.

7. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within ten (10) days by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

Draft Copy

ATTACHMENT 1 -
SONORA POLICE DEPARTMENT
RANGE USE POLICY
(Amended 01-01-09)

HOURS: Weekdays 0800-2030

Weekends 1000-1800

The range is open by reservation to outside departments that have a current agreement with the Sonora Police Department. Each agency must reserve the dates of their intended use by contacting the dispatch center at the Sonora Police Department. The reserving agency will notify the Police Department dispatcher of the intended training hours and the name of the agencies Range Master for the specified date(s) of training. It is recommended that agencies submit a schedule of intended use six months in advance.

Sonora Police Department employees may use the range for practice. Employees who intend to use the range shall contact dispatch to ensure the range is not reserved for training. For safety reasons, there will be a minimum of two person's at the range while practicing. The SPD member using the range will ensure there is a cell phone or department radio available for communication. It is recommended that the employee also have a first aid kit available. SPD employees using the range are subject to the safety and maintenance rules listed below. The Employee is responsible for notifying dispatch when the range is no longer in use.

Draft Copy

SAFETY:

- The Sonora Police Department Range Master has full authority over the use of the range.
- Each agency using the range must have a qualified Range Master on site for the entirety of the training.
- The agency Range Master shall insure the safety flag is posted prior to any live fire, as well as the removal of the safety flag at the completion of the training day.
- The agency Range Master shall ensure communications can be established with SPD dispatch in case of an emergency. Acceptable forms of communication include cell phones or a radio with the Sonora Police Department's primary frequency, (153.800). The Sonora Police Department does not have extra radios available for use.
- Range Masters should ensure that a first aid kit is available on site. Any injury occurring at the range shall be reported to the Sonora Police Department duty Supervisor as soon as possible.
- The use of incendiary devices is not authorized at the range. This includes, but is not limited to; tear gas projectiles, smoke grenades and flash bangs.

SAFETY (continued)

- The use of explosives of any type is not authorized at the range.
- Each agency Range Master is responsible for the conduct of their personnel while using the range.
- The agency Range Master will notify Sonora Police dispatch upon completion of their training day.

MAINTENANCE:

- No agency is authorized to make any permanent changes to any part of the range. Any recommended changes can be discussed with the Sonora Police Department's Range Master, who will review the proposed changes with the Command.
- Each agency is responsible for the clean up of trash, debris and brass casings at the conclusion of each training day.
- The agency Range Master shall report any damaged or defective property to the Sonora Police Department Range Master.

Turu VanderWiel
Acting Chief of Police

Cc: CAL FIRE (Sonora)

Draft Copy

RESOLUTION 03-17-2025-C

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE SONORA POLICE DEPARTMENT AND THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL FOR THE USE OF THE SONORA POLICE DEPARTMENT WEAPONS FIRING RANGE AND THE EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the Department of California Highway Patrol (CHP) desires the use of the Sonora Police Department firing range facilities and the services and terms described in the agreement; and

WHEREAS, the services will be provided during dates and times mutually agreed upon between the CHP project representative and the Sonora Police; and

WHEREAS, the Sonora Police Department owns and operates a weapons firing range, and the CHP agrees that its members using the weapons firing range facilities under this agreement shall be governed by the range safety and use rules established by the Sonora Police Department; and

WHEREAS, the Department of California Highway Patrol will pay the Sonora Police Department $14,400 throughout the three-year agreement; and

WHEREAS, to complete the agreement between the Department of the California Highway Patrol and the Sonora police Department, the contract and related forms must be signed and executed by an authorized individual on behalf of the City of Sonora.

NOW THEREFORE LET IT BE IT RESOLVED that the City Council of Sonora hereby approves an agreement between the Department of California Highway Patrol and the Sonora Police Department for $14,400 and authorizes the City Administrator, or designee, to sign, submit, and execute all agreements, contracts and related documents required on behalf of the City of Sonora.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on March 17, 2025, by the following votes:

AYES _____

NOES: _____

ABSTAIN _____

ABSENT: _____

Signed and approved on:_____, 2025

_____

Ann Segerstrom, Mayor of the City of Sonora

ATTEST: _____

Tracy Skelly, City Clerk, City of Sonora

RESOLUTION 03-17-2025-C

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: March 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Douglas L. White, City Attorney

SUBJECT: Waive the Second Reading and Adopt an Ordinance of the Sonora City Council Amending Section 3.16.020 of the Sonora Municipal Code

RECOMMENDATION:

Waive the Second Reading and Adopt Ordinance No. 903, an Ordinance of the Sonora City Council amending Section 3.16.020, Rate, of Chapter 3.16, Sales and Use Tax, of Title 3, Revenue and Finance, of the Sonora Municipal Code.

BACKGROUND:

During the City of Sonora ("City") Council meeting on June 3, 2024, the City Council adopted Resolution No. 06-03-2024-C authorizing Amendment #1 to the Agreement for Revenue Redistribution Pertaining to the South Bypass Annexation to the City of Sonora ("Amendment #1 to the South Bypass Agreement"). The City and Tuolumne County ("County") signed Amendment #1 to the South Bypass Agreement effective June 4, 2024. Amendment #1 to the South Bypass Agreement increases the City's share of the local general fund Bradley-Burns tax that was established in the South Bypass Agreement. The South Bypass Agreement established that County shares a portion of the one percent of the 1 ¼% Bradley-Burns local tax that is distributed to local agencies to support local government general funds. In 1991, the City and County agreed to the tax redistribution in which the City would receive .87 of the one percent and the County would receive .13 of the one percent. Amendment #1 to the South Bypass Agreement will reduce the County's share from .13 to .11 and increase the City's share from .87 to .89.

DISCUSSION / ANALYSIS:

Cities and counties may adopt a Bradley-Burns tax by ordinance.[1] The City and County already adopted resolutions authorizing Amendment #1 to the South Bypass Agreement to increase the City's share of the local general fund Bradley-Burns tax to .89 of the one percent, and the City and County signed Amendment #1 to the South Bypass Agreement effective June 4, 2024. The proposed Ordinance amends section 3.16.020 of the Sonora Municipal Code to reflect the City's increased share of the Bradley-Burns tax effective June 4, 2024, as agreed upon by the City and County in Amendment #1 to the South Bypass Agreement.

[1] Rev. & Tax. Code, § 7202.

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 amendment to section 3.16.020 of the Sonora Municipal Code benefits the City by increasing the City's share of the tax revenue as agreed upon in Amendment #1 to the South Bypass Agreement.

ENVIRONMENTAL:

The Ordinance is not a "project" under the California Environmental Quality Act since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment.[2]

CORE COUNCIL PRIORITIES:

Economic Development/Growth and General Plan.

ATTACHMENTS:

- Ordinance No. 903
- Resolution No. 06-03-2024-C
- Amendment #1 to the South Bypass Agreement signed by the City and County effective June 4, 2024

CORE COUNCIL PRIORITIES:

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

[2] Pub. Res. Code, § 21065.

ORDINANCE NO. 903

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING SECTION 3.16.020, RATE, OF CHAPTER 3.16, SALES AND USE TAX, OF TITLE 3, REVENUE AND FINANCE, OF THE SONORA MUNICIPAL CODE

WHEREAS, section 3.16.020 of the Sonora Municipal Code establishes the rate of sales and use tax for the City of Sonora ("City"); and

WHEREAS, since January 1, 2001, the City's percent of the sales and use tax has been .87, and the percent for Tuolumne County ("County") has been.13; and

WHEREAS, on June 3, 2024, the City adopted Resolution No. 06-03-2024-C authorizing Amendment #1 to Agreement for Revenue Redistribution Pertaining to the South Bypass Annexation to the City of Sonora ("Amendment #1 to the South Bypass Agreement"); and

WHEREAS, the City and County signed Amendment #1 to the South Bypass Agreement effective June 4, 2024; and

WHEREAS, Amendment #1 to the South Bypass Agreement increased the City's share of the sales and use tax to .89 and decreased the County's share to .11; and

WHEREAS, the City Council finds that section 3.16.020 should be amended to reflect the agreed change to the distribution of sales and use tax between the City and County under Amendment #1 to the South Bypass Agreement.

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

SECTION 1. Section 3.16.020, Rate, of Chapter 3.16, Sales and Use Tax, of Title 3, Revenue and Finance, shall be amended to read as follows:

The rate of sales tax and use tax imposed by this chapter shall be as follows:

Effective Date	City Percent	County Percent
January 1, 1993	0.94	0.06
January 1, 1994	0.93	0.07
January 1, 1995	0.93	0.07
January 1, 1996	0.92	0.08
January 1, 1997	0.91	0.09
January 1, 1998	0.90	0.10

January 1, 1999	0.89	0.11
January 1, 2000	0.88	0.12
January 1, 2001	0.87	0.13
June 4, 2024	0.89	0.11

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 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.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the 3rd day of March 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 17th day of March 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 NO. 06-03-2024-C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA AUTHORIZING THE TAX REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF TUOLUMNE AND THE CITY OF SONORA RELATED TO THE SUBARU CAR DEALERSHIP, AND AUTHORIZING AMENDMENT #1 TO AGREEMENT FOR REVENUE REDISTRIBUTION PERTAINING TO THE SOUTH BYPASS ANNEXATION TO THE CITY OF SONORA

WHEREAS, Tuolumne County ("County") received an application for a Subaru development project that will be located within the County's territorial limits but also within the sphere of influence of the City of Sonora ("City"); and

WHEREAS, the City and County have a mutual interest in the development of and tax revenue derived from the Subaru development project, and the City and County have worked together to develop a fair and equitable agreement for tax sharing; and

WHEREAS, Article XIII, Section 29(b) of the California Constitution and Government Code sections 55700-55707 authorize the City and County to enter into an agreement to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to local sales and use tax law, provided that the ordinance or resolution approving the agreement is approved by a two-thirds (2/3) vote of both the City Council and the County Board of Supervisors; and

WHEREAS, the City and County agree to share the tax revenue from the Subaru development project according to the terms of the attached Tax Revenue Sharing Agreement Between the County of Tuolumne and the City of Sonora Related to the Subaru Car Dealership ("Subaru Agreement"); and

WHEREAS, on May 6, 1991, the City and the County entered into an Agreement For Revenue Redistribution Pertaining to the South Bypass Annexation to the City of Sonora ("South Bypass Agreement") to address revenue redistribution related to the City's annexation of the South Bypass; and

WHEREAS, the City and County have agreed to amend the South Bypass Agreement to modify the schedule of sales tax charges as outlined in the attached Amendment #1 to Agreement for Revenue Redistribution Pertaining to the South Bypass Annexation to the City of Sonora ("Amendment #1 to the South Bypass Agreement").

NOW, THEREFORE, BE IT RESOLVED that the City of Sonora City Council hereby approves the Subaru Agreement, attached hereto as Exhibit A, by a two-thirds (2/3) vote. The City Administrator is hereby authorized to execute the Subaru Agreement, subject to any revisions approved by the City Attorney, and to perform all acts necessary and incidental to carry out the purposes of this Resolution.

BE IT FURTHER RESOLVED that the City of Sonora City Council hereby approves Amendment #1 to the South Bypass Agreement, attached hereto as Exhibit B. The Mayor is hereby authorized to execute Amendment #1 to the South Bypass Agreement, subject to any revisions approved by the City Attorney, and to perform all acts necessary and incidental to carry out the purposes of this Resolution.

PASSED, APPROVED, AND ADOPTED AS A RESOLUTION BY THE SONORA CITY COUNCIL AT A MEETING HELD BY THE CITY COUNCIL ON THE 3RD DAY OF JUNE 2024, BY THE FOLLOWING VOTE:

AYES: Plummer, Segerstrom, Cruz, Hawkins, Merrill

NOES: _____

ABSTAIN: _____

ABSENT: _____

Signed and approved on: June 3, 2024

ATTEST:

Tracy Skelly
City Clerk, City of Sonora

APPROVED:

Mark Plummer
Mayor, City of Sonora

RESOLUTION 06-03-2024-C

AMENDMENT #1 TO AGREEMENT FOR REVENUE REDISTRIBUTION PERTAINING TO THE SOUTH BYPASS ANNEXATION TO THE CITY OF SONORA

This Amendment #1 ("Amendment #1") is entered into this 4th day of June, 2024 ("Effective Date"), by and between the County of Tuolumne ("County"), a political subdivision of the State of California and the City of Sonora, a municipal corporation of the State of California, ("City").

WHEREAS, on May 6, 1991, the County and the City entered into an AGREEMENT FOR REVENUE REDISTRIBUTION PERTAINING TO THE SOUTH BYPASS ANNEXATION TO THE CITY OF SONORA ("Agreement") to address revenue redistribution related to the City's Annexation of the South Bypass; and

WHEREAS, the City and County have entered into a revenue sharing agreement related to a Subaru development project, located within the County but also within the City's Sphere of Influence; and

WHEREAS, in addition to a revenue sharing agreement related to the Subaru development project, the Parties have agreed to amend the Agreement to modify the schedule of sales tax charges; and

NOW THEREFORE, THE COUNTY AND THE CITY AGREE as follows:

1. As of the Effective Date of Amendment #1, Article III, Section 3, Exhibit A is hereby amended as attached hereto.

2. Except as amended herein, all other terms and conditions of the Agreement not inconsistent with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	CITY OF SONORA
By: David Goldemberg, Chair Board of Supervisors	By: Mark Plummer, Mayor
ATTEST:	

AMENDMENT #1 TO AGREEMENT FOR REVENUE REDISTRIBUTION PERTAINING TO THE SOUTH BYPASS ANNEXATION TO THE CITY OF SONORA

This Amendment #1 ("Amendment #1") is entered into this 4th day of June, 2024 ("Effective Date"), by and between the County of Tuolumne ("County"), a political subdivision of the State of California and the City of Sonora, a municipal corporation of the State of California, ("City").

WHEREAS, on May 6, 1991, the County and the City entered into an AGREEMENT FOR REVENUE REDISTRIBUTION PERTAINING TO THE SOUTH BYPASS ANNEXATION TO THE CITY OF SONORA ("Agreement") to address revenue redistribution related to the City's Annexation of the South Bypass; and

WHEREAS, the City and County have entered into a revenue sharing agreement related to a Subaru development project, located within the County but also within the City's Sphere of Influence; and

WHEREAS, in addition to a revenue sharing agreement related to the Subaru development project, the Parties have agreed to amend the Agreement to modify the schedule of sales tax charges; and

NOW THEREFORE, THE COUNTY AND THE CITY AGREE as follows:

1. As of the Effective Date of Amendment #1, Article III, Section 3, Exhibit A is hereby amended as attached hereto.

2. Except as amended herein, all other terms and conditions of the Agreement not inconsistent with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	CITY OF SONORA
By: David Goldemberg, Chair Board of Supervisors	By: Mark Plummer, Mayor
ATTEST:	

By: Heather Ryan, Board Clerk Seal	
APPROVED AS TO LEGAL FORM: By: Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM: By: Douglas L. White, City Attorney

By: Heather Ryan, Board Clerk Seal	
APPROVED AS TO LEGAL FORM: By: Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM: By: Douglas L. White, City Attorney

Exhibit A

Schedule of Sales Tax Changes

Year	City's	County's
1	0.94	0.06
2	0.94	0.06
3	0.93	0.07
4	0.93	0.07
5	0.92	0.08
6	0.91	0.09
7	0.90	0.10
8	0.89	0.11
9	0.88	0.12
10	0.87	0.13
11 and each year thereafter, commencing on the Effective Date set forth in this Amendment	0.89	0.11

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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Ann Segerstrom, City of Sonora Mayor

SUBJECT: Consider Placement of a Proclamation Recognizing March 7–14, 2025, as California Arbor Week in the City of Sonora on the April 7, 2025, Council Meeting Agenda.

RECOMMENDATION:

Consider Placement of a Proclamation Recognizing March 7–14, 2025, as California Arbor Week in the City of Sonora on the April 7, 2025, Council Meeting Agenda.

BACKGROUND:

California Arbor Week is celebrated annually from March 7–14 in honor of renowned horticulturist Luther Burbank's birthday on March 7. This week is dedicated to promoting the importance of trees in our environment and encouraging individuals, schools, businesses, and organizations to engage in tree-planting and stewardship efforts.

DISCUSSION / ANALYSIS:

Trees are essential to our community, providing shade, improving air and water quality, reducing soil erosion, enhancing property values, and creating habitats for wildlife. By recognizing California Arbor Week, the City of Sonora underscores its commitment to sustainability and environmental conservation.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

Proclamation Celebrating California Arbor Week, March 7–14, 2025.

CORE COUNCIL PRIORITIES:

Infrastructure and Community Engagement

A PROCLAMATION
OF THE CITY COUNCIL OF THE CITY OF SONORA
CELEBRATING ARBOR DAY
MARCH 7 THROUGH MARCH 14, 2025

WHEREAS, trees are essential to the character and charm of our communities, providing shade, beauty, and habitat for wildlife; and

WHEREAS, trees play a vital role in improving air quality, conserving water, reducing soil erosion, and mitigating climate change by absorbing carbon dioxide; and

WHEREAS, California Arbor Week is celebrated annually from March 7 to 14, in honor of renowned horticulturist Luther Burbank's birthday on March 7, encouraging communities to come together to plant and care for trees; and

WHEREAS, this week-long celebration provides an opportunity for individuals, schools, and organizations to promote tree planting, stewardship, and environmental awareness; and

WHEREAS, by participating in California Arbor Week, we contribute to the health and well-being of current and future generations, fostering a sustainable and vibrant environment; and

NOW, THEREFORE, be it resolved that we, the City Council of the City of Sonora, do hereby proclaim March 7–14, 2025, as **California Arbor Week** in the City of Sonora, and encourage all citizens to observe this week by participating in environmentally concious tree-planting activities and educational programs that promote the benefits of trees in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 17th day of March 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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator
Chris Gorsky, Administrative Services Director

SUBJECT: Approve Resolution No. 03-17-2025-D and Resolution No. 03-17-2025-E Approving the Memorandum of Understanding (MOU) Agreements and Salary Schedules with the Sonora Police Officers' Association (SPOA), the Sonora Management Employees' Association (SMEA), and the Sonora Confidential Employees' Association (SCEA)

RECOMMENDATION:

Approve Resolution No. 03-17-2025-D and Resolution No. 03-17-2025-E Approving the Memorandum of Understanding (MOU) agreements and Salary Schedules with the Sonora Police Officers' Association (SPOA), the Sonora Management Employees' Association (SMEA), and the Sonora Confidential Employees' Association (SCEA) and Authorize the City Administrator to Finalize the Memorandums of Understandings.

BACKGROUND:

Competitive compensation is essential for attracting and retaining a skilled workforce and ensuring high-quality service delivery to the community. Historically, the City has faced challenges in recruiting and retaining employees due to wage disparities compared to neighboring jurisdictions. An example of the City's ongoing recruitment challenges occurred during the hiring process for the Community Development Director, where the below-market salary resulted in a limited pool of applicants. To secure a qualified candidate, the City had to enhance the total compensation package with non-salary benefits, underscoring the difficulty of remaining competitive in the job market without offering market-aligned wages. This recruitment experience highlights the broader challenges the City faces in attracting and retaining top talent amid regional wage disparities.

To address this issue, the City conducted a comprehensive compensation study, which was approved by the City Council in January 2024. This study evaluated current salary and benefit levels across various positions and provided recommendations for a structured internal alignment. Based on the study's findings, the City Council directed staff to initiate negotiations with the City's employee associations to develop fair and competitive compensation agreements.

Prior to these MOUs, the City's internal pay structure was not always equitable across positions, leading to inconsistencies in compensation. The study showed disparities between positions with some positions at market while others were significantly below. This became particularly evident when salary increases were necessary to attract and retain police officers in a competitive job market. As the Police Department struggled to retain

CITY COUNCIL AGENDA REPORT

CITY HALL

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

employees due to uncompetitive wages, staffing levels reached a critical low, with only 60% of sworn positions filled. This shortage strained operations, impacting the department's ability to provide essential public safety services and highlighting the urgent need for competitive compensation to attract and retain qualified officers. As police officer salaries were adjusted to remain competitive, it became essential to also adjust management-level compensation to maintain fairness, uphold organizational hierarchy, and ensure appropriate pay differentials between supervisory and subordinate positions.

Based on the study's findings, the City Council directed staff to initiate negotiations with the City's employee associations to develop fair and competitive compensation agreements.

Following these negotiations, the resulting five-year Memoranda of Understanding's (MOU) have been finalized and are now presented for City Council approval. These agreements reflect the negotiated terms designed to enhance employee retention and recruitment while maintaining fiscal responsibility.

To proactively manage the financial impact of these wage increases, staff has established a dedicated Labor Reserve Fund. This reserve ensures the City can sustainably fund the increased wages resulting from these MOUs for the next eight years, providing financial stability, budget predictability, and long-term sustainability. By strategically allocating resources, the City can phase in costs responsibly while continuing to deliver high-quality services without compromising fiscal health.

DISCUSSION:

The negotiated five (5) year MOU's strikes a balance between ensuring competitive compensation for employees and maintaining the City's long-term financial sustainability. Several key provisions were incorporated to achieve this balance:

- **Competitive Pay Adjustments** – Salary structures were adjusted based on the compensation study to align with market rates, ensuring the City remains competitive in attracting and retaining skilled employees.
- **Employee Hired Prior to July 1, 2024** – Exiting employees are not affected by any reductions in benefits.
- **Approved Up to Two Canine Officers** – Contingent on available budget, the Chief of Police may appoint up to two (2) sworn employees to the assignment of Canine Officer.
- **Removal of OPEB (Other Post-Employment Benefits) for Future Employees** – To mitigate long-term financial liabilities, the City negotiated the removal of retiree health benefits for new employees while maintaining commitments to current employees.
- **Reduction in Sick Leave Cash-Out at Separation** – The agreements lower the amount of unused sick leave that can be cashed out upon an employee's departure, reducing the City's financial exposure.

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

- **Caps on Certification and Education Pay** – While still incentivizing employee development, the City introduced reasonable caps on certification and education pay to control escalating costs.

- **Removal of Benefits Clause** – A "Me Too" clause that provided the Management Association benefits that are granted to any associations.

These adjustments ensure that the City offers fair and competitive compensation while also implementing cost-control measures to promote financial responsibility. The negotiated agreements align with the Council's direction to provide sustainable compensation policies that support both the workforce and the City's fiscal health.

To support these wage increases, the City Council has established a Labor Reserve Fund. In the Fiscal Year 2024/25 budget, $3,965,000 in unused Measure Y funds were set aside in a Labor Reserve Fund to provide funding for the additional costs of these MOU's. This will provide the City with an eight (8) year financial cushion, allowing time to strategically plan for future growth and implement measures to increase revenues, ensuring the long-term sustainability of the City. The key benefits of this approach include:

- **Financial Stability:** Spreading out the cost of wage increases over multiple years reduces the risk of sudden budget shortfalls.
- **Predictability:** Allows for better long-term financial planning and forecasting.
- **Employee Retention:** Demonstrates a commitment to fair compensation, reducing turnover and associated costs.

Staff has conducted a financial analysis to ensure the feasibility of the reserve fund without negatively impacting other essential services. By incrementally allocating funds, the City can meet its labor obligations without compromising fiscal health.

FISCAL IMPACT:

The fiscal impact to the General Fund is $235,800 in the first year, which has already been accounted for in the FY24/25 budget approved in June 2024. The total cost of the five-year contracts for SPOA, SMEA and SCEA is approximately $2.2 million. Currently staff recommend delaying the usage of the Labor Reserve Fund until next fiscal year. This will allow the Labor Reserve Fund to be extended to as much as ten years and will ensure adequate resources remain available to fund the high-cost capital projects scheduled for years four and five of the Capital Improvement Plan (CIP). Additionally, Staff will propose further allocations to the reserve fund until the City's CIP ramps up, reinforcing financial stability. In future years, the labor reserve fund will serve as a critical funding source to cover the additional costs associated with these new MOU's while maintaining the City's long-term financial health.

ATTACHMENTS:

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

- Resolution 03-17-2025-D
- Exhibit “A” - Sonora Police Officers Association (SPOA) Tentative Agreement
- Exhibit “B” - Sonora Management Employees Association (SMEA) Tentative Agreement
- Exhibit “C” - Sonora Confidential Employees Association (SCEA) Tentative Agreement

CORE COUNCIL PRIORITIES:

Staffing - Salary, Benefits, Training, and Retention

RESOLUTION No. 03-17-2025-D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA APPROVING MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENTS WITH THE SONORA POLICE OFFICERS' ASSOCIATION (SPOA), THE SONORA MANAGEMENT EMPLOYEES' ASSOCIATION (SMEA), AND THE SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION (SCEA)

WHEREAS, California Government Code Section 36506 requires the City Council to determine by resolution the compensation of all officers and employees; and

WHEREAS, pursuant to the City Council's direction, the City bargaining team has negotiated in compliance with the Meyers-Milias-Brown Act and all other applicable requirements to reach these Memorandum of Understanding agreements with the SPOA, SMEA, and the SCEA that meets the needs of all parties and covers the period from July 1, 2024, to June 30, 2029; and

WHEREAS, the Memorandum of Understanding agreements have been recommended for approval by the City Administrator; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve the Memorandum of Understanding agreements between the City of Sonora and the SPOA, SMEA, and the SCEA for the period between July 1, 2024, and June 30, 2029, and attached hereto as Exhibit A, B, C.

PASSED, APPROVED, AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 17th day of March 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Ann Segerstrom, Mayor

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

RESOLUTION No. 03-17-2025-E
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA APPROVING THE SALARY SCHEDULES FOR THE SONORA MANANGEMENT EMPLOYEES ASSOCIATION (SMEA) AND THE SONORA CONFIDENTIAL EMPLOYEES ASSOCIATION (SCEA) EFFECTIVE November 11, 2024.

WHEREAS, the City Council has a goal to ensure a high performing organization and the City's employees are a primary driver of that goal; and

WHEREAS, the City Council directed staff to complete a compensation study to determine market wages for the City of Sonora.

WHEREAS, the completed City of Sonora Compensation Study Report was approved by Council in January 2024 and the results were used to inform during the negotiations that followed.

WHEREAS, the salary schedules are based on the compensation study and were agreed to by the City and the employee associations.

WHEREAS, Section 570.5 of California Code of Regulations, Title 2 requires formal Council approval and adoption of salary and compensation plans; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve Resolution No.03-17-25-E, hereby adopts the salary schedules for the Sonora Management Employees Association and the Sonora Confidential Employees Association effective November 11, 2024.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 17th day of March 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Signed and approved on: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

RESOLUTION 03-17-2025-E

MEMORANDUM OF UNDERSTANDING

FOR THE SONORA

POLICE OFFFICERS' ASSOCIATION (SPOA)

(July 1, 2024 - June 30, 2029)

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SONORA POLICE OFFICERS' ASSOCIATION MOU

ARTICLE 1. PREAMBLE

Section 1.1: Purpose. The purpose of this Memorandum of Understanding (hereinafter "Agreement" or MOU") is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

The City of Sonora (hereinafter "City") and the Sonora Police Officers Association (hereinafter "SPOA" or "Association") (City and SPOA referred to collectively as "Parties") agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is important.

The Agreement is entered into pursuant to the Meyers-Milias-Brown Act, as amended, and has been jointly prepared by the parties. Nothing in this Agreement shall invalidate nor be substituted for any provision in City Resolution No. 3-21-83-D, the City's Administrative Policies, or the City's Personnel Rules & Regulations, as amended from time to time, unless done so explicitly herein. The definitions contained in Resolution No. 03-21-83-D and the City's Personnel Rules and Regulations shall apply unless expressly modified herein.

ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution No. 3- 21-83-D, the City recognizes SPOA as the exclusive bargaining representative for all regular full-time employees in the job classifications set forth below, with respect to their compensation, hours, and other terms and conditions of employment:

Police Officer
Police Corporal
Police Sergeant
Police Records Technician
Dispatcher-Records Specialist Trainee

Dispatcher-Records Specialist I/II
Community Service Officer

Persons within the represented classifications covered by this Agreement are hereinafter referred to as “employee(s)”, “regular employees,” or “SPOA employee(s)”.

Part time, volunteer, reserve, and temporary employees are explicitly excluded from this Agreement, even if working in the above classifications.

ARTICLE 3. MANAGEMENT RIGHTS

Provisions shown within City of Sonora Resolution No. 3-21-83-D and the Personnel Rules and Regulations, as amended from time to time, are expressly incorporated herein and shall apply unless expressly modified herein.

All rights, powers, functions, responsibilities, and the authority of the City of Sonora, except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City, including its exclusive right to operate, administer, and manage its public services and its workforce performing those services.

The City agrees, to the extent required by Government Code Sections 3500, et seq., to meet and confer, upon request, with unit representatives concerning modifying or changing wages, hours and working conditions, provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such modifications or changes for no more than thirty (30) calendar days from the date it notifies Association in writing of its proposed action (measured from date of mailing by certified mail). The Association shall have the right to grieve any violation of this Agreement by the City of Sonora.

ARTICLE 4. SALARY PLAN

Section 4.1: Pay Scale/Salary Schedule. Employees’ salaries are to be determined by the Pay Scale (or Salary Schedule) attached hereto as Exhibit “A” and incorporated herein. Employees regularly assigned to a position in a classification shall be paid a salary within the range established for that position's classification.

SPOA acknowledges the final 2.5% COLA under the prior Agreement is cancelled/replaced by this new Agreement and the attached Salary Scheduled (Attachment “A”) represents employee’s entire base compensation for the term of this Agreement.

Section 4.2: Biweekly Pay. Employees’ regular and other compensation shall normally be paid on a biweekly basis via direct deposit pursuant to the designated pay schedule.

Section 4.3: Salary of New Employees. The first step of the Pay Scale/Salary Schedule (Step A) is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or if a person of unusual qualifications is to be appointed, the City Administrator may make the appointment at a salary level up through Step D.

Section 4.4: Increase Within Range.

4.4.1. Every regular employee who is employed in a classification for which there is a base salary range shall have an anniversary date (the date of appointment to the employee’s current classification). All salary adjustments, except certificate, education pay, and longevity pay, are normally made effective upon the anniversary date or at any time thereafter at the discretion of the City Administrator. The date of eligibility for subsequent salary adjustments, excluding certificate, education, and longevity pay, shall be one year after the current year anniversary date, subject to promotion. The anniversary date should not be confused with the employee's service date (the date an employee has completed the probationary period and occupies a regular position, used for calculation of vacation and longevity pay) nor with the employee's date of hire (the date upon which employee began working for the City - whether temporary, reserve, probationary, etc.).

4.4.2. Salary range step advancement shall be administered as follows:

a. The second step (B) increase may be conferred upon employees when they achieve regular status at the end of their probation/orientation period of eighteen (18) or twelve (12) months, as applicable. When an employee successfully completes probation and the step increase has been approved by the Chief of Police and the City Administrator, the employee may receive their step increase retroactive to their one-

year anniversary date (that date being the beginning date of full-time employment in the employee's current position). When an employee's probation has been extended, the employee shall be eligible for a step B increase from the date the employee successfully completed probation upon approval by the Chief of Police and City Administrator.

b. The third step (C), fourth step (D), and fifth step (E) are merit advancement and are conferred at the discretion of the City Administrator upon the recommendation of the Chief of Police at each respective anniversary date of the employee.

c. The City confers the sixth step (F) based upon merit and employee participation in community events, such as National Night Out and Coffee with a Cop, as requested. The Chief of Police shall make a good faith effort to request employee participation in community events while employees are on duty (but not to interfere with performance of regular duties) as much as possible.

Employees shall be eligible for advancement to their next step on their anniversary date. The Chief of Police, who may confer with the eligible employee's supervisor, may recommend a step increase for an eligible employee to the City Administrator, who may approve the step increase at their discretion.

4.4.3. In any case, where, due to unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest injustice, the City Administrator may make such order relating thereto as, in their discretion, is proper.

4.4.4. No advance in pay pursuant to steps B through F shall be automatic upon completion of any period of service outlined herein above. All increases shall be made 1) on the basis of achievement as established by the employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator. An increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude.

4.4.5. Employees who do not qualify for a step increase on their anniversary date may be re-evaluated at a later date, at their supervisor's discretion, to determine if salary adjustment is warranted prior to any subsequent anniversary date. Any salary adjustment made pursuant to this section (4.4.5) shall not be retroactive but shall

become effective upon the date the employee signs their re-evaluation. Said salary adjustment will not change the employee's anniversary date.

ARTICLE 5. LONGEVITY PAY

Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service (from the service date) with the City, and after each five (5) years of continuous service thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for the first ten (10) years of continuous service and 2.5% for each five-year increment thereafter. For example, after ten (10) years the Employee shall receive 2.5% increase over base salary, and after fifteen (15) years the Employee shall receive an additional 2.5% for a total of 5.0% increase over base salary. The longevity benefit is automatic and is not based on merit.

ARTICLE 6. SPECIAL ASSIGNMENTS

Section 6.1: Chief of Police Discretion. Employees may be assigned to a specific task, position, or assignment outside the normal routine patrol functions based upon the needs of the Department and contingent upon budget. The Chief of Police, at their sole discretion, may assign employees to these positions and remove them at any time. Any assignment, lack of assignment, or removal to/from these special assignments shall not be subject to any grievance procedure. The Chief of Police shall make assignments in writing, including the commencement and expiration of any assignment pay, to the affected employee and Human Resources.

Section 6.2: Special Assignment Pay. Employees formally assigned to one of the following special assignments in writing shall receive 5.0% additional pay for the duration of their assignment to the position, subject to the provisions applicable to each assignment below, as determined by the Chief of Police.

Section 6.3: Special Assignment Positions. Subject to Section 6.1 and 6.2, the Special Assignments are as follows:

6.3.1. Investigations.

The Chief may appoint one (1) Investigator. Applicants for the Investigations assignment must have a minimum of two (2) years patrol experience with Sonora Police

Department. Candidates must submit their applications to the Chief of Police, who shall determine staffing for the Investigations assignment. Employees who have never held the assignment will be given priority consideration over employees who have previously held the position. Any employee appointed to the Investigations assignment must be classified as a Police Officer (non-supervisory) for the duration of the assignment.

The Investigations position shall be considered a rotational assignment. An employee may serve a maximum of five (5) consecutive years in the assignment. At the conclusion of five (5) consecutive years in the assignment, the employee must serve a minimum of one (1) year in Patrol before they are eligible to return to the assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an employee's assignment to Investigations and the corresponding assignment pay at any time.

6.3.2. Traffic Officer.

Candidates for the Traffic Officer assignment must submit their applications to the Chief of Police, who shall determine Traffic Officer assignments. The Chief of Police must consider an employee's experience, education, certificates and the employee's ability to proficiently perform the additional duties required of the assignment. Any employee appointed to the Traffic Officer assignment must be classified as a Police Officer (non-supervisory) for the duration of the assignment.

The Traffic Officer position shall be considered a rotational assignment. An employee may serve a maximum of five (5) consecutive years in the assignment. At the conclusion of five (5) consecutive years in the assignment, the employee must serve a minimum of one (1) year in Patrol before they are eligible to return to the assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an employee's Traffic Officer assignment and the corresponding assignment pay, at any time.

6.3.3. Computer Network Manager.

The Chief of Police will appoint an employee to the assignment of Computer Network Manager. The selected employee will perform the duties of this assignment in addition to the employee's regularly assigned duties. The Chief of Police must consider an employee's experience, education, certificates and the employee's ability to proficiently

perform the additional duties required for the assignment. The assignments are for a one-year period, beginning at the time of assignment, but may be automatically renewed by mutual consent if no other employees express interest in the assignment. If other employees do express interest, then the Chief of Police will make the assignment based upon the criteria above. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an employee's Computer Network Manager assignment and the corresponding assignment pay, at any time.

6.3.4. Field Training Officer (Sworn).

Assignments to sworn Field Training Officer (FTO) positions will be appointed by the Chief of Police. Officers selected for FTO shall perform those duties in addition to their regularly assigned duties. The Chief of Police shall maintain absolute discretion with respect to FTO assignments and their duration. FTOs shall receive FTO assignment pay for the duration of time there is a trainee in the program. FTO pay will cease when the assigned trainee is no longer in the program. The Chief of Police will give the officer two weeks' notice if he/she decides not to renew or terminate the FTO appointment during the employee's assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an FTO assignment and the corresponding assignment pay at any time. An FTO's schedule may be moved to accommodate a trainee's schedule regardless of the FTO's years of service pursuant to Section 7.5.

6.3.5. Communications Training Officer.

Assignments to Communications Training Officer (CTO) positions will be appointed by the Chief of Police. Dispatchers selected for CTO shall perform those duties in addition to their regularly assigned duties. The Chief of Police shall maintain absolute discretion with respect to CTO assignments and their duration. CTOs shall receive CTO assignment pay for the duration of time that there is a trainee in the program. CTO pay will cease when the assigned trainee is no longer in the program. The Chief of Police will give the dispatcher two weeks' notice if he/she decides not to renew or terminate the CTO appointment during the employee's assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an CTO assignment and the corresponding assignment pay at any time. A CTO's schedule may be moved to accommodate a trainee's schedule regardless of the CTO's years of service.

6.3.6. Canine Officer.

The Chief of Police may appoint up to two (2) sworn employees to the assignment of Canine Officer. The Chief of Police must consider an employee's experience, education, certificates and the employee's ability to proficiently perform the additional duties required of the assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate the Canine Officer assignment(s) and the corresponding assignment pay at any time.

ARTICLE 7. HOURS OF WORK AND OVERTIME

Section 7.1: Hours of Work. Employees' hours of work are determined by classification, generally as follows:

a. The basic City work week for employees shall consist of forty (40) hours in a seven (7) day work period (Saturday through Friday).

b. Dispatchers and Community Service Officers will generally work four (4) ten (10) hour days as scheduled.

c. Police Records Technicians will generally work a nine (9) day eighty (80) hour schedule (Eight 9-hour days and one 8-hour day).

d. Sworn Officers shall work four (4) ten (10) hour consecutive days followed by three (3) consecutive days off. Patrol officers will generally work a four (4) day, ten (10) hour work schedule. However, in its discretion and based upon business necessity, management may exercise the option to assign a patrol officer(s) to work a six (6) day, twelve (12) hour and one (1) day, eight (8) hour work schedule.

If it does not interfere with business operations and effective service to the community, and subject to staffing levels, SPOA may request that the duty schedule be changed to a six (6) day, twelve (12) hour and one (1) day, eight (8) hour work schedule. SPOA will give notice and meet and confer with the Police Chief, or their designee, to negotiate any Department-wide duty schedule changes. The Police Chief will implement any proposed schedule change only with the City Administrator's approval.

Section 7.2: Schedules. The Department shall establish a work schedule that provides appropriate staffing levels that serve the community's best interest while recognizing the well-being of the employees. The Department shall endeavor to publish each month's schedule no later than three (3) weeks before the first day of the month. Employees shall endeavor to submit their planned scheduled vacation requests no later than four (4) weeks before the schedule is created. (Subject to Article 14 [Vacation]). This clause shall not preclude an employee from requesting time off after the schedule has been made, but the time off will not be guaranteed. Once the schedule is published, officers shall choose their schedule by seniority (as set forth in Article 24). The schedule shall be subject to change to meet the needs of the Department, as determined by the Chief of Police.

Section 7.3: Shifts. There shall be only two shifts - one night, and one day. These two shifts will be identified by the Chief of Police or their designee at the time the shift bid is published.

Employees shall not be assigned to, nor permitted to stay on, either the night shift or the day shift for more than three consecutive years. Day shift is between 0500-1700 hours or otherwise occurs during mostly daytime hours. Night shift is between 1700-0500 hours or otherwise occurs during mostly nighttime hours.

Section 7.4: Employees Subject to Shift Change. Within the first two years of an employee's hire date, the Department shall have the discretion to change the employee's shift assignment for the employee's development, regardless of seniority, which shall be noted in the shift bid.

Section 7.5: FTO Accommodation of Trainee's Schedule. An FTO's schedule may be changed to accommodate a trainee's schedule regardless of the FTO's years of service. Such move will only be temporary as needed and the FTO will be returned to their regular shift as soon as is practicable.

Section 7.6: Shift Selection by Seniority. Except as otherwise provided in this Article, shift selection shall be done strictly by seniority (based on "anniversary date" as set forth in Article 24). Notwithstanding any other provision, the Chief of Police shall retain the discretion to maintain adequate staffing to meet the needs of the community and the Department, as set forth in Section 7.2.

7.6.1. Shift Selection Process for the Patrol Division. In November of each year, a shift selection schedule shall be published for the Patrol Division, which shall provide for shift selection according to seniority. Shift selections shall be in four (4) month increments as follows: January through April, May through August, and September through December. New shifts shall begin on the first day of a new pay period.

7.6.2. Shift Selection Process for the Dispatch/Records Division. In November of each year, a shift selection schedule shall be published for the Dispatch Records Division, which shall provide for shift selection according to seniority, Shift selections shall be in three (3) month increments, as follows: January through March, April through June, July through September, and October through December. New shifts shall begin on the first day of a new pay period.

7.6.3. Shift Selection During Staffing Shortages. The shift selection processes set forth in this Section may be postponed due to staffing shortages after consultation with the affected employees and upon employees within the specific affected Division voting to postpone shift selection by a majority vote. If a majority of the employees within the affected Division do not vote for postponement, shift selection shall proceed as set forth in Sections 7.6.1. and/or 7.6.2 and vacancies will be filled by employees from the applicable Division on an overtime basis, as needed, in accordance with Section 7.8 (Overtime). Notwithstanding the foregoing, if overtime is burdensome for certain employees, the schedule shall be subject to change to meet the needs of the Department, as determined by the Chief of Police.

Section 7.7: Meal and Rest Periods. Rest periods of fifteen (15) minutes for each half of the employee's workday and lunch periods of forty-five (45) minutes per ten (10) hour shift shall be allowed.

Section 7.8: Overtime.

7.8.1. Overtime Rate. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked beyond the employee’s regularly assigned shift. In no event shall any employee be compensated more than one and one-half (1.5) times the employee's regular rate of pay, regardless of whether minimum

compensation provisions overlap with each other and/or the employee's scheduled shift (e.g., court time, call-back, etc.).

7.8.2. Unapproved Overtime Prohibited. Overtime shall be approved in advance by the Chief of Police or their designee. No unofficial overtime shall be allowed. Under emergency or disaster conditions, as proclaimed by the City Council, the provisions of this Article shall be suspended.

7.8.3. Mandatory Overtime. The Department shall endeavor to schedule mandatory overtime at the earliest possible opportunity, to the extent the shift cannot be filled with voluntary overtime.

Section 7.9: Compensatory Time Off. An employee, at the employee's option, may request, through the Chief of Police, compensatory time off (CTO) in lieu of overtime pay for overtime hours worked. Employees' use and accrual of CTO shall be at the discretion of the Chief of Police to ensure adequate staffing levels to provide and maintain City services.

No employee may accrue more than one hundred (100) hours of CTO. Employees shall receive overtime pay for all hours worked after they have accumulated one hundred (100) hours of CTO.

ARTICLE 8. CALL OUT, ON-CALL, COURT TIME, AND OUT OF CLASSIFICATION WORK

Section 8.1: Call Out/Call Back.

8.1.1. If the Department "Calls Out" or "Calls Back" an employee to work at times other than the employee's normally scheduled work shift, the employee shall be paid for a minimum of three (3) hours of overtime, regardless of the actual amount of time spent working, at time and one-half for each Call Out or Call Back. An employee is deemed Called Out or Called Back if all the following conditions are met:

a. The employee left the work site after the end of their assigned work shift.

b. A person authorized to call the employee back to duty has done so.

c. The employee reported to duty as ordered.

When a Call Out or Call Back exceeds three (3) hours of work, then all hours worked during the Call Out or Call Back will be compensated pursuant to the overtime provisions. For example, when an employee is called out and works five (5) hours, the employee will be compensated for five (5) hours of overtime at time and a half.

8.1.2. When a Call Out or Call Back occurrence does not exceed three (3) hours of work and is succeeded by an appearance other than for a regularly scheduled work shift (e.g., Call Out, Call Back, Court, etc.), the three (3) hour minimum shall be paid at time and a half.

8.1.3. When a Call Out or Call Back occurrence does not exceed three (3) hours of work and is succeeded by the beginning of the employee's regularly scheduled work shift, the Call Out or Call Back period, up to the beginning of the work shift, shall be compensated pursuant to the overtime provisions only. When the regularly scheduled work shift begins, the employee will return to regular pay status. For example, when an employee is Called Out or Called Back two (2) hours prior to the beginning of their regularly scheduled work shift, the employee is paid for two (2) hours of overtime at time and a half.

Section 8.2: On-Call Pay. Employees, assigned to "On-Call" status, which requires their responsiveness and ability to quickly return to duty, shall be compensated in the form of two (2) hours of compensatory time off (CTO) at the employee's straight time pay rate for each twenty-four (24) hour On-Call period.

Employees receiving On-Call pay must be available for calls and capable of returning to duty immediately for the duration of their On-Call rotation.

Section 8.3: Court Time Compensation. Employee’s time in court shall be compensated at time and a half for time if such appearance is immediately following a regular work shift (extension of shift), or if such appearance is within one hour of the beginning of the employee’s regular work shift.

A.M. Time: A minimum of four (4) overtime hours shall be recorded for any such appearance prior to 1:00 p.m. for required court and related time at the Police

Department immediately prior to or following a court appearance when the appearance occurs outside of the employee's regularly scheduled work hours.

P.M. Time: A minimum of four (4) overtime hours shall be recorded for any such appearance after 1:00 p.m. for required court and related time at the Police Department immediately prior to or following a court appearance when the appearance occurs outside of the employee's regularly scheduled work hours.

An employee will be compensated two (2) hours of overtime when the employee has been scheduled for a court appearance that has been cancelled with less than 24 hours' notice.

Section 8.4: Out of Classification Work.

8.4.1. Employees temporarily assigned to work in a higher classification shall receive the first level, or step, in the Salary Plan for the classification or a five percent (5%) increase in current salary, whichever is greater, if said assignment goes beyond one (1) two-week pay period. Said pay will be retroactive to the first day the appointment was made. Such assignments shall only be for cases wherein the incumbent employee is on leave, or the position is vacant pending the completion of the employment process. Such assignments shall not normally exceed one hundred and twenty (120) calendar days from the day the temporary appointment was made.

8.4.2. The City shall have the option to extend the one hundred and twenty (120) calendar day period of working out of class for an additional sixty (60) calendar days if either of the following two (2) conditions are met: 1) the City has conducted the recruitment process for appointment to a vacancy and decides it is in the best interest of the City to conduct a second recruitment process; or, 2) the incumbent employee is on leave anticipated to expire subsequent to expiration of the aforementioned one hundred and twenty (120) calendar days, but prior to expiration of the aforementioned sixty (60) days. Said option shall be exercised, in writing, not later than the one hundred and twentieth (120th) calendar day after the employee is notified, as outlined above. In the event said option is not exercised, then any employees so temporarily assigned out of class shall cease to be so assigned and shall on the one hundred and twenty-first (121st) calendar day be considered to be returned to their regular assignment.

8.4.3. Such assignment will only apply to formal work/job classifications as adopted by the City Council. Such assignments shall only be made by the Chief of Police, with the written approval of the City Administrator.

ARTICLE 9. INSURANCE COVERAGE

Section 9.1: Current Employees. For the term of this MOU, the City agrees to provide medical, dental, vision, life, and long-term disability insurance coverage to current/active employees and their dependents, if any, as indicated by category and subject to the provisions below.

Section 9.2: New Hires. For new hires, medical, dental, vision, life, and long-term disability insurance coverages, as set forth below, become effective on the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day of the month, in which case coverage is effective immediately.

Section 9.3: Termination of Benefits. All medical, dental, vision, life, and long-term disability insurance will end for terminating employees and their dependents, if any, upon the employees' date of separation from the City, unless the terminating employee elects COBRA coverage for applicable insurance.

For any regular full-time employee on a leave of absence for more than one month, medical, dental, vision, life, long-term disability insurance, and retirement benefits provided by the City shall cease to be provided upon the expiration of the employee's sick leave, holiday, vacation accrual, and CTO balances, subject to the provisions of State and Federal law. If the Employee elects medical, dental, vision, and life insurance, it shall be paid at the COBRA rate; payment from the Employee shall be due monthly in advance. Payment may be prorated, as appropriate.

Section 9.4: Medical Insurance.

9.4.1. For the term of this Agreement, all employees in regular full-time positions shall be eligible to participate in medical insurance programs authorized and paid by the City subject to the following:

9.4.2. Each employee will contribute twenty percent (20%) to the monthly premium costs of the City-selected medical plan that the employee chooses for employee and employee's dependents, if any, via bi-weekly payroll deductions.

9.4.3. Employees, whose dependents have coverage elsewhere and elect to discontinue dependent coverage or who currently have no dependent coverage, will receive $150.00 additional taxable compensation per pay period. Employees must provide proof of current medical coverage under another plan. For employees who elect to add a new dependent or re-enroll a previously dropped dependent, the in-lieu pay will end at the conclusion of the pay period preceding the addition of the dependent. For instance, if an employee adds a new dependent on March 1, and the prior pay period ends in February, the employee's last in-lieu pay would be for the pay period ended February 24.

There will be no proration of in-lieu pay. Employees who currently have dependent coverage may delete dependents only if they are able to show that their dependent(s) has medical coverage elsewhere, or is no longer eligible for coverage (e.g., dependent child who has reached the maximum allowed age for coverage, divorce of spouse, death of dependent, etc.). If the dependent has other health care coverage, the employee must provide the City with the appropriate documentation, including a copy of the dependent's coverage card, showing proof of coverage.

During December of each year, employees who do not have dependent coverage will be required to submit the appropriate information indicating that they either have no dependents to cover, or their dependents have coverage elsewhere.

Employees who elect to add a new dependent(s) or re-enroll a previously dropped dependent, shall do so under the criteria of the City's current medical plan.

Employees electing to take the cash in lieu of medical insurance will still be eligible to receive dental insurance and the vision care program at no cost for themselves and dependents.

9.4.4. Employee and Dependent Enrollment/reenrollment shall be subject to the following conditions:

a. For employees who elect to enroll or re-enroll themselves and/or dependents, as applicable, in the City's plan, the in-lieu pay will end at the conclusion of the pay period preceding re-enrollment. For instance, if an employee enrolls a new dependent in the plan on March 1, and the prior pay period ends in February, the employee's last in-lieu pay would be for the pay period ended February 24.

b. Employees who elect to enroll or re-enroll themselves or their dependents in the City's plan shall do so under the criteria of the City's current medical plan.

Section 9.5: Vision Program. The City shall provide employees covered by this Agreement and their dependents, with a vision care program at the City's expense and pay 100% of whichever plan it selects.

Section 9.6: Dental Program. The City shall provide employees covered by this Agreement and their dependents with dental coverage up to $1,000.00 per person per calendar year pursuant to the City's selected plan.

Section 9.7: Life Insurance. During the term hereof, the City shall provide, and pay premiums for, $50,000.00 group life insurance for employees: $25,000.00 spouse and $10,000.00 dependent for non-sworn personnel.

Section 9.8: Long Term Disability. The City will provide for employees' long-term disability insurance for the term of this Agreement as follows:

9.8.1. Non-sworn personnel. The City agrees to provide and pay for long-term disability insurance for non-sworn personnel within this bargaining unit.

9.8.2. Sworn personnel. SPOA represents to the City that sworn employees will purchase, at their own expense, Long Term Disability, Life, Accidental Death and Dismemberment and Dependent Life Insurance from PORAC through SPOA. SPOA acknowledges enrollment is mandatory for all SPOA sworn members and represents it will enroll all sworn members in PORAC's insurance. SPOA is responsible for the administration of changes in enrollment, eligibility, premium payment, and benefit management. The City is not responsible for administration of this plan nor is it responsible to SPOA or any member for SPOA failing to enroll any member in PORAC's plan.

The City will administer bi-weekly payroll deductions and generate a payment to the SPOA bi-weekly after each payroll deduction is generated. Initial enrollment and any changes in the deduction will be effective at the beginning of a pay period and SPOA must notify the City thirty (30) days in advance of any enrollment or changes.

Section 9.9: Hepatitis B Vaccine. All employees are required to have a Hepatitis B Vaccine, to be paid by the City. If an employee tenders to the City proof of previously having had the vaccine, another vaccine will not be required. Exemptions from this requirement will be given for sincerely held religious or personal convictions. In such case, said employee will sign a written statement verifying their intention or reason why they are not having the Hepatitis B Vaccine.

ARTICLE 10. CERTIFICATE AND EDUCATION INCENTIVES

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 their base salary for possession of any of the following valid P.O.S.T. Certificates:

a. Basic P.O.S.T. (Only for Police Officers whose first date of paid service within the SPOA Unit was prior to July 1, 2013. Certificate eliminated for all Police Officers 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)

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

Sworn employees shall receive a five percent (5%) increase in their base salary for possession of an Advanced P.O.S.T. Certificate, which is not cumulative with other Certificates and subject to the limitations set forth in Section 10.3.

All employees who are working in a supervisory position shall receive an additional two and one-half (2.5%) increase in their base salary for possession of a Supervisory P.O.S.T. Certificate, subject to the limitations set forth in Section 10.3. The increase shall be automatic upon the Chief of Police's verification and their submission of the appropriate documentation to the City Administrator.

Section 10.2: Degree Incentive Pay. Subject to the limitations set forth in Section 10.3, employees shall receive an increase to the employee's base salary for completion of education from an institution accredited by the U.S. Department of Education as follows:

a. Associate's Degree (or equivalent)[1] - 2.5% increase
b. Bachelor's Degree - 5.0% increase
c. Master's Degree - 7.5% increase

All employees shall only be compensated for the highest degree obtained; the incentive shall not be cumulative. For example, if on the effective date of the Agreement, an employee has attained a bachelor's degree, the employee's salary would increase by 5.0%. If the employee subsequently attains a master's degree, the employee's salary would increase 2.5%, for a total of 7.5%. 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.

The Chief of Police shall submit the appropriate documentation to the City Administrator, in the form of a copy of the original degree or a letter from the college granting said degree. The City Administrator or their designee retains discretion as to whether the degree, or the educational institution conferring the degree, is valid for the purpose of the incentive pay described herein. The City Administrator or their designee may require the employee to provide additional or clarifying information. The City Administrator or designee shall not unreasonably withhold degree incentive pay.

[1] Equivalency requires that an employee must submit their accredited college and/or University transcripts to an accredited community college or university Advisor or Counselor. If the Advisor/Counselor determines the units are equivalent to a Community College associates degree, written substantiation from the Advisor/Counselor, along with a copy of transcripts, may be submitted to the Chief of Police, who will then forward them to the City Administrator. Upon receipt, the City Administrator, subject to verification, will authorize the associated degree education incentive pay to be effective the subsequent pay period from their receipt.

Section 10.3: Limitations on Education and Certificate Incentive Pay. Employees may receive a maximum of 20% of base salary for all certificates, degrees and other education incentives combined. SPOA acknowledges this cap is subject to further reductions subject to pending negotiations between Tuolumne County and the Tuolumne County Deputy Sheriffs' Association. For employees hired after the execution of this agreement, certificates and degrees required for the employee's position pursuant to the applicable job description shall not be eligible for incentive pay for those certificates and/or degrees.

Section 10.4: PERS/Taxable. In accordance with the law, the education incentive shall be included in the Employee's base pay and is considered reportable salary to PERS and taxable pursuant to state law.

Section 10.5: Tuition Reimbursement. Once an employee has successfully completed a course (or obtained a certificate) approved in advance by the Chief of Police in writing, the City will reimburse the employee up to a maximum of 50 percent (50%) of the fees and costs incurred by the employee in obtaining the certificate, such as the cost for tuition and books and registration expenses. Travel time, time in class, gas, parking fees, mileage, and meal costs are explicitly not subject to City reimbursement.

The employee is responsible for obtaining the Chief of Police's express written authorization for the specific certificate/course proposed by the employee and for obtaining the Chief's determination as to which fees/costs are subject to partial reimbursement from the City, and to what degree, before making any expenditures. The employee is responsible for the remaining percentage (minimally 50%) of the fees/costs, as determined by the Chief in advance, and is responsible for one hundred percent (100%) of the non-reimbursable expenses. The employee must submit proof of all reimbursable costs/fees and proof of course or certificate completion.

The Chief of Police, in their sole discretion, determines the merit of the courses/certificates proposed by the employee and the percentage of fees/costs subject to reimbursement upon the employee's successful completion. Costs/expenses incurred by an employee for courses they did not complete are not reimbursable, regardless of type.

ARTICLE 11. SICK LEAVE

Section 11.1: Sick Leave Accumulation. Employees shall accumulate sick leave at the rate of one (1) day per month, eight (8.0) hours per calendar month. (8.0 x 12 = 96.0/ 26 pay periods = 3.70 hours per pay period). An employee may accumulate Sick Leave without limitation. However, employees may accumulate a maximum of four hundred and eighty (480.0) hours of compensable Sick Leave (240 hours at full-salary and 240 hours at half-salary) for the purpose of service retirement, as set forth below.

Section 11.2: Rate of Pay. The rate of pay for Sick Leave shall be based upon the Employee's current rate of pay.

Section 11.3: Sick Leave Use. Employees may use their accumulated Sick Leave for paid time off work due to illness or injury. Employees may be granted leave with pay, or leave without pay, when the absence is required because of illness or injury of a member of the immediate family subject to the following:

a. Employees shall use Sick Leave on an hour-for-hour basis. For example, an employee assigned to a ten (10) hour shift shall utilize ten (10) hours of Sick Leave accrual in order to take one shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of Sick Leave accrual in order to take one shift off.

b. If an employee uses Sick Leave to account for less than a full shift, the Sick Leave must be rounded up to the nearest fifteen (15) minute increment (e.g. if an employee is absent for twenty 20 minutes, they shall record thirty (30) minutes of Sick Leave.

Section 11.4: Sick Leave Cash-Out. Employees with ten (10) years of continuous, full-time, permanent employment with the City are eligible to cash out a maximum of two hundred and forty (240) accumulated Sick Leave hours at their full-salary rate and an additional two hundred and forty (240) hours of accumulated Sick Leave hours at one half (1/2) their full salary rate upon their termination from City service, including service retirement.

Section 11.5: Conversion of Unused Sick Time to Vacation. At the end of each Fiscal Year, each employee shall have the option of accumulating unused Sick Leave or, in the alternative, employees may convert all unused sick leave from the previous Fiscal Year to additional Vacation Time pursuant to the following provisions: In the event

of a conversion from Sick Leave to Vacation Leave, not less than one hundred percent (100%) of an employee's unused Sick Leave for the previous fiscal year can be traded.

a. If Sick Leave is converted to Vacation time, it shall be converted at the rate of (2) days of Sick Leave for one (1) day of Vacation Leave or the equivalent.

b. The maximum amount of Vacation accumulation permitted by years of service, as set forth below, shall not be exceeded by operation of any Sick Leave conversion: employees who have reached their maximum accrual may not exceed it through trade.

Section 11.6: Probationary Employees/ Sick Leave. Probationary status employees may take sick leave as earned and may be given advance sick leave of up to two (2) weeks upon the City Administrator's written approval for emergency situations.

Section 11.7: Sick Leave Donation. An employee may donate up to 16.0 hours of sick leave per year to another SPOA employee under the following conditions:

a. The recipient employee must have exhausted all their leave balances.

b. Donating employees retain a minimum Sick Leave accrual balance of 80.0 hours. If an employee has less than 80.0 hours of Sick Leave accrual, that employee will not be eligible to donate.

c. The recipient employee cannot exceed a maximum of five hundred and thirty (530.0) hours annually (3 months) from the date the request was made.

d. It is the SPOA's responsibility to ensure that all donors remain confidential.

ARTICLE 12. APPROVED LEAVES

Section 12.1: Bereavement Leave. In the event of a death in the employee's immediate family, as defined by the City's Personnel Rules & Regulations, or of other close relatives as defined by law. The City may grant an employee a leave of absence in accordance with the law, and with pay up to thirty (30) hours per occurrence. Time not worked because of such paid bereavement leave shall not adversely affect the accrual of regularly assigned leave (e.g., vacation, sick leave, holiday pay, etc.)

Section 12.2: Medical Leave. Employees may be granted a leave of absence from work due to an immediate family member's illness or injury and when the employee's presence is necessary for the care of that ill/injured immediate family member or for their own illness or injury, subject to the applicable provisions of State and federal law, Section 14.4, and the following:

a. Employees shall first utilize their Sick Leave balances to account for the leave. Employees may use a maximum equal to the current year's accrual for the purpose of family sick leave.

b. All leaves of absence must be approved by the City Administrator in writing. The Chief of Police or City Administrator may require a written statement from an attending physician or dentist stating the employee able to resume their duties. The City may prescribe forms to be used for said statement. Said forms shall be completed by the physician or dentist certifying the employee may resume their duties without restriction prior to the employee being allowed to return to work.

Employees may also be granted a leave of absence with pay, or leave of absence without pay, when the absence is required because of illness or injury of the employee, and the employee is unable to request said leave of absence. All leaves of absence must be approved in writing by the City Administrator.

Section 12.3: Jury Duty Leave. Each probationary or permanent full-time employee required to report for jury duty shall be granted leave of absence upon presentation of the notice to appear for jury duty to the Chief of Police. Employees shall make every effort to give advance notice of jury duty to the Chief of Police. The employee must also provide evidence establishing they were performing jury duty for any time missed from work due to such duty. The Chief of Police shall make the appropriate notifications to City Administration.

The employee shall receive their full regular pay for the time served on a jury that falls within their regular assigned shift. Additionally, any fees the employee received from the court for such duty, including compensation, mileage, and subsistence allowances will be retained by the employee.

Section 12.4: Approved Extended Leaves of Absence. A Leave of absence is a privilege that may be granted to regular, full-time employees in good standing wishing to leave City service for a limited period not to exceed ninety (90) days or, in special circumstances, up to one (1) year. Employees must submit a request for a leave of absence in writing to the City Administrator, who shall confer with the Chief of Police. All leaves of absence and their duration must be approved in writing by the City Administrator.

In the event an employee leaves City service for a significant period, the Chief of Police may require the employee to attend refresher training, including a period of supervision by an FTO/CTO.

In the event the employee does not return to work after the approved leave period has expired, they shall be considered to have resigned from City employment. If the employee seeks re-employment with the City thereafter, and is re-employed, the employee will be considered a new employee, who must go through the complete in-processing procedure.

Section 12.5: Leave for Training. Employees attending Department-assigned training shall be compensated as though the employee was working a normal workday, workweek, or pay period.

Section 12.6: Workers' Compensation. Employees' workers' compensation benefits shall be pursuant to applicable State law.

ARTICLE 13. HOLIDAY IN LIEU TIME

Section 13.1: Holiday In Lieu Accrual. Actual Holidays will not be recognized: employees may use their accrued Holiday-in-Lieu hours to take time off on the date a holiday falls or at another time during the year. Employees are allowed a maximum accrual of one hundred twelve (112.0) hours (fourteen (14) holidays) of Holiday in Lieu time per year, which is accrued at the rate of 4.31 hours of Holiday-In-Lieu time per pay period. A day of mourning declared by the President of the United States or the California Governor shall be recognized and treated as a holiday and such time will be added to employees' accrual.

Section 13.2: Holiday Time Use. Employees' use of accrued Holiday time shall be in accordance with the following:

a. Employees must use their Holiday in Lieu time off within the fiscal year (July 1 through June 30) it is earned. Management shall make every effort to schedule Holiday in Lieu time off in accordance with employee's schedules, the Department's operational needs, and with due regard to the employee's time-off request.

b. Holiday in Lieu hours shall be used on an hour-for-hour basis. For example, an employee assigned to a ten (10) hour shift shall utilize ten (10) hours of Holiday in Lieu accrual to take a shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of Holiday in Lieu accrual in order to take a shift off.

Section 13.3: Holiday in Lieu Cash-Out. Employees are expected to use their accrued Holiday in Lieu hours within the fiscal year they are earned (July 1 through June 20). However, if at the end of the fiscal year, an employee has accrued Holiday in Lieu hours in excess of one-hundred and twelve (112) hours, any hours in excess of one-hundred and twelve (112) will be paid out at the employee's regular rate of pay on the first full pay period in July. Unlimited Holiday accrual is not permitted.

ARTICLE 14. VACATION

Section 14.1: Annual Vacation Scheduling.

Full-time employees in the Patrol Division and/or the Dispatch/Records Division shall be entitled to submit annual vacation requests in November of each year. Employees may request up to two (2) consecutive weeks of vacation or eighty (80) intermittent vacation hours off for the upcoming year. Requests shall be accommodated based on seniority ("anniversary date"). Vacation periods granted to employees pursuant to this section shall take precedence over vacation requests made pursuant to Section 7.2.

The Chief of Police (or designee) will develop and publish an annual vacation schedule based on employees' seniority-based requests in November. Employees shall be notified of the schedule before it is published. Said schedule may be changed by an employee or the City to meet appropriate levels of staffing or when it is in the best interest of the City.

Section 14.2: Maximum Vacation Accrual. Beginning upon employment, full-time, permanent employees continually earn vacation time, which they accumulate from year-to-year until they have banked twice their annual accrual rate, as set forth below. No employee shall accrue vacation time beyond two (2) years' accruals. Once an employee has accumulated twice their annual vacation accrual rate, the employee shall not accrue more vacation time until they use vacation time so that their banked hours fall below their maximum accumulation. For example, an employee with three (3) years of service may accumulate/bank a maximum of one hundred and sixty (160) hours of vacation time. Upon reaching 160 hours, the employee will not accrue more vacation time until they use vacation time and fall below the 160-hour threshold. Any exception to the maximum vacation accrual level set forth herein must be approved by the City Administrator.

Section 14.3: Vacation Accrual Rates. Employees accrue vacation time at the rates set forth below are based upon their total years of law enforcement service. Previous service with a public law enforcement agency as a dispatcher or a sworn peace officer (as defined by Penal Code Sections 830 et seq.) may be credited as "law enforcement service" for purposes of years of service/vacation accrual at the discretion of the City Administrator and subject to verification. The annual vacation earned by employees is as follows:

Vacation Accrual Based on Years of Service

0-3 years of service: 80 hours (3.08 hours per pay period)

4-9 years of service: 120 hours (4.62 hours per pay period)

10+ years of service: 160 hours (6.16 hours per pay period)

Section 14.4: No Vacation Accrual During Leave of Absence. Any employee on official leave of absence without pay shall not earn nor accumulate vacation leave. If a break in service occurs, and an employee returns to their position, said employee will accumulate vacation as a new employee, unless otherwise required by law.

Section 14.5: Vacation Use. Vacation time may be used by employees after they have completed six (6) months of continuous service. Vacation time shall be used on an hour-for-hour basis. For example, an employee assigned to a ten (10) hour shift shall utilize ten (10) hours of their accrued vacation time in order to take one shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of their accrued vacation time in order to take one shift off.

Section 14.6: Appeal of Denied Vacation Request. If an employee submits a vacation request thirty (30) or more days in advance of the requested day(s) off, and the Department denies the request, the employee may meet with the City's Negotiation Committee and the Police Chief to appeal said denial, however, such a denial shall not be subject to the grievance process.

ARTICLE 15. RETIREMENT

For the term of this Agreement, the City shall continue to make contributions to the California Public Employees' Retirement System (CalPERS) in accordance with its contract with CalPERS for employees covered by said contract and in accordance with the Public Employees' Retirement Law and the Public Employees' Pension Reform Act and any other applicable laws and regulations.

ARTICLE 16. ALLOWANCES

Section 16.1: Uniform Allowance.

16.1.1. The uniform allowance for the term of the MOU will be $1,500.00 annually, to be distributed bi-annually: $750.00 to be received on the first pay date in July and $750.00 to be received on the first pay date in December.

16.1.2. New employees, as well as employees who retire or separate from City service during the calendar year, shall be paid on a prorated basis. The uniform allowance will be paid via a separate payment from the regular payroll check.

16.1.3. Uniforms damaged in the line of duty shall be replaced on a prorated basis depending on the age of the garment, as determined by the Chief of Police.

16.1.4. Uniforms are to be kept in a presentable condition and must meet standards set by the Chief of Police, who will perform mandatory quarterly inspections.

Section 16.2: Lateral Relocation Allowance. Upon successful completion of ninety (90) calendar days of service and successful completion of Field Officer Training, a lateral hire shall be reimbursed up to $2,500.00 of the costs they have incurred relocating to Tuolumne County from outside a 50-mile radius. This provision shall not

apply to any lateral entry applicant currently employed by a law enforcement agency located within Tuolumne County.

ARTICLE 17. BILINGUAL PAY

A maximum of two (2) Regular permanent or probationary employees designated by the City to use their bilingual skills to act as interpreters shall receive a pay differential of 2.5% per hour for hours worked in the capacity of a bilingual interpreter, including overtime hours. The City shall formulate policies and procedures for administering examinations to verify an employee's language and communication skills.

The City will pay bilingual compensation pursuant to this Section for all hours worked in the capacity of a bilingual interpreter for which certification and/or successful completion of the required examination was attained. Employees that provide bilingual services for more than one language are not eligible to receive additional bilingual compensation for the additional language(s).

ARTICLE 18. GRIEVANCE PROCEDURE

Section 18.1: Purpose. The grievance provisions herein serve the following purpose:

a. To promote improved employer-employee relations by establishing grievance procedures on matters stipulated below.

b. To provide that grievances shall be heard and settled as informally as possible.

c. To enable grievances to be settled as promptly and as nearly as possible to the point of origin.

d. To afford employees individually, or through a representative, a systematic means of resolving disputes.

Section 18.2: Definition of Grievance. A grievance is defined as any dispute between an employee or SPOA and management and/or the City involving the interpretation or application of this Agreement, matters within the scope of representation, and such rules & regulations presently in force or as may from time-to-time be adopted by the City. The grievance provisions set forth herein apply to employees in lieu of the grievance procedure set forth in the City of Sonora Rules and Regulations, as amended from time-to-time.

Section 18.3: Conduct of Grievances. The following provisions shall apply to grievances brought under this Article.

a. An employee may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review, the employee may be represented by the Association or its designated representative(s), or the employee may represent themselves. The person or entity bringing or advancing the grievance shall be referred to hereinafter as the “grievant(s).”

b. If the grievant is represented, the grievant/representative may designate the person responsible for receiving Department/City communications relative to the grievance. If no recipient is designated, the Department/City may affect service by delivering any operative document to either the grievant or their representative.

c. All grievance resolution activities scheduled by the City during regular duty hours shall be compensated at the employee's regular rate of pay. All employee grievance activities during off-duty hours shall not constitute hours worked and will not be compensated, subject to the provisions below.

d. Grievants and their Association representatives shall be allowed reasonable release time from duty for grievance-related activities, such as attending grievance meetings with management/City. The time employees spend at mandatory appearances related to a grievance, such as when compelled to testify, is considered hours worked. If an employee’s presence is not mandatory (e.g., attendance is at employee's discretion), then said time shall not constitute hours worked and will not be compensated.

e. SPOA representatives shall provide their supervisors reasonable notification in advance of any grievance meeting they intend to attend if such an appearance is scheduled during their regular work hours.

f. Any retroactive monetary damages claimed as part of a grievance shall be limited to the incident giving rise to the grievance and shall be consistent with the time limits set forth in Step 1 of the procedure below.

g. The time limits specified are counted in calendar days and may be extended to a definite date by mutual agreement of the parties if confirmed in writing. Should the grievant fail to adhere to any deadline prescribed below, of fail to adhere to a mutually extended deadline, the grievance will be considered withdrawn, and the Department/City shall have no obligation to process it further.

h. For the purposes of these grievance provisions, “writing” includes email correspondence, and the parties may advance the grievance or respond to the grievance at each step via email.

i. Should the Department/City fail to respond within the time allotted below, the grievance will be deemed denied as of the last day prescribed for such response, Accordingly, the Grievant may proceed to the next step within the time prescribed for that step.

j. Employees shall be free from reprisal for using the grievance procedure.

k. An employee may choose to process their grievance without involving SPOA. Should the employee proceed without SPOA’s involvement, They release SPOA from all responsibilities and obligations relative to the grievance.

Section 18.4: Grievance Procedure. It is the policy of the City that all grievances relating to this Agreement, City Rules & Regulations, and matters within the scope of representation, be resolved at the lowest level of supervision possible. Should informal supervisor resolution not be possible, grievances shall be resolved as follows:

a. The grievant, with or without an SPOA representative, shall discuss the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days of the event or occurrence giving rise to the grievance or when the grievant knew or should have known of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within five (5) calendar days.

b. If the grievance has not been settled at Step A, the grievant or the grievant’s representative shall present the grievance in writing to the Chief of Police within seven (7) calendar days after the supervisor's response is due. The written grievance shall contain a factual assertion setting forth the dispute at issue, including dates, and a statement setting forth the relief or action sought by the grievant sufficient to allow the Chief of Police to make an informed decision. The Chief of Police shall respond to the Grievant in writing within five (5) calendar days.

c. If the grievance remains unresolved, the grievant or the grievant’s representative may submit the grievance in writing to the City Administrator within seven (7) calendar days of the Chief of Police’s Step B response. The grievant/representative shall attach the Step B written grievance and the Chief of Police’s response to the Step C grievance to the City Administrator. The City Administrator, at their discretion, may meet with the grievant and the grievant’s

representative, if any, prior to deciding whether to sustain or deny the grievance. The City Administrator shall respond in writing to the grievant within seven (7) calendar days.

d. If the grievant is not satisfied by the City Administrator's response, the grievant or the grievant's representative may bring the matter to the attention of the City Council via an agendized oral presentation to the Council or the grievant and representative may appear in closed session at the Council's next regularly scheduled meeting. The grievant shall provide the Council with the Step B and C submissions and responses. Oral argument to the Council shall be limited to the circumstances and merits of the grievance and shall specifically exclude any irrelevant evidence. The Chief of Police and/or City Administrator may appear at any Council meeting relative to the grievance and either or both may present arguments relative to the grievance. The City Council may respond immediately to the grievant or it may take the matter under submission and provide a response via City staff as soon as possible. The City Council's response shall be the final administrative decision.

ARTICLE 19. REPRESENTATIVE RELEASE TIME AND ASSOCIATION MEETINGS

Section 19.1: Representative Release Time for Meetings. The City shall permit SPOA a reasonable number of SPOA representatives time off with pay to meet with management to discuss grievance resolution or to negotiate with management over subjects of bargaining and for the purpose of representing employees in the grievance process. A representative shall request time off from their supervisor in advance of any meeting subject to this provision and notify them of the meeting's duration. In no case will an employee's attendance at a meeting cause disruption to City services.

Section 19.2: Association Use of City Equipment. The Association will not use City equipment or supplies for Association business unless the City Administrator has granted prior approval, and the Association pays reasonable and customary expenses.

Section 19.3: Employees' Attendance at Association Meetings. Generally, employees should not attend Association meetings during their on-duty hours. Employees may attend Association meetings within City limits while on-duty if they do so while on break, if their attendance does not disrupt City services or the employee's productivity, and if their supervisor approves of their attendance in advance. In no case

will overtime be authorized so that an employee may “catch-up” on any work not accomplished because of their attendance at an Association meeting. Off-duty personnel will not be compensated for attending Association meetings. The Association may hold its meetings on City premises, if scheduled in advance.

Section 19.4: Notification Upon Change of Representative. Should the Association change its designated representative(s), it shall notify the City Administrator, in writing, at least one week in advance of the effective date of the change.

ARTICLE 20. DUES DEDUCTION

Section 20.1: Payroll Deduction. Payment of dues shall be by payroll deduction upon SPOA’s Board Chair’s written certification to the City that an employee has signed a deduction authorization. The City will deduct the appropriate dues from the employee’s pay and will remit such fees to SPOA for the term of this Agreement. Should a dispute arise concerning the existence or terms of any employee’s authorization to deduct dues, SPOA will provide a copy of the authorization at issue to the City.

Section 20.2: Changes to Deductions. Employee requests to revoke or change deductions must be directed to SPOA. Deductions will continue unless SPOA provides the City written notice of the revocation or modification.

Section 20.3: Hold Harmless. SPOA agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of employees pursuant to this section or pursuant to any authorized insurance or benefit program. SPOA will further indemnify the City against any unusual costs in implementing these provisions.

ARTICLE 21. APPOINTMENTS TO VACANCIES

Section 21.1: Original Appointments. All original appointments to position vacancies shall be made solely on the basis of merit, efficiency, and fitness. These qualities shall be determined through careful and impartial evaluation of the following:

1. The applicant's level of training relative to the requirements of the position for which they have applied; and

2. The applicant's level of education relative to the requirements of the position for which they have applied; and

3. The results of an oral interview and/or an examination, if any.

Section 21.2: No Discrimination. No question in any examination or in any application form or by any appointment power shall be so framed as to attempt to elicit information concerning protected classes, as defined in the California Fair Employment & Housing Act, the Federal Civil Rights Act, Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Rehabilitation Act, and all impending and future regulations regarding protected classes, for the purpose of employment discrimination.

Section 21.3: Information Subject to Investigation. All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment.

Section 21.4: Employee Application Encouraged. City Employees are encouraged to apply for any vacant position for which they feel qualified. Such applications will be considered without prejudice to their present positions.

Section 21.5: Notice to Employees of Vacancies. The City will initiate the recruitment process for appointments to vacancies by providing a written notice of the vacancy to all full-time regular employees. For the purposes of this section, a position will be considered to be vacant when: 1) a formal, written resignation is received by the City and/or the City has been verbally informed by an employee of an intention to soon cease employment with the City; 2) a formal termination of employment action has been taken by the City Council; or 3) a new position/classification is created by the City Council. Said notice shall be by memorandum, through regular interdepartmental distribution methods. Advertising of a vacant position(s) will commence at the same time as said notices are distributed.

Section 21.6: Employees Given First Consideration. Full-time regular staff will be given first consideration at any point in the recruitment process if the full-time regular staff person and the qualifications of the other applicants are equivalent, as determined by the City Administrator.

Section 21.7: Physical Examination Required Before Appointment. An examination by a licensed physician will be required before appointment of a newly hired full-time employee. The City Administrator may establish physical or medical standards for any class. Failure of a candidate to achieve the minimum standard will disqualify themselves.

ARTICLE 22. PROBATIONARY PERIODS

Section 22.1: Probationary Period for New Sworn Personnel. The probationary period for new sworn police personnel will be eighteen (18) months, which includes time enrolled and actively participating in courses at the California Commission on Peace Officer Standards and Training Basic Police Academy.

Section 22.2: Probationary Period for Sworn Lateral Hires. The probationary period for lateral sworn police personnel, who have already graduated from the Academy, will be twelve (12) months.

Section 22.3: Probationary Period for Non-Sworn Personnel. The probationary period for non-sworn personnel will be twelve (12) months.

Section 22.4: Probationary Employees At-Will. Probationary employees are at-will, meaning they can be dismissed at any time, with or without cause. Nothing in this MOU shall be construed to create an appeal right for probationary employees and they are expressly excluded from the disciplinary appeal provisions and the grievance procedure.

Section 22.5: Extension of Probation. The Chief of Police, with the concurrence of the City Administrator, may extend an employee's probationary period upon notice to the employee.

ARTICLE 23. LAYOFF

If employees in any of the classes covered by the Agreement are laid off for economic reasons, the order of layoff shall be as follows:

1. Provisional/Temporary employees
2. Probationary employees
3. Permanent employees in inverse order of seniority (see Article 24).

Employees laid off shall be placed on a re-employment list which shall remain in effect up to one (1) year after said layoff. Re-employment shall be determined by years of service and evaluation of work record/performance.

ARTICLE 24. SENIORITY

Seniority, for the purpose of shift picks, vacations, City Vehicles, and other Department-related actions in which seniority is applicable, will be based upon the employee's "anniversary date," that is, the date of appointment to the employee's current classification. Seniority, for the purpose of layoffs, furloughs, and other City-related actions in which seniority is applicable, will be based on the employee's date of hire as an employee of the Sonora Police Department. The date of hire is the most recent hire date if an employee was previously employed by the City.

ARTICLE 25. POBR

The City recognizes the existence of the Peace Officers' Procedural Bill of Rights (POBR), and the City will abide by all legal responsibilities required of the City should a Sonora Police Officer have cause to invoke their legal rights under the provisions of the POBR.

ARTICLE 26. PERSONNEL RULES AND REGULATIONS

Section 26.1: Applicability. The Personnel Rules and Regulations, as amended from time to time, including its definitions, are expressly included herein and its terms and provisions are applicable to SPOA and its members except those terms and provisions explicitly contradicted by the terms and provisions of this Agreement. Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

Section 26.2: Revision. SPOA understands the City intends to revise/redraft the Personnel Rules and Regulations, including substantive terms contained therein during

the term of this Agreement. The Parties agree neither this Agreement nor any part or provision of this Agreement prevents the City from revising/redrafting all or part of the Personnel Rules and Regulations. The City acknowledges that any changes to the Personnel Rules will be subject to the meet and confer process pursuant to the Meyers-Milias-Bran Act (Gov. Code §§ 3300 et eq.).

ARTICLE 27. NO WORK ACTIONS

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement.

During the term of this Agreement, employees shall not engage in or support strikes, work stoppages, slowdowns, boycotts or other direct or indirect work actions against the City.

ARTICLE 28. CLASS AND COMPENSATION STUDY

City agrees to complete a class and compensation study in year four (4) of this Agreement, after September 1, 2028, and before March 31, 2029.

ARTICLE 29. FULL AGREEMENT

The City or Association must notify the other party, in writing, if it wishes to change any provisions in the collective bargaining agreement. If such notice is not received by either party, the contract will automatically be renewed for an additional one-year period, at the same conditions specified for the current year.

This Agreement constitutes the sole, entire, and existing agreement and supersedes all prior MOU's/Agreements and undertakings, oral and written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.

Where this Agreement is silent, provisions of the adopted Personnel Rules and Regulations and Administrative Policies shall apply.

ARTICLE 30. SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within thirty (30) calendar days. If no agreement has been reached, the parties agree to invoke the provision of impasse under City of Sonora Resolution No. 3-21-83-D.

ARTICLE 31. RE-OPENER

Section 31.1: Reopener in 3rd Year. SPOA and the City agree to reopen this Agreement in its third (3rd) year to evaluate the impact of an analysis into overtime savings to support an additional officer, how overtime is to be used, and the need for an additional officer, and related topics.

Section 31.2: Reopener/Tuolumne Negotiations. The parties agree to reopen this Agreement on the subject of wages, benefits, and incentives at or around the conclusion of negotiations between Tuolumne County and the Tuolumne County Deputy Sheriffs' Association ("DSA"). It is the intention of the City to remain 5% above the County in compensation, if financially viable and otherwise advisable for the City to do so. The City intends to further reduce the cap on its wage incentives, including education and certificate incentives, depending on the Tuolumne County/DSA negotiations.

Section 31.3: Revision to Personnel Rules and Regulations. SPOA understands and acknowledges the City intends to revise, change, and modify its Personnel Rules and Regulations during the term of this MOU and it explicitly retains the authority to make substantive and non-substantive revisions, changes, and modifications to the document. To the extent any revisions, changes, or modifications impact the terms of this MOU, the parties agree to reopen this Agreement relative to those items. The City will meet and confer with SPOA prior to implementing any changes relative to changes or modifications made to the Personnel Rules and Regulations.

Section 31.4: Reopener Rules. Other than the reopener provisions and the potential change(s) referenced in Sections 31.1, 31.2, and 31.3, which are expressly

contemplated by the Parties, the City and SPOA agree to abide by the following Rules when either party proposes to modify the terms of this MOU.

a. SPOA, through its Board Chair, or the City, through its Chief Negotiator, will issue a written letter to the other party requesting that the MOU be reopened. The requesting party will hand deliver the letter to the Board Chair or City Chief Negotiator, as applicable.

b. Said written letter will specify in detail the reason(s) for requesting the reopening of the MOU.

c. It will be the responsibility of the receiving party to meet and confer with its negotiation team members (within a fourteen [14] calendar day period) to decide whether it will grant the request to reopen the MOU. (Note calendar days will commence on the date said letter is hand delivered to Association President or City Chief Negotiator).

d. The party to whom the request is delivered shall answer the request, stating whether it accepts or denies the request and the reason(s) therefore.

e. If both parties have agreed to reopen the MOU, the standard ground rules will be immediately activated for the meet and confer process.

f. If a response has not been given by the fourteenth (14th) calendar day, the party requesting the re-opener will be granted the request to reopen the negotiations.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2024, through June 30, 2029.

ARTICLE 33. FULL AGREEMENT

This Agreement constitutes a full and complete agreement by the parties and contains all the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was later dismissed by the party raising it as part of a good faith attempt to reach agreement on other substantive provisions or on the Agreement as a whole.

All rights, powers, functions, responsibilities, and authority of the City of Sonora except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

No provision of this Agreement shall be deleted or modified without the consent of both the City and the Association.

This Agreement constitutes the sole entire and existing agreement and supersedes all prior Agreements/MOU's and undertakings, written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.

Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

Except in cases of emergency, Association shall be given reasonable notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be enacted by the City and shall be given the opportunity to meet with management representatives prior to enactment pursuant to the Meyers-Milias-Brown Act.

This Agreement shall be effective July 1st, 2024, through June 30th, 2029, as witnessed hereto by the following parties:

SONORA POLICE OFFICERS' ASSOCIATION

_____
Thomas Brickley, SPOA President

_____
Lina Balciunas Cockrell, SPOA Representative

CITY OF SONORA

_____
Ann Segerstrom, Mayor

_____
Melissa Eads, City Administrator

ATTEST

_____
Tracy Skelly, City Clerk

MEMORANDUM OF UNDERSTANDING FOR THE SONORA MANAGEMENT EMPLOYEES' ASSOCIATION (SMEA)

FY 2024-25 through FY 2028-29

SONORA MANAGEMENT EMPLOYEES' ASSOCIATION

MOU 2024-2029

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ARTICLE 1. PREAMBLE

The purpose of this Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish rates of pay and other terms and conditions of employment.

The City of Sonora (hereinafter “City”) and the Sonora Management Employees’ Association (hereinafter “SMEA” or “Association”) (City and SMEA referred to collectively hereafter as “Parties”) agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is important.

This Agreement is entered into pursuant to the Meyers- Milias-Brown Act, as amended, and has been jointly prepared by the Parties. Nothing in this Agreement shall invalidate City Resolution No. 03-21-83-D.

ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution 03-21-83-D, the City recognizes SMEA as the exclusive bargaining representative for all regular full-time management positions pursuant to the Meyers-Milias Brown Act, including:

- Community Development Director
- Administrative Services Director (vacant)*
- Fire Chief
- Police Lieutenant
- Police Chief
- Assistant City Administrator
- Building Official

Bargaining unit members covered this Agreement are referred to herein as “Employee(s)” or “SMEA Employee(s)” unless specifically referenced by position.

* The Administrative Services Director position will remain in the SMEA, however, the Parties acknowledge the position will be vacant and unfunded until such time the City agrees to fill and fund the position.

The terms of this Agreement shall apply to the Employees identified above. SMEA does not represent temporary or part-time employees, with the exception of an Employee who is employed in one of the management positions set forth above who has entered into an agreement with the City for a reduced work hour schedule, pursuant to Article 6 of this MOU.

ARTICLE 3. CITY RIGHTS

All rights, powers, functions, responsibilities, and the authority of the City of Sonora, except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

The City agrees, to the extent required by Government Code Sections 3500, et seq., to meet and confer, upon request, with unit representatives concerning modifying or changing wages, hours and other terms and conditions of employment and shall fully consider presentations as are made by SMEA on behalf of its members prior to arriving at a determination of policy or course of action.

The Association shall have the right to grieve any violation of this Agreement by the City of Sonora.

ARTICLE 4. SALARY PLAN

Section 4.1: Pay Scale/ Salary Schedule Effective November 11, 2024. The Parties agree that effective November 11, 2024, Employees' salaries are to be determined by the Pay Scale (or Salary Schedule), attached hereto as Exhibit "A" and incorporated herein. Employees regularly assigned a position in a classification covered by this Agreement shall be paid a salary within the range established for that position's classification:

Any pay raises due to Employees pursuant to the Salary Schedule (Attachment "A") shall be retroactive to November 11, 2024. Upon the effective date of the Pay Scale/ Salary

Schedule, all Employees hired on or before that date shall have a new anniversary date, as set forth in Section 4.4, of November 11, 2024.

Any COLA increases due to Employees on July 1, 2024, under the prior MOU will be implemented. The pre-July 1, 2024, COLAs will remain in effect until the new Pay Scale becomes effective on November 11, 2024. Upon its effective date, the new Pay Scale/ Salary Schedule shall supersede and negate all prior COLA agreements and shall represent Employees' entire salaries.

Section 4.2: Biweekly Pay. Employees' regular and other compensation shall normally be paid on a biweekly basis via direct deposit pursuant to the designated pay schedule.

Section 4.3: Salary of New Employees. The first step of the Pay Scale/ Salary Schedule (Step A) is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is to be appointed, the City Administrator may make the appointment at a salary level up through Step D. The City Council has the authority to make the appointment at salary step E.

Section 4.4: Increase Within Range.

4.4.1. Every regular Employee who is employed in a classification for which there is a salary range shall have an anniversary date. Effective November 11, 2024, the effective date of the Pay Scale/ Salary Schedule (as set forth in Section 4.1), the current anniversary date of all Employees hired on or before that date shall be reset to November 11, 2024, and they shall be eligible for their next salary increase on November 11, 2025, though the City Administrator may make an exception if such implementation would result in a grossly unfair result for any Employee(s). All salary adjustments—excluding certificate, education, and longevity pay—are made effective on the anniversary date or any time thereafter, pending review and approval by the City Administrator. Eligibility for subsequent salary adjustments (excluding certificate, education, and longevity pay) will occur one year after the current anniversary date. The anniversary date refers to the date an employee is hired or promoted into a full-time position.

It is important to distinguish the anniversary date from the following:

- **Service Date**: This is the date an employee was hired into a regular full-time position and is used to calculate vacation and longevity pay.
- **Hire Date**: This is the date the employee first began working for the City, whether in a temporary, reserve, probationary, part-time, or other non-full-time capacity.

4.4.2. Salary range step advancement shall be administered as follows:

a. The second step (B) is merit advancement. Employees may advance to the second step (B) after completing one year of employment in the position at the review and approval of the City Administrator. The one-year period shall be a probation/orientation period.

b. The third step (C), fourth step (D), fifth step (E) and sixth step (F) are merit advancements conferred upon Employees upon the review and approval of the City Administrator. Employees shall be eligible for advancement to their next step on their subsequent anniversary date.

c. Except as set forth above, no other conditions, other than merit, will be necessary for members of SMEA to achieve the sixth step (F).

4.4.3. In any case, where due to unusual circumstances, rigid adherence to the foregoing principles relating to salary adjustments would cause a manifest injustice, the City Council may make such order relating thereto as, in its discretion, is proper.

4.4.4. No advance in steps shall be automatic upon completion of the period of service outlined herein above, and all increases shall be made upon review and approval of the City Administrator with consideration given to 1) achievement as established by the Employee's work performance, and 2) any documentation by evaluation. An increase in pay shall be withheld in cases of inferior work, lack of application, indifferent attitude, and any other sufficient reason.

4.4.5. Each salary adjustment shall become effective on the Employee’s anniversary date, or at any time thereafter. Such salary adjustment shall be processed as of the beginning date of the pay period for which the adjustment becomes effective.

Section 4.5: Police Lieutenant. The salary of the individual holding the position of Police Lieutenant as of the effective date of this Agreement shall be within 17.5% of the Police Chief's base salary for the term of this Agreement. This provision will not apply to any future individuals holding the position of Police Lieutenant(s) and such person's compensation shall be subject to the Salary Schedule only.

Section 4.6: Compensation Study. City agrees to complete a classification and compensation study after September 1, 2028, to be completed by March 1, 2029.

ARTICLE 5. LONGEVITY PAY

Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service (from the service date) with the City, and after each five (5) years of continuous service thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for the first ten (10) years of continuous service and 2.5% for each five-year increment thereafter. For example, after ten (10) years the Employee shall receive 2.5% increase over base salary, and after fifteen (15) years the Employee shall receive an additional 2.5% for a total of 5.0% increase over base salary. The longevity benefit is automatic and is not based on merit.

ARTICLE 6. REDUCED WORK HOUR SCHEDULE

In the event a management Employee desires a reduction in their work hour schedule, they must first make a written request to the City Administrator. If the City Administrator deems the request to have merit and be of mutual benefit to both the City and the Employee, the City Administrator may approve the request in writing. The Employee's salary and all benefits (i.e., leave accruals, insurances, etc.) will be pro-rated to correspond to the hours worked.

ARTICLE 7. CERTIFICATE AND EDUCATION INCENTIVES

Section 7.1: P.O.S.T. Certificates. Subject to the limitations set forth herein and in Section 7.5, the current Police Lieutenant and Police Chief as of the execution of this Agreement shall receive a two and one-half percent (2.5%) increase in their base salary for possession of any of the following valid P.O.S.T. Certificates, however, for Employees

hired after July 1, 2024, Certificates required for the Employee's position, as specified in the applicable job description, shall not be eligible for incentive pay:

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

c. Advanced P.O.S.T. Certificate

d. Supervisory P.O.S.T. Certificate

e. Management P.O.S.T. Certificate.

Police Employees hired after July 1, 2024, shall be entitled to the two and one-half percent (2.5%) incentive for possessing any P.O.S.T Certificate(s) identified above that are not required pursuant to the applicable job description, even if subordinate to the Certificate required.

Section 7.2: Fire Certificates. Subject to the limitations set forth herein and in Section 7.5, the current Fire Chief shall receive a two and one-half percent (2.5%) for Fire Inspector and five percent (5%) for Fire Investigator and a two and one-half percent (2.5%) increase for possession of State Fire Training Officer and Company Officer.

Employees hired after July 1, 2024 shall be entitled to two and one-half percent (2.5%) incentive for possessing Certificate(s) identified below that are not required pursuant to the applicable job description, even if subordinate to the Certificate required:

a. State Fire Training Officer (2.5%)

b. Company Officer (2.5%)

c. Fire Inspector (2.5%)*

d. Fire Investigator (5.0%)*

* Fire Inspector and Fire Investigator are assignments set forth in the current Sonora Fire Fighters' Association Memorandum of Understanding requiring both a Certificate and

appointment by the Fire Chief. The City intends for non-management employees to fill these roles. Therefore, for SMEA Employees hired after July 1, 2024, the Fire Chief shall be eligible to perform these assignments as needed if he or she possesses the requisite Certificate(s) but shall only be entitled to incentive pay when affirmatively appointed to an assignment by the City Administrator on a long-term basis to fulfill the duties of the assignment(s). The City Administrator's appointment shall be in writing with a copy to the Employee and Human Resources.

Section 7.3: Emergency Services Coordinator. Subject to the limitations set forth herein and in Section 7.5, the City Administrator may appoint an SMEA Employee to be the City's Emergency Services Coordinator (ESC). The ESC will execute the City's and administer the Emergency Services Program pursuant to the Emergency Services Plan under the supervision of the City Administrator and shall perform related tasks as assigned by the City Administrator or designee. Pursuant to the Emergency Services Plan, the City Administrator shall have the sole authority to appoint the ESC and to determine the length of the appointment. The appointed ESC shall be entitled to a two and one-half percent (2.5%) increase in base salary for the duration of the appointment only.

Section 7.4: Degree Incentive Pay. Subject to the limitations set forth in Section 7.5 and subject to verification and assessment by the City Administrator, the City agrees to provide a pay increase to Employees' base salary as an education incentive for those Employees who have attained the following degrees, unless such degrees are required for the position pursuant to the job description in the case of Employees hired after July 1, 2024:

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

The City agrees, to the extent required by Government Code Sections 3500, et seq., (the Meyers-Milias-Brown Act) to meet and confer, upon request, with unit representatives concerning modifying or changing wages, hours and other terms and conditions of employment and shall fully consider presentations as are made by SMEA on behalf of its

members prior to arriving at a determination of policy or course of action.

Section 7.5: Maximum Incentive Pay.

7.5.1. Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution accredited by the U.S. Department of Education.

7.5.2. The degree incentive shall not be cumulative. For example, if an Employee has attained a bachelor's degree, the Employee's salary would increase by 5.0%. If the Employee subsequently attains a master's degree, the Employee's salary would increase 2.5%, for a total of 7.5%. 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.

7.5.3. The Parties intend for Employees hired before July 1, 2024, to continue to receive the incentive pay they were receiving for any education and/or certificate(s) they possess as of the execution of this Agreement and that their incentive pay is not decreased by operation of this Agreement nor is it increased by operation of this Agreement unless they obtain and submit additional certifications and/or degrees they did not possess as of the execution of this Agreement.

7.5.4. For all Employees hired after July 1, 2024, the maximum education, certification, and/or assignment incentive pay Employees may receive cumulatively is 15%.

Section 7.6: PERS/Taxable. The education incentive shall be included in the Employee's base pay and is considered reportable salary to PERS and taxable.

Section 7.7: City Administrator Verification. To qualify for the education incentive, the degree must be from a postsecondary institution accredited by the U.S. Department of Education. The City Administrator retains discretion as to whether the degree, or the educational institution conferring the degree, is valid for the purpose of the incentive pay described herein. An Employee seeking the incentive pay must produce the original degree or an original letter from the educational institution granting said degree to the City Administrator for consideration relative to the educational incentive benefit. The City

Administrator may require the Employee to provide additional or clarifying information.

Section 7.8: Tuition Reimbursement. Once an Employee has successfully completed a course (or obtained a certificate) approved in advance by the City Administrator in writing, the City will reimburse the employee up to a maximum of 50 percent (50%) of the fees and costs incurred by the Employee in obtaining the certificate, such as the cost for tuition and books and registration expenses. Travel time, time in class, gas, parking fees, mileage, and meal costs are explicitly not subject to City reimbursement.

In approving or disapproving courses for reimbursement, the City Administrator shall take the budget and fiscal state of The City into account. The City Administrator, in their sole discretion, determines the merit of the courses/certificates proposed by the employee and the percentage of fees/costs subject to reimbursement upon the Employee's successful completion. Costs/expenses incurred by an Employee for courses they did not complete are not reimbursable, regardless of type.

The Employee is responsible for obtaining the City Administrator's express written authorization for the specific certificate/course proposed by the Employee and for obtaining the City Administrator's determination as to which fees/costs are subject to partial reimbursement from the City, and to what degree, before making any expenditures. The Employee is responsible for the remaining percentage (minimally 50%) of the fees/costs, as determined by the City Administrator in advance, and is responsible for one hundred percent (100%) of the non-reimbursable expenses. The Employee must submit proof of all reimbursable costs/fees and proof of course or certificate completion.

ARTICLE 8. INSURANCE COVERAGE

Section 8.1: Current Employees. For the term of this Agreement, the City agrees to provide medical, dental, vision, life, and long-term disability insurance coverage to current Employees and their dependents, if any, as indicated by category and subject to the provisions below.

Section 8.2: New Hires. For new hires, medical, dental, vision, life, and long-term disability insurance coverages, as set forth below, become effective the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day of

the month, in which case coverage is effective immediately.

Section 8.3: Termination of Benefits. All medical, dental, vision, life and disability insurance will end for terminating Employees and their dependents, if any, on the Employee's date of separation from the City, unless otherwise provided for by this Agreement or as indicated by law.

For any regular full-time Employee on leave of absence for more than ten (10) consecutive working days, medical, dental, vision, life, long term disability insurance, and retirement benefits provided by the City shall cease to be provided upon expiration of the Employee's sick leave, holiday, administrative leave, and vacation accrual, subject to provisions of State and Federal law. If the Employee elects medical, dental, vision, and life insurance, it shall be paid at the COBRA rate; payment from the Employee shall be due monthly in advance. Payment may be prorated, as appropriate.

Section 8.4: Medical Insurance

8.4.1. All Employees in regular full-time positions shall be eligible to participate in a health program authorized and paid by the City as follows:

8.4.2. Each Employee will contribute twenty percent (20%) to the monthly premium costs of the medical plan that the Employee chooses for the Employee and the Employee's dependents, if any, via pre-tax bi-weekly payroll deductions.

8.4.3. Employees, whose dependents have coverage elsewhere, and who elect not to enroll their dependents in the City's plan, or who discontinue dependent coverage through the City's plan, will receive $45.00 additional taxable compensation per pay period subject to the following:

a. Employees who currently have dependent coverage may delete dependents only if they are able to show that their dependent(s) has medical coverage elsewhere or is no longer eligible for coverage (e.g., dependent child who has reached the maximum allowed age for coverage, divorce of spouse, death of dependent, etc.).

b. If the dependent has other health care coverage, the Employee must provide the City with the appropriate documentation, including a copy of the dependent's coverage card, showing proof of coverage.

c. During December of each year, Employees who do not have dependent coverage will be required to submit the appropriate information indicating that they either have no dependents to cover, or their dependents have coverage elsewhere.

d. There will be no proration of in-lieu benefits.

8.4.4. Dependent enrollment/ reenrollment shall be subject to the following conditions:

a. Dependents, who are deleted from the City's coverage, and subsequently elect to come back under the City's plan, will be allowed to do so at the beginning of a calendar month. Any dependent who is re-enrolled will be subject to the same conditions as any newly enrolled participant in the plan, subject to State and Federal law.

b. Employees who elect to add a new dependent(s) who have never been under the City's policy, may do so at the beginning of any calendar month. If the Employee is currently receiving a dependent in-lieu pay, the in-lieu pay will end at the conclusion of the pay period preceding the addition of the dependent. For instance, if an Employee adds a new dependent on March 1st, and the prior pay period ends on February 24th, the Employee's last in-lieu pay would be for the pay period ended February 24th.

c. All new Employees to the City will fall under these same provisions.

Section 8.5: Life Insurance. The City shall provide, and pay premiums for, term life insurance for current Employees ,with a payoff value equal to the Employee's annual salary at time of death (or disability, if provided by policy), with a salary cap of $150,000.

The City shall also provide, and pay premiums for, the following dependent life insurance coverage for current Employees:

a. Spouse $25,000
b. Dependent $10,000

Section 8.6: Vision Program. The City shall provide Employees covered by this Agreement and their dependents with a vision care program and pay 100% of whichever plan it selects.

Section 8.7: Dental Program. The City shall pay for dental coverage up to $1,000.00 per person per calendar year pursuant to the City's selected plan.

Section 8.8: Long-Term Disability. The City agrees to provide and pay for long-term disability insurance. The City, at its option, may change the carrier, but cannot change coverage without going through the meet and confer process.

Section 8.9: Annual Physical. City agrees to provide Employees an allowance of two hundred and fifty dollars ($250) per fiscal year (July 1st - June 30th) for an annual physical examination upon receipt of an "Employee Physical Verification" form signed by the Employee's physician and/or physician's representative.

ARTICLE 9. POST RETIREMENT BENEFITS

Section 9.1: Employees Hired into the Unit on or Before July 1, 2024. For Employees hired to a classification covered by this Agreement (as set forth in Article 2) on or before July 1, 2024, who retire from City employment after a minimum of ten (10) years of continuous service as a full-time benefitted Employee, the City will provide the medical, dental, and vision programs currently provided to active Association Members/Employees in the bargaining unit, subject to the following conditions:

a. The City agrees to pay fifty percent (50%) of the then monthly premium for such coverage for a retiring Employee having attained the age of fifty (50) for Safety Members and fifty-five (55) for all others represented by the Association.

b. The retiring Employee shall be responsible for fifty percent (50%) of the monthly premium and the same deductible as other Employees of the Association.

c. The retiring Employee shall not be responsible for any City self-funded portion.

d. The City agrees to pay seventy-five percent (75%) of the then monthly premium for such coverage upon the Employee attaining the age of sixty (60).

e. The Employee attaining the age of sixty (60) shall be responsible for twenty-five percent (25%) of the monthly premium and the same deductible as other Employees of the Association.

f. The retired Employee shall not be responsible for any City self-funded portion.

g. It is understood that Employees who retire before age sixty (60), and who receive the benefit of the above paragraph, shall benefit from the paragraph upon attaining age sixty (60).

h. If the retiring/ retired Employee chooses not to participate in the City's plan upon retirement, they will not be allowed to be reinstated.

i. If the retiring/ retired Employee chooses to participate in the City's plan(s) upon retirement and subsequently withdraws from the plan(s), he or she will not be allowed to be reinstated.

j. Spouse and dependents may be included in this coverage, at the Employee's discretion, with the same provisions and conditions applicable to the retired Employee, and subject to the provisions below.

k. Dependent coverage shall be limited to the same criteria as that of dependent coverage for active Association members (currently coverage until the age of twenty-six (26)).

l. Employees who were not hired to a position/classification covered by this Agreement as of July 1, 2024, are explicitly excluded from the benefit described in this Section (9.1).

m. Current employees in SMEA hired on or before July 1, 2024, that promote will be entitled to receive the above listed benefits, subject to ten (10) years of continuous full-time service and the other provisions in this Article.

9.1.1. In the future, should the Association agree to modify or reduce such coverage as outlined above for active Association members, the City agrees to make any of the City's then current coverage available to retired Employees hired into a position/ classification covered by this Agreement on or before July 1, 2024, under the terms described herein.

9.1.2. In the event of the death of the Employee, his or her surviving spouse and any existing covered and then-enrolled dependents will be allowed to continue coverage under the conditions set forth in this Article; however, they will not be allowed to add individuals to the City's plan.

9.1.3. Coverage for the retired Employee shall terminate sixty (60) days after he/she becomes eligible for Medicare coverage. Coverage for the surviving spouse shall terminate sixty (60) days after he/she becomes eligible for Medicare coverage. All remaining dependents' coverage shall terminate sixty (60) days after the retired Employee or surviving spouse becomes eligible for Medicare.

Section 9.2: Employees Hired into the Unit After July 1, 2024. Employees hired into a position/classification covered by this Agreement, promoted into a position/classification covered by this Agreement, or transferred to a position/ classification covered by this Agreement after July 1, 2024, or who were not otherwise a full-time regular Employee described in Article 2 as of that date, are not eligible for post-retirement medical benefits or any other non-pension post-employment benefits and they are specifically excluded from the benefits set forth in Section 9.1. This Section does not apply to Employees hired to a full-time position/classification covered by this Agreement before July 1, 2024.

Section 9.3: Employee Retiree Medical Discussions. The City agrees to continue to explore the feasibility of any SMEA proposals regarding potential post-retirement medical benefits for Employees hired, promoted, or transferred into the Unit after July 1, 2024, that would not be unduly financially burdensome for the City, and which would help the City recruit and retain Employees. Proposals may be submitted to the City Administrator. Should the City Administrator agree in theory to a proposal, upon direction from the City Council, SMEA and the City Administrator may negotiate the Employees' contribution and the City's contribution.

ARTICLE 10. SICK LEAVE

Section 10.1: Sick Leave Accumulation and Use. Employees shall accumulate Sick Leave at the rate of one and one quarter (1.25) days per month/ ten (10.0) hours per month. (10.0 x 12 = 120.0 + 26 pay periods= 4.62 hours' accrual per pay period). An Employee may accumulate Sick Leave without limitation subject to the following:

1. Rate of Pay. The rate of pay for Sick Leave shall be based upon the Employee's current rate of pay.
2. Sick Leave Use. Employees may use their accumulated Sick Leave for paid time off work due to illness or injury. Sick Leave must be taken in fifteen-minute increments, rounded up. (e.g., if any Employee is gone for twenty minutes, thirty will be recorded).
3. Employees may be granted leave with pay, or leave without pay, when the absence is required because of illness or injury of a member of the immediate family.
4. Each day utilized for this leave shall be subtracted from the Employee's Sick Leave entitlement.
5. The City Administrator may require a justification for the need for this Leave before approving the leave.
6. Employees may use a maximum equal to the current year's accrual in any given year of Sick Leave accrual for the purpose of family sick leave.
7. In unusual instances the City Administrator may extend family sick leave provisions. For the purpose of this subsection "immediate family" shall be defined as that found within the adopted Personnel Rules and Regulations of the City of Sonora.
8. Employees who use two (2) shifts (16.0 hours) or less of sick leave per fiscal year, shall be credited with one (1) additional shift (8.0 hours) of Administrative Leave.

Section 10.2: Conversion of Unused Sick Time to Vacation. At the end of each fiscal year the Employee shall have the option of accumulating unused sick leave or, in the alternative, may trade all unused sick leave from the previous fiscal year for additional vacation time, subject to the following:

a. In the event of a trade, not less than one hundred percent (100%) of the unused sick leave for the previous fiscal year can be traded.

b. If sick leave is converted to vacation time it shall be converted as two (2) days of sick leave for one (1) day of vacation or the equivalent.

c. The maximum amount of Vacation accumulation permitted by years of service, as set forth below, shall not be exceeded by operation of any Sick Leave conversion: employees who have reached their maximum accrual may not exceed it through trade.

Section 10.3: Sick Leave Conversion Upon Separation from Employment.

10.3.1. Employees hired on or before July 1, 2024, with a minimum of five (5) years of continuous, full-time permanent employment, who separate from the City, for other than service retirement, are eligible for a maximum payoff, at full salary, of 480.0 hours accumulated sick leave.

10.3.2. Employees hired after July 1, 2024, with a minimum of five (5) years of continuous, full-time permanent employment, who separate from the City, for other than service retirement, are eligible for a maximum payoff of 300 hours of accumulated sick leave at full salary.

Section 10.4: Sick Leave Conversion Upon Retirement.

10.4.1. Employees Hired on or Before July 1, 2024. An Employee hired on or before July 1, 2024, upon retirement from the City, may obtain a payout of up to (1) 480 hours of accrued Sick Leave at their current hourly rate of pay and (2) an additional 240 hours of accrued Sick Leave at fifty percent (50%) of their current hourly rate of pay.

a. As an alternative, upon retirement from the City, an Employee hired on or before July 1, 2024, may: (1) obtain a payout of up to 480 hours of accrued Sick Leave at their current hourly rate of pay and (2) apply up to an additional 480 hours of accrued Sick Leave at their current hourly rate toward the monthly medical, dental and/or vision premium costs which

occur following the Employee's effective service retirement date through and including the date when the Employee becomes eligible for Medicare.

b. Any remaining sick leave hours that are not paid off may be reported to CALPERS to be incorporated into the Employee's Retirement Service Credit balance, as legally allowed.

10.4.2. An Employee hired after July 1, 2024, upon retirement from the City, may obtain a payout of up to: (1) 240 hours of accrued Sick Leave at their current hourly rate of pay and (2) an additional 240 hours of accrued sick leave at fifty percent (50%) of their current hourly rate of pay. Any remaining sick leave hours that are not paid off may be reported to CALPERS to be incorporated into the Employee's Retirement Service Credit balance, as legally allowed.

Section 10.5: Sick Leave Donation. An Employee may donate sick leave to another full-time benefitted employee on an hour-per-hour basis subject to the following:

a. The employee requiring the sick leave donation must have exhausted all leave balances.

b. Employees donating sick leave must keep a minimum sick leave accrual balance of eighty (80.0) hours.

c. If an Employee has less than 80.0 hours of sick leave accrual, that Employee will not be eligible to donate sick leave.

d. All donors will remain confidential.

ARTICLE 11. ADMINISTRATIVE LEAVE

Section 11.1: Annual Administrative Leave. Employees shall receive 12 shifts (96.0 hours), annual Administrative Leave as of July 1st of each year covered by this agreement.

Section 11.2: New Employees/ Prorated Administrative Leave. A new Employee shall receive Administrative Leave on a pro-rated basis in a lump sum (26 pay periods + 96.0 hours = 3.69 hours per pay period) subject to the following:

a. If an Employee is in paid status for any portion of a pay period, he/she will be entitled to a full accrual.

b. For example, if an Employee was hired during the 10th pay period of the fiscal year, he/she would be entitled to 62.78 hours of Administrative Leave (17 pay periods x 3.69 = 62.78).

Section 11.3: Maximum Administrative Leave Accrual. In no event shall an Employee accrue Administrative Leave beyond a ceiling of two (2) years' worth of accruals.

Section 11.4: Sell-Back of Administrative Leave. An Employee may sell back up to a total of four weeks of accrued administrative leave or vacation leave to the City each calendar year on the condition the Employee maintains a balance of one-year accrual of administrative leave as defined in Section 10.1 and subject to the following:

a. An Employee may not sell back more than a total of four weeks (regardless of the combination of Administrative or Vacation Leave) during any calendar year.

b. Employees who elect to sell back Administrative Leave must submit an irrevocable election form before December 31st in the preceding calendar year specifying the number of hours of Administrative Leave that he or she will irrevocably elect to cash out in the following calendar year.

c. The form will be automatically processed and paid by January 31st. Employees who do not make an election by submitting the irrevocable election form before December 31st of the current year will not be able to sell back Administrative Leave benefits in the following calendar year.

d. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

At the discretion of the City Administrator, and upon terms agreed upon between the effected Employee(s) and the City Administrator, an Employee may sell more than four

weeks of accrued administrative leave or vacation leave to the City if chronic staff shortage and the need to fill shifts will result in the Employee losing his/her accruals.

ARTICLE 12. BEREAVEMENT LEAVE

In the event of a death of the Employee's immediate family or other close relative, as defined by the City's Personnel Rules & Regulations and state law, an Employee may be granted leave of absence with pay not to exceed five (5) working days. Time not worked because of such bereavement leave shall not adversely affect the accrual of regularly assigned leave (e.g., vacation, sick leave, Administrative Leave, etc.)

ARTICLE 13. JURY DUTY

Employees shall receive their full regular pay for the time served on a jury that falls within their regular assigned shift. Additionally, any fees the employee received from the court for such duty, including compensation, mileage, and subsistence allowances will be retained by the employee.

ARTICLE 14. UNIFORM ALLOWANCE

Section 14.1: Amount and Timing of Uniform Allowance for Fire Chief, Police Chief, and Police Lieutenant. The Fire Chief will receive an annual uniform allowance of $1,200.00 and the Police Chief and Police Lieutenant will receive an annual uniform allowance of $1,500.00. The uniform allowances shall be paid the first full pay period in December of every year via a single payment separate from Employee's regular pay.

Section 14.2: Building Official Uniforms and Personal Protective Equipment. The City shall provide the Building Official uniform expenses as part of the department budget.

Section 14.3: Uniform Expectations. Employees represent the City at all times. In return for the allowance set forth in Section 14.1, Employees should endeavor to wear their department uniform to all City Council meetings, formal City events, and whenever appropriate given the situation. Uniforms shall be neat and clean and worn properly to exhibit the professionalism the City requires. Business attire is considered optional wear when appropriate and will conform to the same measures of professionalism as identified for the uniform appearance standards.

ARTICLE 15. DIFFERENTIALS

Section 15.1: Differential for Management Employees. All management Employees shall have a base salary of at least ten percent (10%) more than the base salary of any employee they regularly supervise.

ARTICLE 16. HOLIDAYS

Section 16.1: Holiday Compensation. Regular, full-time Employees are entitled to sixteen (16) paid holidays per year, as follows:

- January 1 – New Year's Day
- Third Monday in January – Martin Luther King Day
- Third Monday in February – President's Day
- Last Monday in May – Memorial Day
- June 19 – Juneteenth
- July 4 – Independence Day
- First Monday in September – Labor Day
- Second Monday in October – Columbus Day
- November 11 – Veterans' Day
- Thanksgiving Day & Friday following Thanksgiving Day
- Christmas Eve & Christmas Day
- Three (3) Floating Holidays to be taken at Employee's option.

The City shall provide SMEA Employees 128 hours annually in lieu of Holiday or Float Pay accrued at the rate of 4.92 hours per pay period. The City's payment of these 128 hours shall fully compensate SMEA Employees for the above-referenced thirteen holidays and three floating holidays even if an SMEA Employee is required to work on any of the above referenced holidays. Employee’s use of the 128 hours of Holiday Pay during a fiscal year will be deducted on an hour-for-hour basis.

Section 16.2: Additional Holidays Recognized. During the term of this MOU, any holiday not identified in this MOU that is granted by the City Council to a forty (40.0) hour per week Employee shall result in the City increasing the number of Holiday hours paid to SMEA employees by eight (8.0) hours for that fiscal year. Additional days designated by the Congress of the United States or by the Governor of California as legal holidays

which are observed by the City shall also result in additional Holiday hours provided to each SMEA employee for that fiscal year for the term of this MOU.

Section 16.3: Annual Holiday Cash-Out. City will pay the cash value, at the current rate of pay, of any unused balance of the one hundred and twenty-eight (128) hours at the end of a fiscal year to the SMEA Employee at the first full pay period in July of the following fiscal year.

ARTICLE 17. VACATION

Section 17.1 Vacation Accrual Rate. Employees shall earn annual vacation equal to the highest negotiated MOU, which at the time of this agreement is as follows:

Vacation Accrual Schedule (Based on 8 Hours/Day)		
Years of Service	Annual Vacation Days	Accrual Rate
01-03	10	3.08
04-10	15	4.62
11-15	20	6.15
16+	25	7.69

- 15 days will be the accrual rate after the third full year of employment.
- 20 days will be the accrual rate after the tenth full year of employment.
- 25 days will be the accrual rate after the fifteenth full year of employment.

Employees' accrual rate will be based on years of continuous service to the City and/or comparative service with another governmental agency, as determined by the City Administrator.

Section 17.2: Maximum Vacation Accrual. Beginning upon employment, full-time, permanent employees continually earn vacation time, which they accumulate from year-to-year until they have banked twice their annual accrual rate, as set forth below. No employee shall accrue vacation time beyond two (2) years' accruals. Once an employee has accumulated twice their annual vacation accrual rate, the employee shall not accrue more vacation time until they use vacation time so that their banked hours fall below their

maximum accumulation.

Section 17.3: Maximum Vacation Accrual in Extenuating Circumstances. In no event shall a management Employee accrue vacation beyond a ceiling of 2 years, however, under extenuating circumstances, the City Administrator may grant an Employee written approval to raise the maximum accrual for a specific period. Said time period may be extended in writing by the City Administrator or his/her designee.

Section 17.4: Vacation Cash-Out. An Employee may sell a total of four weeks of accrued vacation leave or administrative leave to the City each calendar year on the condition that the SMEA Employee maintains a balance of one-years' worth of accrued vacation leave as defined in Section 17.1. An Employee may not sell back more than a total of four weeks (regardless of the combination of Administrative or Vacation Leave) during any calendar year, unless the City Administrator, in his or her sole discretion, determines Employees should be allowed to sell back more time due to chronic staff shortages and the need to fill shifts resulting in lost accruals.

Section 17.5: Irrevocable Election Form (IRS). Employees who elect to sell back vacation leave pursuant to Section 17.4 must submit an irrevocable election form before December 31 in the preceding calendar year specifying the number of hours of vacation leave that he/she will irrevocably elect to cash out in the following calendar year.

a. The form will be automatically processed and paid by January 31. Employees who do not make an election, by submitting the irrevocable election form before December 31 of the current year, will not be able to sell back vacation leave benefits in the following calendar year.

b. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

ARTICLE 18. CALPERS

The City shall provide Employee's pension benefits through the California Public Employees' Retirement System's ("CalPERS"). Employees' retirement benefit formula and required contributions under CalPERS will depend upon the Employee's date of membership, their CalPERS designation as "Classic" or "New" Members as defined by

law, and their classification (Miscellaneous or Safety [police and fire]).

Section 18.1: Miscellaneous Employees/ "Classic Members." Miscellaneous Employees who became CalPERS members before January 1, 2013, and who are defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA") will be enrolled in the following benefit formula: Two Point Seven Percent (2.7%) at Fifty-Five (55) Plan for Miscellaneous Members.

Section 18.2: Miscellaneous Employees/ "New Members." Miscellaneous Employees who became members of CalPERS on or after January 1, 2013, and who are defined as "New Members" under PEPRA will be enrolled in the following benefit formula: Two Percent (2%) at Sixty-Two (62) for Miscellaneous Members, subject to the requirements set forth in Section 18.5.

Section 18.3: Safety Employees/ "Classic Members." Safety Employees who became CalPERS members before January 1, 2013, and who are defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA") will be enrolled in the following benefit formula: Three Percent (3%) at Fifty (50) Plan for Safety Members.

Section 18.4: Safety Employees/ "New Members." Safety Employees who became members of CalPERS on or after January 1, 2013, and who are defined as "New Members" under PEPRA will be enrolled in the following benefit formula: Two Point Seven Percent (2.7%) at Fifty-Seven (57) for Safety Members subject to the requirements set forth in Section 18.5.

Section 18.5: Employer Contributions for "New Members"/ Miscellaneous and Safety. PEPRA requires that all New Member Employees pay a contribution rate of at least 50% of the total normal cost rate for their defined benefit plan. PEPRA also prohibits Employer Paid Member Contributions ("EPMC") for New Members. As such, all Employees classified as New Members shall pay 100% of the Employee defined share and the City shall pay 100% of the Employer share of the pension contribution costs.

Section 18.6: Employer Contribution for "Classic Members." For Employees classified as Classic Members, the Employee shall pay 100% of employee defined contribution costs.

Thus, all Employees, whether Classic or New Members, shall pay 100% of Employee's defined contribution costs.

ARTICLE 19. WORKERS' COMPENSATION

Section 19.1: Supplementation of Workers' Compensation Benefits. Non-safety management Employees, with five (5) years' service or more, shall be allowed to borrow up to four (4) years of sick leave (96.0 hours x 4 years= 384.0 hours) to supplement Workers' Compensation payments for workers' compensation claims after the Employee has used his/her current sick leave balance.

Section 19.2: Repayment of Sick Leave. Upon the Employee's return to duty, he/ she shall repay any sick leave borrowed pursuant to Section 19.1 on an hour-for-hour exchange as the Employee re-accrues sick leave. If the Employee terminates employment, including service retirement, said Employee will be responsible for the repayment of the borrowed sick leave at his/her current rate of pay, at the time of separation from City service subject to the following:

a. The amount of sick leave repayment still owed by the Employee will be deducted from the final separation payroll check.

b. If there are not sufficient monies to cover the amount owed, the Employee shall either immediately pay off any remaining unpaid amount or enter into an agreement with the City for such reimbursement.

c. In no event shall repayment exceed a period of six months.

d. If the Employee is deemed totally permanently disabled, due to an accepted work-related injury, any borrowed sick leave shall not be repaid.

e. If, after an Employee returns from a workers' compensation leave, and has a credit in their sick leave balance, and then becomes ill, or requests family sick leave, and takes additional time off, such Employee shall be allowed to take additional sick leave. However, in no event shall an employee be allowed to exceed a 480.0-hour credit.

Section 19.3: Expenditure of Leave Balance. Once all leave balances have been

expended, the City shall maintain the Employee's current medical, dental, vision, life insurance, and long-term disability at no additional cost to the Employee, beyond his/her regular contribution, during any Workers' Compensation leave.

ARTICLE 20. AUTO ALLOWANCE

It is the City's declared policy that management Employees who are required to be subject to call-out, or call-back, or who are required to travel inside or outside the City limits in performing their employment functions, shall be furnished with the use of a City owned and maintained vehicle for such travel or be reimbursed at the IRS rate if a vehicle is not available.

ARTICLE 21. CELL PHONES

Management Employees will be paid a monthly stipend of One Hundred Dollars ($100.00) as a cell phone allowance in lieu of being issued or using a City cellphone. Once this stipend is paid, it is the Employee's responsibility to maintain a cellphone and to have it available for business use.

ARTICLE 22. DISASTER COMPENSATION

A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday. The basic workweek may begin on any day of the week and at any hour of the day during the workweek. SMEA Employees may be assigned any hour and/or days of work.

Exempt Employees shall not receive any compensation for overtime work, except for the following reasons:

A. During a declared state or federal emergency outside of normal scheduled work hours.

B. Responding to a City of Sonora proclaimed emergency, outside of normal scheduled work hours (as approved by the City Administrator).

C. Overtime shall be computed to the nearest one-quarter (1/4) hours.

ARTICLE 24. WORK FURLOUGH

With a demonstration of a critical operating budget deficit, the City can implement a work furlough program, up to a 10% reduction in pay and a corresponding 10% reduction in time worked (hours). With respect to pay, up to a 10% reduction shall be reflected bi-weekly, in each regular paycheck issued by the City. Leave balances and benefits will not be affected by the reduction in hours.

Examples of a critical operating budget include:

a. General Fund budget deficit reducing the General Fund Reserves to less than 20% of the General Fund budget for two or more years.

b. An economic slowdown that causes a five percent (5%) decrease in City General Fund revenues for two or more consecutive years, etc.

ARTICLE 25. RE-OPENER

The Parties agree that if City reserves drop below 25%, they will reopen this Agreement and renegotiate the terms set forth herein without exception.

SMEA acknowledges City intends to revise its Personnel Rules and Regulations during the term of this Agreement. The City will meet and confer with SMEA pursuant to the Meyers-Milias Brown Act prior to implementing any changes. In the event a term in the revised Personnel Rules and Regulations conflict with a term this Agreement, the term of this Agreement shall prevail.

ARTICLE 26. FLEXIBLE WORK WEEK

Association members will have the option of working flexible work weeks as approved by the City Administrator.

ARTICLE 27. SAVING CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose

of arriving at a mutually satisfactory replacement for such provision. Either party may invoke the provision of impasse under City of Sonora Resolution No. 3-21-83-D, if applicable.

ARTICLE 28. TERMINATION CLAUSE

Under the terms of this Agreement, all full-time Employees to which this Memorandum of Understanding applies, shall enjoy the same employment property rights afforded to City employees, who are afforded due process for termination and disciplinary actions, unless otherwise agreed to by employment Agreement.

ARTICLE 29. PERSONNEL RULES AND REGULATIONS

The Personnel Rules and Regulations, as amended from time to time, including its definitions, are expressly included herein and its terms and provisions are applicable to SMEA and its members except those terms and provisions explicitly contradicted by the terms and provisions of this Agreement. Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

The City and SMEA acknowledge the City will update the Personnel Policies and Procedure Manual during the term of this MOU, which may include substantive changes that do not conflict with this Agreement. The City will meet and confer with SMEA before implementing any new policies**.**

ARTICLE 30. REIMBURSEMENT

Any overtime pay pursuant to Article 22 must be received by the City from the applicable federal or state agency. If the City is not reimbursed, the Employee shall repay the City for any overtime pay.

ARTICLE 31. TERM OF AGREEMENT

The term of this Agreement is five (5) years, from July 1, 2024, through June 30, 2029.

ARTICLE 32. FULL AGREEMENT

The Parties agree upon the following:

1. This Agreement constitutes a full and complete agreement by the Parties and contains all the matters upon which the Parties reached agreement.
2. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.
3. All rights, powers, functions, responsibilities, and authority of the City of Sonora except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.
4. This Agreement constitutes the sole, entire, and existing Agreement, and supersedes all prior MOU's/ Agreements and undertakings, oral and written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.
5. Where this Agreement is silent, provisions of the adopted Personnel Rules and Regulations shall apply.
6. Except in cases of emergency, SMEA shall be given reasonable notice of any ordinance, resolution, rule or regulation–directly relating to matter within the scope of representation–proposed to be enacted by the City and shall be given the opportunity to meet with management representatives prior to enactment.
7. This Agreement shall be effective July 1st, 2024, through June 30th, 2029, as witnessed hereto by the following parties:

SONORA MANAGEMENT EMPLOYEES' ASSOCIATION

_____

Aimee New, President

CITY OF SONORA

_____

Ann Segerstrom, Mayor

_____

Melissa Eads, City Administrator

ATTEST:

_____

Tracy Skelly, City Clerk

SONORA MANAGEMENT EMPLOYEES' ASSOCIATION SALARY RANGE TABLE
EFFECTIVE NOVEMBER 11, 2024

		Step A			Step B			Step C			Step D			Step E			Step F		
		Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly
Building Official	**5061**	$ 8,772.40	$ 4,048.80	$ 50.61	$ 9,210.93	$ 4,251.20	$ 53.14	$ 9,672.00	$ 4,464.00	$ 55.80	$ 10,155.60	$ 4,687.20	$ 58.59	$ 10,663.47	$ 4,921.60	$ 61.52	$ 11,197.33	$ 5,168.00	$ 64.60
	5188	$ 8,992.53	$ 4,150.40	$ 51.88	$ 9,441.47	$ 4,357.60	$ 54.47	$ 9,912.93	$ 4,575.20	$ 57.19	$ 10,408.67	$ 4,804.00	$ 60.05	$ 10,928.67	$ 5,044.00	$ 63.05	$ 11,474.67	$ 5,296.00	$ 66.20
	5318	$ 9,217.87	$ 4,254.40	$ 53.18	$ 9,678.93	$ 4,467.20	$ 55.84	$ 10,162.53	$ 4,690.40	$ 58.63	$ 10,670.40	$ 4,924.80	$ 61.56	$ 11,204.27	$ 5,171.20	$ 64.64	$ 11,764.13	$ 5,429.60	$ 67.87
Police Lieutenant	**5451**	$ 9,448.40	$ 4,360.80	$ 54.51	$ 9,921.60	$ 4,579.20	$ 57.24	$ 10,417.33	$ 4,808.00	$ 60.10	$ 10,939.07	$ 5,048.80	$ 63.11	$ 11,486.80	$ 5,301.60	$ 66.27	$ 12,060.53	$ 5,566.40	$ 69.58
	5587	$ 9,684.13	$ 4,469.60	$ 55.87	$ 10,167.73	$ 4,692.80	$ 58.66	$ 10,675.60	$ 4,927.20	$ 61.59	$ 11,209.47	$ 5,173.60	$ 64.67	$ 11,769.33	$ 5,432.00	$ 67.90	$ 12,358.67	$ 5,704.00	$ 71.30
	5727	$ 9,926.80	$ 4,581.60	$ 57.27	$ 10,422.53	$ 4,810.40	$ 60.13	$ 10,944.27	$ 5,051.20	$ 63.14	$ 11,492.00	$ 5,304.00	$ 66.30	$ 12,067.47	$ 5,569.60	$ 69.62	$ 12,670.67	$ 5,848.00	$ 73.10
	5870	$ 10,174.67	$ 4,696.00	$ 58.70	$ 10,684.27	$ 4,931.20	$ 61.64	$ 11,218.13	$ 5,177.60	$ 64.72	$ 11,779.73	$ 5,436.80	$ 67.96	$ 12,369.07	$ 5,708.80	$ 71.36	$ 12,987.87	$ 5,994.40	$ 74.93
	6017	$ 10,429.47	$ 4,813.60	$ 60.17	$ 10,951.20	$ 5,054.40	$ 63.18	$ 11,498.93	$ 5,307.20	$ 66.34	$ 12,074.40	$ 5,572.80	$ 69.66	$ 12,677.60	$ 5,851.20	$ 73.14	$ 13,312.00	$ 6,144.00	$ 76.80
Adm Svs Director/Comm Dev Director	**6167**	$ 10,689.47	$ 4,933.60	$ 61.67	$ 11,223.33	$ 5,180.00	$ 64.75	$ 11,784.93	$ 5,439.20	$ 67.99	$ 12,374.27	$ 5,711.20	$ 71.39	$ 12,993.07	$ 5,996.80	$ 74.96	$ 13,643.07	$ 6,296.80	$ 78.71
Fire Chief	**6321**	$ 10,956.40	$ 5,056.80	$ 63.21	$ 11,504.13	$ 5,309.60	$ 66.37	$ 12,079.60	$ 5,575.20	$ 69.69	$ 12,682.80	$ 5,853.60	**$ 73.17**	$ 13,317.20	$ 6,146.40	$ 76.83	$ 13,982.80	$ 6,453.60	$ 80.67
Assitant Administrator	**6479**	$ 11,230.27	$ 5,183.20	$ 64.79	$ 11,791.87	$ 5,442.40	$ 68.03	$ 12,381.20	$ 5,714.40	$ 71.43	$ 13,000.00	$ 6,000.00	$ 75.00	$ 13,650.00	$ 6,300.00	$ 78.75	$ 14,332.93	$ 6,615.20	$ 82.69
Chief of Police	**6641**	$ 11,511.07	$ 5,312.80	$ 66.41	$ 12,086.53	$ 5,578.40	$ 69.73	$ 12,691.47	$ 5,857.60	$ 73.22	$ 13,325.87	$ 6,150.40	$ 76.88	$ 13,991.47	$ 6,457.60	$ 80.72	$ 14,691.73	$ 6,780.80	$ 84.76
	6807	$ 11,798.80	$ 5,445.60	$ 68.07	$ 12,388.13	$ 5,717.60	$ 71.47	$ 13,006.93	$ 6,003.20	$ 75.04	$ 13,656.93	$ 6,303.20	$ 78.79	$ 14,339.87	$ 6,618.40	$ 82.73	$ 15,057.47	$ 6,949.60	$ 86.87
	6977	$ 12,093.47	$ 5,581.60	$ 69.77	$ 12,698.40	$ 5,860.80	$ 73.26	$ 13,332.80	$ 6,153.60	$ 76.92	$ 14,000.13	$ 6,461.60	$ 80.77	$ 14,700.40	$ 6,784.80	$ 84.81	$ 15,435.33	$ 7,124.00	$ 89.05
	7151	$ 12,395.07	$ 5,720.80	$ 71.51	$ 13,015.60	$ 6,007.20	$ 75.09	$ 13,665.60	$ 6,307.20	$ 78.84	$ 14,348.53	$ 6,622.40	$ 82.78	$ 15,066.13	$ 6,953.60	$ 86.92	$ 15,820.13	$ 7,301.60	$ 91.27
	7330	$ 12,705.33	$ 5,864.00	$ 73.30	$ 13,341.47	$ 6,157.60	$ 76.97	$ 14,008.80	$ 6,465.60	$ 80.82	$ 14,709.07	$ 6,788.80	$ 84.86	$ 15,444.00	$ 7,128.00	$ 89.10	$ 16,217.07	$ 7,484.80	$ 93.56
	7513	$ 13,022.53	$ 6,010.40	$ 75.13	$ 13,674.27	$ 6,311.20	$ 78.89	$ 14,357.20	$ 6,626.40	$ 82.83	$ 15,074.80	$ 6,957.60	$ 86.97	$ 15,828.80	$ 7,305.60	$ 91.32	$ 16,620.93	$ 7,671.20	$ 95.89
	7701	$ 13,348.40	$ 6,160.80	$ 77.01	$ 14,015.73	$ 6,468.80	$ 80.86	$ 14,716.00	$ 6,792.00	$ 84.90	$ 15,452.67	$ 7,132.00	$ 89.15	$ 16,225.73	$ 7,488.80	$ 93.61	$ 17,036.93	$ 7,863.20	$ 98.29
	7894	$ 13,682.93	$ 6,315.20	$ 78.94	$ 14,367.60	$ 6,631.20	$ 82.89	$ 15,085.20	$ 6,962.40	$ 87.03	$ 15,839.20	$ 7,310.40	$ 91.38	$ 16,631.33	$ 7,676.00	$ 95.95	$ 17,463.33	$ 8,060.00	$ 100.75
	8091	$ 14,024.40	$ 6,472.80	$ 80.91	$ 14,726.40	$ 6,796.80	$ 84.96	$ 15,463.07	$ 7,136.80	$ 89.21	$ 16,236.13	$ 7,493.60	$ 93.67	$ 17,047.33	$ 7,868.00	$ 98.35	$ 17,900.13	$ 8,261.60	$ 103.27
	8293	$ 14,374.53	$ 6,634.40	$ 82.93	$ 15,093.87	$ 6,966.40	$ 87.08	$ 15,847.87	$ 7,314.40	$ 91.43	$ 16,640.00	$ 7,680.00	$ 96.00	$ 17,472.00	$ 8,064.00	$ 100.80	$ 18,345.60	$ 8,467.20	$ 105.84
	8500	$ 14,733.33	$ 6,800.00	$ 85.00	$ 15,470.00	$ 7,140.00	$ 89.25	$ 16,243.07	$ 7,496.80	$ 93.71	$ 17,056.00	$ 7,872.00	$ 98.40	$ 17,908.80	$ 8,265.60	$ 103.32	$ 18,804.93	$ 8,679.20	$ 108.49
	8713	$ 15,102.53	$ 6,970.40	$ 87.13	$ 15,858.27	$ 7,319.20	$ 91.49	$ 16,650.40	$ 7,684.80	$ 96.06	$ 17,482.40	$ 8,068.80	$ 100.86	$ 18,356.00	$ 8,472.00	$ 105.90	$ 19,274.67	$ 8,896.00	$ 111.20
	8931	$ 15,480.40	$ 7,144.80	$ 89.31	$ 16,255.20	$ 7,502.40	$ 93.78	$ 17,068.13	$ 7,877.60	$ 98.47	$ 17,920.93	$ 8,271.20	$ 103.39	$ 18,817.07	$ 8,684.80	$ 108.56	$ 19,758.27	$ 9,119.20	$ 113.99
	9154	$ 15,866.93	$ 7,323.20	$ 91.54	$ 16,660.80	$ 7,689.60	$ 96.12	$ 17,494.53	$ 8,074.40	$ 100.93	$ 18,369.87	$ 8,478.40	$ 105.98	$ 19,288.53	$ 8,902.40	$ 111.28	$ 20,252.27	$ 9,347.20	$ 116.84
	9383	$ 16,263.87	$ 7,506.40	$ 93.83	$ 17,076.80	$ 7,881.60	$ 98.52	$ 17,931.33	$ 8,276.00	$ 103.45	$ 18,827.47	$ 8,689.60	$ 108.62	$ 19,768.67	$ 9,124.00	$ 114.05	$ 20,756.67	$ 9,580.00	$ 119.75
	9618	$ 16,671.20	$ 7,694.40	$ 96.18	$ 17,504.93	$ 8,079.20	$ 100.99	$ 18,380.27	$ 8,483.20	$ 106.04	$ 19,298.93	$ 8,907.20	$ 111.34	$ 20,264.40	$ 9,352.80	$ 116.91	$ 21,278.40	$ 9,820.80	$ 122.76

MEMORANDUM OF UNDERSTANDING FOR THE SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION (SCEA)

FY 2024-25 through FY 2028-29

SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION
MOU 2021-2025

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SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION
MOU 2021-2025

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ARTICLE 1. PREAMBLE

The purpose of this Memorandum of Understanding (hereinafter "MOU" or "Agreement") is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

The City of Sonora (hereinafter "City") and the Sonora Confidential Employee's Association (hereinafter "SCEA" or "Association")(City and SCEA referred to collectively hereafter as "Parties") agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is important.

This Agreement is entered into pursuant to the Meyers- Milias-Brown Act, as amended, and has been jointly prepared by the parties. Nothing in this Agreement shall invalidate City Resolution No. 03-21-83-D.

ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution No. 3-21-83-D, City recognizes SCEA as the exclusive bargaining representative for the bargaining unit consisting of all regular full-time confidential employees in classifications including:

- Administrative Services Officer

Bargaining unit members covered by this Agreement are referred to herein as "Employee(s)," or "SCEA Employee(s)."

The terms of this Agreement shall apply to the Employees identified above. SCEA does not represent temporary or part-time employees with the exception of a bargaining unit Employee who has entered into an agreement with the City for a reduced work hour schedule, pursuant to Article 6 of this MOU.

ARTICLE 3. CITY RIGHTS

All rights, powers, functions, responsibilities, and authority of the City of Sonora, except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

The City agrees, to the extent required by Government Code Sections 3500, et seq., to meet and confer, upon request, with unit representatives concerning modifying or

changing wages, hours, and other terms and conditions of employment and shall fully consider presentations made by SCEA on behalf of its members prior to arriving at a determination of policy or course of action.

The Association shall have the right to grieve any violation of this Agreement by the City of Sonora.

ARTICLE 4. SALARY PLAN

Section 4.1: Pay Scale/Salary Schedule Effective November 11, 2024. The Parties agree that effective November 11, 2024, Employees' salaries are to be determined by the Pay Scale (or Salary Schedule), attached hereto as Exhibit "A" and incorporated herein. Employees regularly assigned a position in a classification covered by this Agreement shall be paid a salary within the range established for that position's classification.

Any pay raises due to Employees pursuant to the Salary Schedule (Attachment "A") shall be retroactive to November 11, 2024. Upon the effective date of the Pay Scale/ Salary Schedule, all Employees hired on or before that date shall have a new anniversary date, as set forth in Section 4.4, of November 11, 2024.

Any COLA increases due to Employees on July 1, 2024, under the prior MOU will be implemented. The pre-July 1, 2024, COLAs will remain in effect until the new Pay Scale becomes effective on November 11, 2024. Upon its effective date, the new Pay Scale/ Salary Schedule shall supersede and negate all prior COLA agreements and shall represent Employees' entire salaries.

Section 4.2: Biweekly Pay. Employees' regular and other compensation shall normally be paid on a biweekly basis via direct deposit pursuant to the designated pay schedule.

Section 4.3: Salary of New Employees. The first step of the Pay Scale/Salary Schedule (Step A) is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is to be appointed, the City Administrator may make the appointment at a salary level up through Step D. The City Council has the authority to make the appointment at salary step E.

Section 4.4: Increases Within Range.

4.4.1. Every regular Employee who is employed in a classification for which there is a salary range shall have an anniversary date. Effective November 11, 2024, the effective date of the Pay Scale/ Salary Schedule (as set forth in Section 4.1), the current anniversary date of all Employees hired on or before that date shall be reset to November 11, 2024, and they shall be eligible for their next salary increase on November 11, 2025, though the City Administrator may make an exception if such

implementation would result in a grossly unfair result for any Employee(s). All salary adjustments—excluding certificate, education, and longevity pay—are made effective on the anniversary date or any time thereafter, pending review and approval by the City Administrator. Eligibility for subsequent salary adjustments (excluding certificate, education, and longevity pay) will occur one year after the current anniversary date. The anniversary date refers to the date an employee is hired or promoted into a full-time position.

It is important to distinguish the anniversary date from the following:

- **Service date**: This is the date an employee was hired into a regular full-time position and is used to calculate vacation and longevity pay.
- **Hire date**: This is the date the employee first began working for the City, whether in a temporary, reserve, probationary, part-time, or other non-full-time capacity.

4.4.2. Salary range step advancement shall be administered as follows:

a. The second step (B) is merit advancement. Employees may advance to the second step (B) after completing one year of employment in the position at the review and approval of the City Administrator. The one-year period shall be a probation/orientation period.
b. The third step (C), fourth step (D), fifth step (E) and sixth step (F) are merit advancements conferred upon Employees upon the review and approval of the City Administrator. Employees shall be eligible for advancement to their next step on their subsequent anniversary date.
c. Except as set forth above, no other conditions, other than merit, will be necessary for members of SCEA to achieve the sixth step (F).

4.4.3. In any case, where due to unusual circumstances, rigid adherence to the foregoing principles relating to salary adjustments would cause a manifest injustice, the City Council may make such order relating thereto as, in its discretion, is proper.

4.4.4. No advance in steps shall be automatic upon completion of the period of service outlined herein above, and all increases shall be made 1) based on merit as established by the Employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator. An increase of pay shall be withheld in cases of inferior work, lack of application, indifferent attitude, and any other sufficient reason.

4.4.5. Each base salary adjustment, as set forth in Sections 4.4.1 and 4.4.2, shall become effective on the Employee’s anniversary, or at any time thereafter. Such salary adjustment shall be processed as of the beginning date of the pay period for

which the adjustment becomes effective.

Section 4.5: Compensation Study. City agrees to complete a class and compensation study after September 1, 2028, to be completed by March 31, 2029.

ARTICLE 5. LONGEVITY PAY

Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service (from the service date) with the City, and after each five (5) years of continuous service thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for the first ten (10) years of continuous service and 2.5% for each five-year increment thereafter. For example, after ten (10) years the Employee shall receive 2.5% increase over base salary, and after fifteen (15) years the Employee shall receive an additional 2.5% for a total of 5.0% increase over base salary. The longevity benefit is automatic and is not based on merit.

ARTICLE 6. REDUCED WORK HOUR SCHEDULE

In the event an Employee desires a reduction in their work-hour schedule, they must first make a written request to the City Administrator. If the City Administrator deems the request to have merit and be of mutual benefit to both the City and the Employee, the City Administrator may approve the request in writing. The Employee's base salary, other compensation and all benefits (i.e., leave accruals, insurances, etc.) will be pro-rated to correspond to the hours worked.

ARTICLE 7. EDUCATION INCENTIVE

Section 7.1: Degrees. Subject to verification and assessment by the City Administrator or designee, and subject to the limitations set forth below, the City agrees to provide a pay increase to Employees' base salary as an education incentive for those Employees who have attained the following degrees, unless such degrees are required for the position pursuant to the job description in the case of Employees hired after July 1, 2025:

- Associate’s degree: 2.5%
- Bachelor’s degree: 5.0%
- Master’s degree/ certified public accountant: 7.5%
- Doctorate: 10.0%

The City agrees, to the extent required by Government Code Sections 3500, et seq., (the Meyers-Milias-Brown Act) to meet and confer, upon request, with unit representatives concerning modifying or changing wages, hours and other terms and conditions of

employment and shall fully consider presentations as are made by SCEA on behalf of its members prior to arriving at a determination of policy or course of action.

Section 7.2: Maximum Incentive Pay. Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution that has received state approval toward the above degrees; the incentive shall not be cumulative. For example, if on the effective date of the Agreement, an Employee has attained a bachelor's degree, the Employee's base salary would increase by 5.0%. If the Employee subsequently attains a master's degree, the Employee's base salary would increase by 2.5%, for a total of 7.5%. 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.

Section 7.3: PERS/Taxable. The education incentive shall be included in the Employee's base salary and is considered reportable salary to PERS and taxable.

Section 7.4: City Administrator Verification. To qualify for the education incentive, the degree must be from a postsecondary institution accredited by the U.S. Department of Education. The City Administrator retains discretion as to whether the degree or the educational institution conferring the degree, is valid for the purpose of the incentive pay described herein. An Employee seeking the incentive pay must produce the original degree or an original letter from the educational institution granting said degree to the City Administrator for consideration relative to the educational incentive benefit. The City Administrator may require the Employee to provide additional or clarifying information.

Section 7.5: Tuition Reimbursement. Once an Employee has successfully completed a course (or obtained a certificate) approved in advance by the City Administrator in writing, the City will reimburse the employee up to a maximum of 50 percent (50%) of the fees and costs incurred by the Employee in obtaining the certificate, such as the cost for tuition and books and registration expenses. Travel time, time in class, gas, parking fees, mileage, and meal costs are explicitly not subject to City reimbursement.

In approving or disapproving courses for reimbursement, the City Administrator shall take the budget and fiscal state of The City into account. The City Administrator, in their sole discretion, determines the merit of the courses/certificates proposed by the employee and the percentage of fees/costs subject to reimbursement upon the Employee's successful completion. Costs/expenses incurred by an Employee for courses they did not complete are not reimbursable, regardless of type.

The Employee is responsible for obtaining the City Administrator's express written

authorization for the specific certificate/course proposed by the Employee and for obtaining the City Administrator's determination as to which fees/costs are subject to partial reimbursement from the City, and to what degree, before making any expenditures. The Employee is responsible for the remaining percentage (minimally 50%) of the fees/costs, as determined by the City Administrator in advance, and is responsible for one hundred percent (100%) of the non-reimbursable expenses. The Employee must submit proof of all reimbursable costs/fees and proof of course or certificate completion.

ARTICLE 8. INSURANCE COVERAGE

Section 8.1: Current Employees. For the term of this MOU, the City agrees to provide medical, dental, vision, life, and long-term disability insurance coverage to current Employees and their dependents, if any, subject to the terms below and as indicated by category.

Section 8.2: New Hires. For new hires, medical, dental, vision, life, and long-term disability insurance coverages, as set forth below, become effective the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day of the month, in which case coverage is effective immediately.

Section 8.3: Termination of Benefits. All medical, dental, vision, life, and disability insurance will end for terminating Employees and their dependents, if any, on the Employee's date of separation from the City, unless otherwise provided for by this Agreement or as indicated by law.

For any Employee on leave of absence for more than 10 consecutive working days, medical, dental, vision, life, long-term disability insurance, and retirement benefits provided by the City shall not be provided upon expiration of sick leave, vacation, and administrative leave, subject to provisions of State and Federal law. If the Employee elects medical, dental, vision, and life insurance, it shall be paid at the COBRA rate and payment from the Employee shall be due monthly in advance. Payment may be prorated, as appropriate.

Section 8.4: Medical Insurance.

8.4.1. All Employees in regular full-time positions shall be eligible to participate in health, dental, and vision insurance programs authorized by the City as follows:

8.4.2. Each Employee will contribute twenty percent (20%) to the monthly premium costs of the medical plan that the Employee chooses for the Employee and the Employee's dependents, if any, via pre-tax bi-weekly payroll deductions.

8.4.3. Employees, whose dependents have coverage elsewhere, and who elect not to enroll their dependents in the City's plan, or who discontinue dependent coverage through the City's plan, will receive $45.00 additional taxable compensation per pay period subject to the following:

a. Employees who currently have dependent coverage may delete dependents only if they are able to show that their dependent(s) has medical coverage elsewhere or is no longer eligible for coverage (e.g., dependent child who has reached the maximum allowed age for coverage, divorce of spouse, death of dependent, etc.).

b. If the dependent has other health care coverage, the Employee must provide the City with the appropriate documentation, including a copy of the dependent's coverage card, showing proof of coverage.

c. During December of each year, Employees who do not have dependent coverage will be required to submit the appropriate information indicating that they either have no dependents to cover, or their dependents have coverage elsewhere.

d. There will be no proration of in-lieu benefits.

8.4.4 Dependent enrollment/re-enrollment shall be subject to the following conditions:

a. Dependents, who are deleted from the City's coverage, and subsequently elect to come back under the City's plan, will be allowed to do so at the beginning of a calendar month. Any dependent who is re-enrolled will be subject to the same conditions as any newly enrolled participant in the plan, subject to State and Federal law.

b. Employees who elect to add a new dependent(s) who have never been under the City's policy, may do so at the beginning of any calendar month. If the Employee is currently receiving dependent in-lieu pay, the in-lieu pay will end at the conclusion of the pay period preceding the addition of the dependent. For instance, if an Employee adds a new dependent on March 1st, and the prior pay period ends on February 24th, the Employee's last in-lieu pay would be for the pay period ended February 24th.

c. All new Employees to the City will fall under these same provisions.

Section 8.5: Life Insurance. The City shall provide, and pay premiums for, term life insurance for current Employees, with a payoff value equal to the Employee's annual salary at the time of death (or disability, if provided by policy), with a salary cap of $150,000.

The City shall also provide, and pay premiums for, the following dependent life insurance coverage for current Employees:

a. Spouse $25,000
b. Dependent $10,000

Section 8.6: Vision Program. The City shall provide Employees covered by this Agreement and their dependents with a vision care program and pay 100% of whichever plan it selects.

Section 8.7: Dental Program. The City shall pay for dental coverage up to $1,000.00 per person per calendar year pursuant to the City's selected plan.

Section 8.8: Long-Term Disability. The City agrees to provide and pay for long-term disability insurance. The City, at its option, may change the carrier, but cannot change coverage without going through the meet and confer process.

Section 8.9: Annual Physical. City agrees to provide Employees an allowance of two hundred and fifty dollars ($250) per fiscal year (July 1st - June 30th) for an annual physical examination upon receipt of an "Employee Physical Verification" form signed by the Employee's physician and/or physician's representative.

ARTICLE 9. POST-RETIREMENT BENEFITS

Section 9.1: Employees Hired into the Unit on or Before July 1, 2024. For Employees hired to a classification covered by this Agreement (as set forth in Article 2) on or before July 1, 2024, who retire from City employment after a minimum of ten (10) years of continuous service as a full-time benefitted Employee, the City will provide them the medical, dental, and vision programs currently provided to active Employees in the Management Association, subject to the following conditions:

a. The City agrees to pay fifty percent (50%) of the then monthly premium for such coverage for a retired Employee having attained the age of 55.
b. The retired Employee shall be responsible for fifty percent (50%) of the monthly premium and the same deductible as other Employees.
c. The retired Employee shall not be responsible for any City self-funded portion.
d. The City agrees to pay seventy-five percent (75%) of the then monthly premium for such coverage upon the retired Employee attaining the age of 60.

e. The retired Employee shall be responsible for twenty-five percent (25%) of the monthly premium and the same deductible as other employees of the Association upon attaining the age of sixty (60).

f. The Retired Employee shall not be responsible for any City self-funded portion.

g. It is understood that Employees who retire before age 60, and receive the benefit of the above paragraph, shall benefit from the paragraph upon attaining age 60.

h. If the retiring/retired Employee chooses not to participate in the City's plan upon retirement, they will not be allowed to be reinstated.

i. If the retiring/retired Employee chooses to participate in the City's plan(s) upon retirement and subsequently withdraws from the plan(s), he or she will not be allowed to be reinstated.

j. Spouse and dependents may be included in this coverage, at the Employee's discretion, with the same provisions and conditions applicable to the retired Employee, and subject to the provisions below.

k. Dependent coverage shall be limited to the same criteria as that of dependent coverage for active Association members (currently coverage until the age of 26).

l. Employees who were not hired to a position/classification covered by this Agreement as of July 1, 2024, are explicitly excluded from the benefit described in this Section (9.1).

m. Current SEA Employees hired on or before 07/01/2024 shall be entitled to receive the above listed benefits if they are subsequently promoted or reclassified, subject to ten (10) years of continuous service and other provisions in this article.

9.1.1. In the future, should the Association agree to modify or reduce such coverage as outlined above for active SMEA Employees, the City agrees to make any of the City's then current coverage available to retired Employees hired into a position/classification covered by this Agreement on or before July 1, 2024, under the terms described herein.

9.1.2. In the event of the death of the retired Employee, his or her surviving spouse and any existing covered and then-enrolled dependents will be allowed to continue coverage under the conditions set forth in this Article; however, they will not be allowed to add individuals to the City's plan.

9.1.3. Coverage for the retired Employee shall terminate sixty (60) days after he/she becomes eligible for Medicare coverage. Coverage for the surviving spouse shall terminate sixty (60) days after he/she becomes eligible for Medicare coverage. All remaining dependents' coverage shall terminate sixty (60) days after the retired Employee or surviving spouse becomes eligible for Medicare.

Section 9.2: Employees Hired into the Unit after July 1, 2024. Employees hired, promoted, or transferred to a position/classification covered by this Agreement after July 1, 2024, or who were not otherwise an Employee described in Article 2 as of that date, are not eligible for post-retirement medical benefits or any other non-pension post-employment benefits and they are specifically excluded from the benefits set forth in Section 9.1.

Section 9.3: Employee Retiree Medical Discussions. The City agrees to continue to explore the feasibility of any SCEA proposals regarding potential post-retirement medical benefits for Employees hired, promoted, or transferred into the Unit after July 1, 2024, that would not be unduly financially burdensome for the City, and which would help the City recruit and retain Employees. Proposals may be submitted to the City Administrator. Should the City Administrator agree in theory to a proposal, upon direction from the City Council, SCEA, and the City Administrator may negotiate the Employees' contribution and the City's contribution.

Article 10. SICK LEAVE

Section 10.1: Sick Leave Accumulation and Use. Employees shall accumulate sick leave at the rate of 1.25 days per month/10.0 hours per month. (10.0 x 12 = 120.0 + 26 pay periods = 4.62 hours' accrual per pay period). Subject to the cash-out provisions below, an Employee may accumulate sick leave without limitation subject to the following:

1. The rate of pay shall be based upon the Employee's current rate of pay.

2. Employees may use their accumulated Sick Leave for paid time off work due to illness or injury. Sick leave must be taken in fifteen-minute increments, rounded up (e.g., if any employee is gone for twenty minutes, thirty will be recorded).

3. Employees may be granted leave with pay or leave without pay when the absence is required because of illness or injury of a member of the immediate family.
4. Each day utilized for this leave shall be subtracted from the Employee's sick leave entitlement.

5. The Department Head or City Administrator may require justification for the need for this leave before approving the leave.

6. Employees may use a maximum equal to the current year's accrual in any given year of sick leave accrual for the purpose of family sick leave.

7. In unusual instances the City Administrator may extend family sick leave provisions. For the purpose of this subsection "immediate family" shall be defined as that found within the adopted Personnel Rules and Regulations of the City of Sonora.

8. Employees who use two (2) shifts or less (16.0 hours) or less of sick leave per fiscal year, shall be credited with one (1) additional shift (8.0 hours) of Administrative Leave.

Section 10.2: Conversion of Unused Sick Time to Vacation. At the end of each fiscal year the Employee shall have the option of accumulating unused sick leave or, in the alternative, may trade all unused sick leave from the previous fiscal year for additional vacation time, subject to the following:

a. In the event of a trade, not less than one hundred percent (100%) of the unused sick leave for the previous fiscal year can be traded.

b. If sick leave is traded for vacation time it shall be traded as two (2) days of sick leave for one (1) day of vacation or the equivalent.

c. The maximum amount of Vacation accumulation permitted by years of service, as set forth below, shall not be exceeded by operation of any Sick Leave conversion: employees who have reached their maximum accrual may not exceed it through trade.

Section 10.3: Sick Leave Conversion Upon Separation of Employment.

10.3.1. Employees hired on or before July 1, 2024, with a minimum of five (5) years of continuous, full-time regular employment who terminate from the City, for other than service retirement, are eligible for a maximum payoff, at full salary, of 480.0 hours accumulated sick leave.

10.3.2. Employees hired after July 1, 2024, with a minimum of five (5) years of continuous, full-time permanent employment, who terminate from the City, for other than service retirement, are eligible for a maximum payoff of 300.0 hours of accumulated sick leave at full salary.

Section 10.4: Sick Leave Conversion Upon Retirement.

10.4.1. An Employee hired on or before July 1, 2024, upon retirement from the City, may obtain a payout of up to: (1) 480 hours of accrued Sick Leave at their current hourly rate of pay and (2) an additional 240 hours of accrued Sick Leave at fifty percent (50%) of their current hourly rate of pay.

a. As an alternative, upon retirement from the City, an Employee hired on or before July 1, 2024, may: (1) obtain a payout of up to 480 hours of accrued Sick Leave at their current hourly rate of pay; and (2) apply up to 480 hours of accrued Sick Leave toward the monthly medical, dental and/or vision premium costs which occur following the employee's effective service retirement date through and including the date when the employee becomes eligible for Medicare.

b. Any remaining sick leave hours that are not paid off may be reported to CALPERS to be incorporated into the Employee's Retirement Service Credit balance, as legally allowed.

10.4.2. Employees Hired After July 1, 2024. An Employee hired after July 1, 2024, upon retirement from the City, may obtain a payout of up to: (1) 240 hours of accrued Sick Leave at their current hourly rate of pay and (2) an additional 240 hours of accrued sick leave at fifty percent (50%) of their current hourly rate of pay. Any remaining sick leave hours that are not paid off may be reported to CALPERS to be incorporated into the Employee's Retirement Service Credit balance, as legally allowed.

Section 10.5: Sick Leave Donation. An Employee may donate sick leave to another full-time benefitted employee on an hour-per- hour basis, subject to the following:

a. The Employee requiring the sick leave donation must have exhausted all leave balances.

b. Employees donating sick leave must keep a minimum sick leave accrual balance of eighty (80.0) hours.

c. If an Employee has less than 80.0 hours of sick leave accrual, that Employee will not be eligible to donate sick leave.

d. All donors will remain confidential.

ARTICLE 11. ADMINISTRATIVE LEAVE

Section 11.1: Annual Administrative Leave. Employees shall receive 12 shifts (96.0 hours), annual Administrative Leave as of July 1st of each year during the term of this Agreement.

Section 11.2: New Employees/ Prorated Administrative Leave. A new Employee shall receive Administrative Leave on a pro-rated basis in a lump sum (96 hours / 26 pay periods = 3.69 hours per pay period) subject to the following:

a. If an Employee is in paid status for any portion of a pay period, he/she will be entitled to a full accrual.

b. For example, if an Employee was hired during the 10th pay period of the fiscal year, he/she would be entitled to 62.78 hours of Administrative Leave (17 pay periods x 3.69 = 62.78).

Section 11.3: Maximum Administrative Leave Accrual. In no event shall an Employee accrue Administrative Leave beyond a ceiling of two (2) years' worth of accruals.

Section 11.4: Sell-Back of Administrative Leave. An Employee may sell up to a total of four weeks of accrued administrative leave or vacation leave to the City each calendar year on the condition the Employee maintains a balance of one-year accrual of administrative leave as defined in Section 11.1 and subject to the following:

a. An Employee may sell back no more than a total of four weeks (regardless of the combination of Administrative or Vacation Leave) during any calendar year.

b. Employees who elect to sell back Administrative Leave must submit an irrevocable election form before December 31st in the preceding calendar year specifying the number of hours of Administrative Leave that he or she will irrevocably elect to cash out in the following calendar year.

c. The form will be automatically processed and paid by January 31st of the following year. Employees who do not make an election, by submitting the irrevocable election form before December 31st of the current year, will not be able to sell back Administrative Leave benefits in the following calendar year.

d. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

ARTICLE 12. BEREAVEMENT LEAVE

In the event of a death of an Employee's immediate family or other close relative, as defined by the City's Personnel Rules & Regulations, an Employee may be granted leave of absence with pay not to exceed five (5) working days.

Time not worked because of such bereavement leave shall not adversely affect an Employee's leave accrual (e.g., vacation, sick leave, Administrative Leave, etc.)

ARTICLE 13. JURY DUTY

Employees shall receive their full regular pay for the time served on a jury that falls within their regular assigned shift. Additionally, any fees the Employee receives from the court for such duty, including compensation, mileage, and subsistence allowances will be retained by the employee.

ARTICLE 14. DIFFERENTIALS

All Employees shall be placed at a base salary step which is at least at least 10% more than the base salary step of any employee they supervise.

ARTICLE 15. HOLIDAYS.

Section 15.1: Holiday Compensation. Regular, full-time Employees are entitled to sixteen (16) paid holidays per year, as follows:

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Day
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- June 19th - Juneteenth
- July 4 - Independence Day
- First Monday in September - Labor Day
- Second Monday in October - Columbus Day
- November 11 - Veterans' Day
- Thanksgiving Day & Friday following Thanksgiving Day
- Christmas Eve & Christmas Day
- Three (3) Floating Holidays to be taken at the Employee's option.

The City shall provide SCEA Employees 128 hours annually in lieu of Holiday or Float Pay

accrued at the rate of 4.92 hours per pay period. The City's payment of these one hundred and twenty-eight (128) hours shall fully compensate Employees for the above-referenced thirteen holidays and three floating holidays even if an Employee is required to work on any of the above-referenced holidays. Employees' use of the 128 hours of Holiday Pay during a fiscal year will be deducted on an hour-for-hour basis.

Section 14.2: Additional Holidays Recognized. Any holiday not identified in this MOU that is granted by the City Council to a 40.0 hour-per-week employee shall result in the City increasing the number of Holiday hours paid to Employees in this unit by eight (8.0) hours for that fiscal year. Additional days designated by the Congress of the United States or by the Governor of California as legal holidays which are observed by the City shall also result in additional Holiday hours provided to each Employee in this unit for that fiscal year for the term of this MOU.

Section 14.3: Annual Holiday Cash-Out. City will pay the cash value, at the current rate of pay, of any unused balance of the one hundred and twenty-eight (128) hours at the end of a fiscal year to the Employee at the first full pay period in July of the following fiscal year.

ARTICLE 15. VACATION

Section 15.1: Vacation Accrual Rate. Employees covered by this Agreement shall earn annual vacation, based on years of service, equal to the highest negotiated MOU, which at the time of this agreement is as follows:

Vacation Accrual Schedule (Based on 8 Hours/Day)		
Years of Service	Annual Vacation Days	Accrual Rate
01-03	10	3.08
04-10	15	4.62
11-15	20	6.15
16+	25	7.69

- 15 days will be the accrual rate after the third full year of employment.
- 20 days will be the accrual rate after the tenth full year of employment.
- 25 days will be the accrual rate after the fifteenth full year of employment.

Employees' vacation accrual rate will be based on years of continuous service to the City and/or comparative service with another governmental agency, as determined by the City Administrator or his/her designee.

Section 15.2: Maximum Vacation Accrual. Beginning upon employment, full-time, permanent Employees continually earn vacation time, which they accumulate from year to year until they have banked twice their annual accrual rate, as set forth below. No Employee shall accrue vacation time beyond two (2) years' accruals. Once an Employee has accumulated twice their annual vacation accrual rate, the Employee shall not accrue more vacation time until they use vacation time so that their banked hours fall below their maximum accumulation.

Section 15.3: Maximum Vacation Accrual in Extenuating Circumstances. In no event shall an Employee accrue vacation beyond a ceiling of 2 years, however, under extenuating circumstances, the City Administrator may grant an Employee written approval to raise the maximum accrual for a specific period. Said time period may be extended in writing by the City Administrator or his/her designee.

Section 15.4: Vacation Cash-Out. An Employee may sell a total of four weeks of accrued vacation leave or administrative leave to the City each calendar year on the condition that the SCEA Employee maintains a balance of one year's worth of accrued vacation leave as defined in Section 15.1. An Employee may not sell back more than a total of four weeks (regardless of the combination of Administrative or Vacation Leave) during any calendar year, unless the City Administrator, in his or her sole discretion, determines Employees should be allowed to sell back more time due to chronic staff shortages and the need to fill shifts resulting in lost accruals.

Section 15.5: Irrevocable Election Form (IRS). Employees who elect to sell back vacation leave pursuant to Section 15.4 must submit an irrevocable election form before December 31st in the preceding calendar year specifying the number of hours of vacation leave that he/she will irrevocably elect to cash out in the following calendar year.

a. The form will be automatically processed and paid by January 31st. Employees who do not make an election, by submitting the irrevocable election form before December 31st of the current year, will not be able to sell back vacation leave benefits in the following calendar year.

b. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

ARTICLE 16. CALPERS

The City shall provide miscellaneous Employee's pension benefits through the California Public Employees' Retirement System ("CalPERS").

Employees' retirement benefit formula and required contributions under CalPERS will depend upon the Employee's date of membership with CalPERS, their CalPERS designation as "Classic" or "New" Members as defined by law, and their classification.

Section 16.1: Miscellaneous Employees/ "Classic" Members. Miscellaneous Employees who became CalPERS members before January 1, 2013, and who are defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA") will be enrolled in the following benefit formula: Two Point Seven Percent (2.7%) at Fifty-Five (55) Plan for Miscellaneous Members.

Section 16.2: Employer Contributions for "Classic" Members. For Employees classified as Classic Members, the Employee shall pay 100% of Employee contribution costs.

Section 16.3: Miscellaneous Employees/ "New Members." Miscellaneous Employees who became members of CalPERS on or after January 1, 2013, and who are defined as "New Members" under PEPRA will be enrolled in the following benefit formula: Two Percent (2%) at Sixty-Two (62) for Miscellaneous Members, subject to the requirements set forth in Section 16.4.

Section 16.4: Employer Contributions for "New" Members. PEPRA requires that all New Member Employees pay a contribution rate of at least 50% of the total normal cost rate for their defined benefit plan. PEPRA also prohibits Employer Paid Member Contributions ("EPMC") for New Members. As such, all Employees classified as New Members shall pay 100% of the Employee share and the City shall pay 100% of the employer share of the pension contribution costs.

Thus, all Employees, whether Classic or New Members, shall pay 100% of the Employee's contribution costs.

ARTICLE 17. WORKERS' COMPENSATION

Section 17.1: Supplementation of Workers' Compensation Benefits. Employees with five (5) years' service or more shall be allowed to borrow up to four (4) years of sick leave (96.0 hours x 4 years = 384.0 hours) to supplement Workers' Compensation payments for workers' compensation claims after the Employee has used his/her current sick leave balance.

Section 17.2: Repayment of Sick Leave. Upon the Employee's return to duty, he/ she shall repay of any sick leave borrowed pursuant to Section 17.1 on an hour-for-hour exchange as the Employee re-accrues sick leave. If the Employee terminates employment, including service retirement, said Employee will be responsible for the

repayment of the borrowed sick leave at his/her current rate of pay, at the time of separation from City service subject to the following:

a. The amount of sick leave repayment still owed by the Employee will be deducted from the final separation payroll check.

b. If there are no sufficient monies to cover the amount owed, the Employee shall either immediately pay off any remaining unpaid amount or enter into an agreement with the City for such reimbursement.

c. In no event shall repayment exceed a period of six months.

d. If the Employee is deemed permanently totally disabled, due to an accepted work-related injury, any borrowed sick leave shall not be repaid.

e. If, after an Employee returns from a workers' compensation leave, has a credit in their sick leave balance, and then becomes ill, or requests family sick leave, and takes additional time off, such Employee shall be allowed to take additional sick leave. However, in no event shall an employee be allowed to exceed a 480.0-hour credit.

Section 17.3; Expenditure of Leave Balances. Once all leave balances have been expended, the City shall maintain the Employee's current medical, dental, vision, life insurance, and long-term disability at no additional cost to the Employee, beyond his/her regular contribution, during any Workers' Compensation leave.

ARTICLE 18. AUTO ALLOWANCE

It is the City's declared Policy that Employees who are required to be subject to call-out, or call-back, or who are required to travel inside or outside the City limits in performing their employment functions shall be furnished with the use of a City-owned and maintained vehicle for such travel or be reimbursed at the IRS rate if a vehicle is not available.

The Administrative Services Officer will receive a permanent parking pass for the first level of the Terzich Parking Structure.

ARTICLE 19. CELL PHONES

Employees will be paid a monthly stipend of One Hundred Dollars ($100.00) as a cellphone allowance in lieu of being issued or using a City cellphone. Once this stipend is paid, it is the Employee's responsibility to maintain a cell phone and to have it available for business use.

ARTICLE 20. BENEFITS PARITY

If, during the term of this Agreement, the City grants employees in the SMEA bargaining unit an across-the-board increase or decrease to base salaries, COLAs, incentives, or other compensation or benefits; including but not limited to retirement or insurance benefit or contribution levels, or vacation/sick leave accruals as contained in the 2024-2029 SMEA MOU, Employees covered by this Agreement shall receive a like-kind adjustment.

ARTICLE 20. WORK FURLOUGH

With a demonstration of a critical operating budget deficit, the City can implement a work furlough program, up to a 10% reduction in pay and a corresponding 10% reduction in time worked (hours). With respect to pay, up to a 10% reduction shall be reflected bi-weekly, in each regular paycheck issued by the City. Leave balances and benefits will not be affected by the reduction in hours.

Examples of a critical operating budget would include:

a. General Fund budget deficit reducing the General Fund Reserves to less than 20% of the General Fund budget for two or more years.

b. An economic slowdown that causes a five percent (5%) decrease in City General Fund revenues for two or more consecutive years, etc.

ARTICLE 21. REOPENER

The City and SCEA agree that if the City reserves drop below 25%, they will reopen this MOU and renegotiate the terms set forth herein without exception.

SCEA acknowledges City intends to revise its Personnel Rules and Regulations during the term of this Agreement and agrees nothing in this Agreement shall prevent it from modifying the Personnel Rules and Regulations in any way. City agrees to meet and confer with SCEA prior to implementing the revised Rules and Regulations pursuant to the Meyers-Milias-Brown Act. In the event a term in the revised Personnel Rules and Regulations conflicts with a term in this Agreement, the term of this Agreement shall prevail.

ARTICLE 22. FLEXIBLE WORK WEEK

Employees will have the option of working flexible work weeks as approved by the City Administrator.

ARTICLE 23. SAVING CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision. Either party may invoke the provision of impasse under City of Sonora Resolution No. 3-21-83-D, if applicable.

ARTICLE 24. TERMINATION CLAUSE

Under the terms of this Agreement, all full-time Employees to which this Memorandum of Understanding applies, shall enjoy the same employment property rights afforded to City employees, who are afforded due process for termination and disciplinary actions, unless otherwise agreed to by Employment Agreement.

ARTICLE 25. PERSONNEL RULES AND REGULATIONS

The Personnel Rules and Regulations, as amended from time to time, including its definitions, are expressly included herein and its terms and provisions are applicable to SCEA and its members except those terms and provisions explicitly contradicted by the terms and provisions of this Agreement. Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

The City and SCEA acknowledge the City will update the Personnel Policies and Procedure Manual during the term of this MOU, which may include substantive changes that do not conflict with this Agreement. The City will meet and confer with SCEA before implementing any new policies.

ARTICLE 26. TERM OF AGREEMENT

The term of this MOU is five (5) years, from July 1, 2024 through June 30, 2029.

ARTICLE 27. FULL AGREEMENT

SCEA and the City agree upon the following:

1. This Agreement constitutes a full and complete agreement by the parties and contains all the matters upon which the parties' reached agreement.

2. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach an agreement.

3. All rights, powers, functions, responsibilities, and authority of the City of Sonora except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

4. This Agreement constitutes the sole, entire, and existing Agreement, and supersedes all prior MOUs and undertakings, oral and written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long- established traditions.

5. Where this Agreement is silent, provisions of the adopted Personnel Rules and Regulations, as amended from time to time, shall apply.

6. Except in cases of emergency, SCEA shall be given reasonable notice of any ordinance, resolution, rule, or regulation - directly relating to a matter within the scope of representation - proposed to be enacted by the City and shall be given the opportunity to meet with confidential bargaining unit representatives prior to enactment.

7. This Agreement shall be effective July 1st, 2024, through June 30th, 2029, as witnessed hereto by the following parties:

[Signature Page to Follow]

SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION

_____

Tracy Skelly, President

CITY OF SONORA

_____

Ann Segerstrom, Mayor

_____

Melissa Eads, City Administrator

SONORA CONFIDENTIAL EMPLOYEES ASSOCIATION
EFFECTIVE November 11, 2024

Adders:

2.5% Longevity Pay After 10 Years of Service, Then For Every 5 Years Thereafter

2.5% for AA; 5.0% for BA/BS; 7.5% for Masters or CPA; 10.0% for Doctorate.

		Step A			Step B			Step C			Step D			Step E			Step F		
		Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly
Admin Svs Officer	**4256**	$ 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	$ 9,415.47	$ 4,345.60	$ 54.32
	4362	$ 7,560.80	$ 3,489.60	$ 43.62	$ 7,938.67	$ 3,664.00	$ 45.80	$ 8,335.60	$ 3,847.20	$ 48.09	$ 8,751.60	$ 4,039.20	$ 50.49	$ 9,188.40	$ 4,240.80	$ 53.01	$ 9,647.73	$ 4,452.80	$ 55.66
	4471	$ 7,749.73	$ 3,576.80	$ 44.71	$ 8,138.00	$ 3,756.00	$ 46.95	$ 8,545.33	$ 3,944.00	$ 49.30	$ 8,973.47	$ 4,141.60	$ 51.77	$ 9,422.40	$ 4,348.80	$ 54.36	$ 9,893.87	$ 4,566.40	$ 57.08
	4583	$ 7,943.87	$ 3,666.40	$ 45.83	$ 8,340.80	$ 3,849.60	$ 48.12	$ 8,758.53	$ 4,042.40	$ 50.53	$ 9,197.07	$ 4,244.80	$ 53.06	$ 9,656.40	$ 4,456.80	$ 55.71	$ 10,140.00	$ 4,680.00	$ 58.50
	4698	$ 8,143.20	$ 3,758.40	$ 46.98	$ 8,550.53	$ 3,946.40	$ 49.33	$ 8,978.67	$ 4,144.00	$ 51.80	$ 9,427.60	$ 4,351.20	$ 54.39	$ 9,899.07	$ 4,568.80	$ 57.11	$ 10,394.80	$ 4,797.60	$ 59.97
	4815	$ 8,346.00	$ 3,852.00	$ 48.15	$ 8,763.73	$ 4,044.80	$ 50.56	$ 9,202.27	$ 4,247.20	$ 53.09	$ 9,661.60	$ 4,459.20	$ 55.74	$ 10,145.20	$ 4,682.40	$ 58.53	$ 10,653.07	$ 4,916.80	$ 61.46
	4935	$ 8,554.00	$ 3,948.00	$ 49.35	$ 8,982.13	$ 4,145.60	$ 51.82	$ 9,431.07	$ 4,352.80	$ 54.41	$ 9,902.53	$ 4,570.40	$ 57.13	$ 10,398.27	$ 4,799.20	$ 59.99	$ 10,918.27	$ 5,039.20	$ 62.99

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Gorsky, Administrative Services Director

SUBJECT: Consider Approval of Resolution 03-17-2025-F, Updating the Job Descriptions and Education Requirements for the Administrative Services Officer/City Clerk, Community Development Director, Police Chief, Police Lieutenant, and Fire Chief.

RECOMMENDATION:

Consider Approval of Resolution 03-17-2025-E, Updating the Job Descriptions and Education Requirements for the Administrative Services Officer/City Clerk, Community Development Director, Police Chief, Police Lieutenant, and Fire Chief.

BACKGROUND:

Historically, the City has required a bachelor's degree for positions within the Sonora Management Employees' Association (SMEA) and the Sonora Confidential Employees Association (SCEA). While formal education is valuable, the current job market, evolving workforce needs, and ongoing recruitment challenges suggest that such a requirement may unnecessarily limit the City's applicant pool. Many highly skilled candidates with relevant experience, certifications, and training could be excluded solely due to the lack of a formal degree. Many cities, particularly in California, have been re-evaluating degree requirements to attract a broader and more diverse talent pool. This approach aligns with evolving industry trends, where practical experience and job-related skills are increasingly recognized as essential hiring factors.

Expanding the Applicant Pool

- Reducing the bachelor's degree requirement to a preferred qualification will allow qualified applicants with relevant experience but without a formal degree to be considered.
- This change could improve recruitment efforts, especially for positions that have historically been difficult to fill due to degree requirements.

Recognizing Experience and Certifications

- Many job functions require hands-on experience, technical skills, or professional certifications rather than a formal degree.
- By modifying the degree requirement, the City can prioritize practical expertise, leadership abilities, and industry-specific training over traditional academic credentials.

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

Addressing Recruitment and Retention Challenges

- Many public agencies and private sector employers have removed strict degree requirements due to hiring challenges.
- The City is competing with agencies that do not require a bachelor's degree, making it harder to attract top talent under current policies.
- Updating this requirement could help retain valuable internal employees who may be eligible for promotion based on experience but lack a degree.

Aligning with Industry Trends and Equity Initiatives

- Many organizations, including state and federal agencies, are shifting toward skills-based hiring to improve workforce diversity and equity.
- This approach helps remove barriers for candidates from underrepresented backgrounds who may not have access to higher education but possess the skills needed to perform the job effectively.

FISCAL IMPACT:

There is no direct financial impact to the General Fund. However, this could lead to lower vacancy rates and reduced recruitment costs.

ATTACHMENTS:

- Resolution 03-17-2025-F
- Updated job descriptions for the Administrative Services Officer/City Clerk, Community Development Director, Police Chief, Police Lieutenant, and Fire Chief are included for review.

CORE COUNCIL PRIORITIES:

Staffing - Salary, Benefits, Training, and Retention

RESOLUTION 03-17-2025-F

A RESOLUTION OF THE SONORA CITY COUNCIL APPROVING THE UPDATED JOB DESCRIPTIONS FOR THE ADMINISTRATIVE SERVICES OFFICER/CITY CLERK, COMMUNITY DEVELOPMENT DIRECTOR, FIRE CHIEF, POLICE CHIEF, AND POLICE LIEUTENANT POSITIONS

WHEREAS, the City of Sonora recognizes the importance of attracting a diverse and qualified pool of candidates for key leadership positions within municipal government and public safety; and

WHEREAS, the current job descriptions for the positions of Administrative Services Officer/City Clerk, Community Development Director, Fire Chief, Police Chief, and Police Lieutenant include education requirements that may limit the pool of qualified applicants; and

WHEREAS, removing certain education requirements will allow for a more inclusive recruitment process while ensuring that candidates are evaluated based on experience, skills, and professional accomplishments; and

WHEREAS, the City of Sonora City Council seeks to enhance recruitment efforts by prioritizing relevant professional experience and demonstrated leadership abilities over rigid educational prerequisites; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve the updated job descriptions for the following positions:

Administrative Services Officer/City Clerk
Community Development Director
Fire Chief
Police Chief
Police Lieutenant

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 17th day of March 2025, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Ann Segerstrom, Mayor, City of Sonora

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

MARCH 2025
FLSA: EXEMPT

ADMINISTRATIVE SERVICES OFFICER/CITY CLERK

DEFINITION

Under general direction, performs a variety of technical and professional support duties and services for city administration in the areas of personnel, risk management, payroll, and city clerk responsibilities; ensures compliance with established federal, state, and local requirements and guidelines; serves as the City's filing officer to the Fair Political Practices Commission. Coordinates activities with other city officials, departments and outside agencies and organizations; provides highly responsible and complex administrative support to the City management and City Council and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision and direction from the Administrative Services Director and City Administrator. Exercises general direction over administrative support staff and provides guidance to ensure information and processes that relate to records, personnel and risk management are compliant with established regulations.

CLASS CHARACTERISTICS

This is a fully qualified professional journey-level classification. Positions at this level possess a comprehensive, authoritative understanding of department or division functions and activities, and provide support to executive management staff in the completion of their duties, in addition to completing administrative, professional, and technical assignments and assisting in managing department projects and programs. Incumbents at this level are capable of performing advanced and complex professional and programmatic support duties requiring the use of considerable discretion and independent judgment in performing assigned work and have responsibility for ensuring the efficient and effective functioning of assigned program or operational area. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to deliver work products or services.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Provides professional level administrative and programmatic support in the areas of personnel operations, risk management, FPPC Compliance, payroll, records retention, and city clerk functions including recruitment and selection, employee benefits, workers' compensation, and employee improvement plans.
- Coordinates with management and staff to ensure compliance with established federal, state, and local requirements.

DRAFT

- Serves as Executive Secretary to the City Council and serves as the municipal filing officer for the purpose of fulfilling the statutory responsibilities of the City Clerk; prepares and publishes City Council public hearing notices, agendas, and informational packets.
- Attends meetings of the City Council and other meetings and record minutes; follows-up on action items as necessary; ensures accurate up-to-date filing of City ordinances, agreements, resolutions, and minutes.
- Ensures City agreements comply with Risk Management Authority requirements; contracts, and other legal documents are signed and recorded; associated records and documents are obtained, and public notices and ordinances are published.
- Oversees and completes all public records requests; notes and submits requests that need to be reviewed by the City Attorney before being fulfilled. Processes city-wide payroll: inputs and monitors employee time, leaves, and timecard exceptions; creates timecard reports; submits reports and makes edits as necessary; ensures benefit deductions are processed accurately; complies with finance and administration requests for payroll related information.
- Processes a variety of personnel documents including industrial injury reports, workers' compensation claims, garnishments, claims against the City, verifications of employment, job postings, website updates, unemployment claims and job advertisements for the purpose of providing timely information and/or ensuring compliance with Labor Law, Government Code and/or City Policy.
- Processes claims filed against the city for liability and worker's compensation.
- Assists in the development of policies, procedures, and agreements.
- Provides recommendations in support of improved procedures and processes for employee benefits, liability, insurance, safety, and workers compensation programs.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of administrative services; responds to and resolves sensitive and complex community and organization inquiries and complaints.
- Responds to the community, outside agencies, and internal departments regarding City programs.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, city management and staff and the public.
- Maintains employee master files for the purpose of documenting information and ensuring compliance with personnel rules and state/federal regulations.
- Prepares federal and state payroll tax deposits on a biweekly basis; ensures pay is consistent with federal and state regulations, as well as other existing contracts and Memorandums of Understanding (MOU's).
- Inputs CalPERS retirement information and makes deposit of same for the purpose of ensuring member information and required retirement contributions are made in a timely manner; processes payroll adjustments as needed.
- Prepares period and special reports for the City as it relates to payroll; and aids in the completion of the annual budget information as it relates to payroll.
- Serves as a representative to the Central San Joaquin Valley Risk Management Association and ensures timely submission of reports, census, applications, etc. to same.
- Designs, creates, and edits a variety of documents, including correspondence, letters, memos, agendas, reports, lists, forms, schedules, flyers, event materials, and statistical reports.
- Researches, summarizes, and interprets data from a wide variety of sources and prepares a variety of reports according to established procedures and practices; submits reports to various local, state, and federal regulatory agencies.
- Serves as a liaison to staff, responding to inquiries and providing information in support of effective employee relations.
- Performs and conducts studies and special projects; collects and analyzes data; prepares draft reports to support departmental programs and makes recommendations for change in departmental procedures, policies, and programs.
- Performs other duties as assigned.

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QUALIFICATIONS

Knowledge of:

- Principles and practices of human resources, including recruitment, selection and equal opportunity practices; risk management; and payroll administration.
- Modern office management practices, procedures, technology, and computer equipment and applications, including word processing, database, and spreadsheet applications.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and City policies and procedures relevant to assigned area of responsibility, including the Brown Act and basic labor laws.
- Record keeping and filing systems and methods.
- Principles and practices of data research, analysis, and report preparation.
- Basic business arithmetic and accounting principles.
- Labor law and payroll processing practices.
- Business letter writing and the standard format for reports and correspondence.
- Methods of preparing and processing various records, reports, forms, and other documents specific to assigned program, department, or division.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Current developments, related to public sector human resources and risk management.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Perform advanced and complex programmatic, technical, and administrative support work accurately and with use of independent judgment.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Interpret, apply, and explain applicable federal, state, and local laws, rules, regulations, ordinances, and City policies and procedures relevant to assigned area of responsibility.
- Gather, analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Prepare, review, and present reports and other correspondence and communications in a clear and concise manner.
- Maintain accurate databases, records, and files.
- Maintain confidentiality and be discreet in handling and processing confidential information and data.
- Compose correspondence and reports independently or from brief instructions.
- Perform arithmetic, financial, and statistical computations accurately.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software, and modem business equipment to perform a variety of work tasks.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

Associate's degree with course work in public or business administration, risk management, or related field and/or five (5) years' experience in risk management or human resource services. A bachelor's degree from an accredited college or university with major course work in business administration, risk management, or related field and experience in a governmental setting is preferred.

Licenses and Certifications:

None

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds with the use of proper equipment. Reasonable accommodations will be made for individuals on a case-by-case basis.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

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MARCH 2025
FLSA: EXEMPT

COMMUNITY DEVELOPMENT DIRECTOR

DEFINITION

Under general direction, plans, organizes, manages, and provides direction and oversight for all functions and activities of the Community Development Department, including planning, permitting, building inspection, code compliance, property management, housing and other programs, and special projects; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex, professional assistance to the City Administrator and others in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the City Administrator. Exercises general direction and supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a department head classification that oversees, directs, and participates in all activities of the Community Development Department, including short- and long-term planning, development and administration of departmental policies, procedures, and services. This class serves as the City's professional expert on all matters related to the activities of the Department. Successful performance of the work requires knowledge of public policy, municipal functions and activities and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the Department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Assumes full management responsibility for all Community Development Department programs, services, and activities, including planning, permitting, and special projects.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.

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- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and the City needs related to the physical and economic development; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Meets with developers, engineers, business owners, property owners, contractors, and other agencies to discuss merits and concerns of development proposals; provides various parties with guidance on how to proceed; oversees negotiations and agreements regarding environment-related issues, rights-of-way, and open space easements, and financial participation; discusses status of development projects with applicants.
- Oversees activities of the Successor Agency of the former Redevelopment Agency; keeps abreast of related state laws and regulations.
- Prepare consultant requests for proposals for professional services and advertising and bid processes City construction projects; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Writes and administers local, state, and federal grants; manage grant funded projects and programs; ensures compliance with grant requirements.
- Directs, coordinates and reviews amendments to the General Plan; provides general plan and code interpretation as needed; provides analysis, recommendations, and implementation of policies and procedures; develops and presents recommendations on a variety of permits, maps, ordinances, zone changes, subdivision matters, applications and all other planning related matters.
- Plans, manages, and oversees various operations, and activities of the City including, but not limited to, the Farmers Market and Dragoon Gulch Trail.
- Represents the department to other City departments, elected officials, and outside agencies including the City Council and Planning Commission; serves as Secretary for the Planning Commission; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Participates in and makes presentations to the City Council, Planning Commission, and a variety of committees, boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of community development and other services as they relate to the area of assignment.
- Monitors changes in laws, regulations and technology that may affect office operations; drafts recommendations for code and/or ordinance changes or standards.
- Maintains and directs the maintenance of working and official division files.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organizational and management practices as applied to the analysis and evaluation of planning projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and techniques of conducting site planning, subdivision design, land use, and other analytical studies, evaluating alternatives, and making sound recommendations.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff.

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- Public agency budget development, contract and grant administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Theories, principles, and contents of General Plan, land use, zoning, subdivision, and planning regulations, natural resource protection, and environmental laws.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility including the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Technical, legal, financial, and public relations problems associated with the management of community development programs and city planning.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Methods and techniques of eliciting community participation in planning and development issues.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the planning department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local laws, rules, regulations, policies, and procedures.
- Plan, organize, direct, and coordinate the work of assigned personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Initiate solicitations, including requests for proposal to provide materials and services; coordinate and participate in the evaluation of submittals; negotiate and execute contracts; prepare and submit agenda items for contract approval; administer and manage contracts ensuring compliance with all requirements.
- Effectively administer a variety of community development programs, projects and activities.
- Write and administer grants and implement various state and federal project/programs including Caltrans funded projects.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

An associate's degree in planning, economics or related field is required. A minimum of seven (7) years of management and/or administrative experience in community development, land use planning, and project administration, including supervisory experience. A bachelor's degree from an accredited college or university with major course work in land use planning, geography, architecture, landscape architecture, public administration, economics, environmental studies, engineering, business management or closely related courses is preferred.

License and Certification:
- Possession of a valid California class C driver's license and a satisfactory driving record.

PHYSICAL DEMANDS
Work is performed in an office environment and in the field. The office environment requires the mobility to work in a standard office setting and use standard office equipment, including a computer, vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. The field work requires light physical effort and the agility to inspect temporary, unfinished, construction sites and access points.

ENVIRONMENTAL ELEMENTS
Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and may be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, rough terrains, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS
Must be able to attend meetings and other activities outside of normal working hours.

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MARCH 2025
FLSA: EXEMPT

FIRE CHIEF

DEFINITION

Under administrative direction, plans, organizes, manages, and provides direction and oversight for all functions and activities of the Fire Department, including fire prevention and inspection programs, response to fires, medical emergency, rescue, hazardous materials, natural and man-made incidents, and other public services; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides responsible professional assistance to the City Administrator in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over supervisory, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Fire Department, including short- and long-range planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Administrator in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Assumes full management responsibility for all Fire Department programs, services, and activities.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Fire Department.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and

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performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.

- Administers, coordinates, manages, and personally performs work in support of a variety of departmental programs and activities such as fire administration, prevention, public education, inspection, rescue, emergency medical treatment, hazardous material response, fleet equipment maintenance, inventory, training, or other aspects of the fire prevention and suppression programs.
- Establishes incident command system at emergencies; directs firefighting operations, including commanding tactical and safety activities to ensure all response activities are conducted in a manner consistent with prescribed policies and procedures.
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- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Directs all activities of the pre-fire inspection, including administration of City codes/ordinances as adopted, and permit procedures.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- Participates in response to all risk emergency calls; directs regular and part-time staff at incident scenes.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of fire safety and other services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Administrator.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of fire safety program development, management in a municipal setting, and fire safety program planning and budgeting.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.

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- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of public works programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

An associate's degree in fire science, business or public administration or related field is required. A minimum of seven (7) years of progressively responsible experience, including two (2) years management experience at a Fire Captain level or above. A bachelor's degree from an accredited college or university with major course work in fire science, business or public administration or closely related courses is preferred.

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Licenses and Certifications:

- Possession of a valid California Class C Driver's License with a Firefighter endorsement and have a responsible driving record. If applying from out of state, must possess a valid driver's license with a responsible driving record, and be able to obtain a California Class C Driver's License with a Firefighter endorsement within 6 months of appointment.
- Possess and maintain a valid EMT-I certification, or possess and maintain a valid EMT-P issued by the State of California.
- Federal Emergency Management Association's National Incident Management System (NIMS) IS700 and National Response Framework (NFR) IS800, ICS 100 and 200 courses.
- Possession of a Chief Fire Officer Certificate.
- Ability to obtain within 24 months California State Fire Marshal Certification is desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; mobility, physical strength, and stamina to respond to all risk emergency situations and use all emergency apparatus and equipment; perform medium to heavy physical work, to work in confined spaces, around machines, and to climb and descend ladders; to operate a motor vehicle and to visit various City and meeting sites; vision to discern colors and assess emergency situations, including medical incidents and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. This is partially a sedentary, partially a field classification that requires operating in emergency situations and identifying and assessing problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator, operate standard office equipment, and to operate above-mentioned apparatus and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials, objects, and individuals necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. The work also involves work in the field with exposure to loud noise levels, extreme temperatures, inclement weather conditions, road hazards, substantial heights, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends, and holidays and monitor radio traffic on 24-hour shifts as assigned.

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MARCH 2025
FLSA: EXEMPT

POLICE LIEUTENANT

DEFINITION

Under general direction, plans, organizes, oversees, supervises, reviews and evaluates work of field service officers or investigative, dispatch and records staff through a subordinate level of supervision; trains staff and provides for their professional development; develops and implements specific departmental operational programs; provides complex administrative and budgetary support to the Police Chief; acts for the Chief on a relief or as assigned basis; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Police Chief. Exercises direct and general supervision over sworn and non-sworn staff through subordinate supervisors.

CLASS CHARACTERISTICS

This is the mid-management level classification within the City's Police Department. Incumbents organize and oversee all sworn and non-sworn units within the Police Department. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day services and activities and is responsible for providing professional-level support to the Police Chief including participating in short- and long-term planning and development, and administration and various other projects and studies. This class is distinguished from Police Chief in that the latter has overall management responsibility of the Police Department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Plans, manages, and oversees the daily functions, operations, and activities of the Police Department, including patrol, traffic, crime prevention, investigation, communications, dispatch, records and property and evidence.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and programs; recommends and administers policies and procedures; recommends, within departmental policy, appropriate service and staffing levels.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; responds to staff questions and concerns; makes discipline recommendations.
- Coordinates activities of staff and the division with those of other City departments and outside agencies.
- Assists in managing and participates in the development and administration of the Police Department's annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and

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supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary; evaluates new revenue generating and cost saving initiatives.

- Develops and standardizes procedures and methods to improve the efficiency and effectiveness of police services and programs; assesses and monitors workload; identifies opportunities for improvement and makes recommendations to the Police Chief.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to departmental programs, policies, and procedures as appropriate.
- Investigates and resolves problems with requests for services or complaints regarding police functions; conducts internal investigations of complaints from officers and/or the public; mediates any conflicts or disputes with department personnel or the public; takes appropriate action to ensure a timely and equitable resolution as necessary.
- Provides effective professional liaison between the Police Department and other City Departments and divisions.
- Oversees the maintenance of departmental files; directs the release of records; manages dispatch activities.
- Represents the City and/or the Police Department in meetings with members of other public and private organizations, businesses, educational and community groups.
- Responds to emergency or unusual situations; performs the full range of patrol, investigative, and related duties of an officer and assumes a command role as appropriate; may oversee and coordinate the work of multi-agency task forces or committees.
- Provides highly complex staff assistance to the Police Chief; develops and reviews staff reports related to assigned activities and services; may present information to the City Council and various commissions, committees, and boards; performs a variety of public relations and outreach work related to assigned activities.
- Assists in providing leadership and administrative expertise during major emergency situations and natural disasters utilizing standardized Emergency Management System (EMS) regulations, including participating in organizing operations center, call back of personnel and equipment resources, providing active management of emergencies and disasters utilizing City's emergency action, and participating in organizing, planning, and practicing EMS training.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in police services; researches emerging products and enhancements and their applicability to City needs.
- Assists the Police Chief with special projects, as needed.
- Assumes departmental command when authorized to do so.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, work plan development, implementation, and evaluation.
- Principles and practices of employee supervision, including planning and assigning work, performance review and evaluation, and the training of staff in work procedures.
- Public agency budgetary, contract administration, and general principles of risk management related to the functions of the assigned area.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Functions, services and funding sources, of a full-service municipal police department.
- Law enforcement principles, practices, and techniques related to patrol, traffic enforcement, crime scene control and investigation, protection of life and property, and pursuit, apprehension, and transport of suspects.

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- Rules of evidence regarding search and seizure and the preservation of evidence.
- Investigation and identification techniques and equipment.
- Courtroom procedures and techniques for testifying.
- Recent and ongoing developments, current literature, and sources of information related to the operations of a municipal police department.
- Safety practices and equipment related to the work, including the safe use and proper care of firearms.
- Safety principles and practices, including First Aid and adult and child CPR.
- Modern office practices, methods, and computer equipment which may include, but is not limited to, mobile technology and electronic devices, and software related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups; various business, professional, educational and regulatory organizations; and with property owners, developers, contractors, and the public.
- Techniques to effectively interact with individuals of various ages, socio-economic, and ethnic groups.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Safe driving rules and practices.

Ability to:

- Assist in developing and implementing of goals, objectives, and practices for providing effective and efficient services.
- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Interpret and explain public safety programs to the general public; identify and respond to issues and concerns of the public, City Council, and other boards and commissions.
- Conduct complex research projects, evaluate alternatives, and make sound recommendations.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various business, professional, and regulatory organizations and individuals.
- Coordinate assigned activities with other City departments and agencies as required.
- Direct the work of contract consultants.
- Prepare and present clear, concise, and logical written and oral reports, correspondence, policies, procedures, and other written material.
- Establish and maintain a variety of filing, recordkeeping, and tracking systems.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software application programs.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

An associate's degree in criminal justice, police science, public administration, or related field is required. A minimum of seven (7) years of supervisory experience in the police service equivalent to Police Sergeant or above at the City. A bachelor's degree from an accredited college or university with major course work in criminal justice, police science, public administration or closely related courses is preferred.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- Possession of a Supervisory Certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.).

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed material and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. The job involves fieldwork requiring frequent walking on uneven terrain, and climbing and descending structures to access crime scene and to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification frequently bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees work indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibration, confining workspaces, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

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MARCH 2025
FLSA: EXEMPT

POLICE CHIEF

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Police Department, including field operations, criminal investigations, emergency dispatch, and records management; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Administrator in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of management and supervision.

CLASS CHARACTERISTICS

This is the department head level classification within the Police Department. Incumbents in this classification oversee, direct, and participate in all activities of the Police Department, including short- and long-range planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Administrator in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Assumes full management responsibility for all Police Department programs, services, and activities.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Police Department; establishes, within City policy, appropriate budget, service, and staffing levels.

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- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
- Selects, trains, motivates, and directs Department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Develops cooperative working relationships and mutual aid agreements with representatives of other local public safety departments; coordinates activities with other law enforcement and public service agencies, including participation in high profile or complex investigations.
- Monitors legal, regulatory, technological and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient and economical manner.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Responds to major crime scenes, accidents, or emergencies and assumes immediate command of police activities, including supervising and participating in any or all crime scene processes, providing technical advice and direction, and requesting additional resources as necessary.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of police safety and other services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Administrator.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations.
- Serves as a spokesperson for the Police Department at a variety of community events, meetings, and other public relations activities.
- Performs other duties as assigned.

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QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of police or public safety program development, management in a municipal setting, and police safety program planning and budgeting.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department, personnel and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of public works programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, meet milestones and critical deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.

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- Use tact, initiative, prudence, political acumen, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

An associate's degree in criminal justice, police science, public administration, or related field is required, and eight years of broad and extensive experience in all major areas of municipal police work. A minimum of seven (7) years of management and/or administrative experience in police service or a related field. A bachelor's degree from an accredited college or university with major course work in criminal justice, police science, public administration or closely related courses is preferred.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- Possession of a Management Certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.).

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility and physical strength and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. The job involves fieldwork requiring frequent walking on uneven terrain, climbing and descending structures to access crime scene and to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification frequently bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

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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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Consider Acceptance of the Mid-Year Budget Update for Fiscal Year 2024/25; Consider Approving the Recommended Budget Adjustments as Presented on Page 22 of the Report.

RECOMMENDATION:

Consider Acceptance of the Fiscal Year 24/25 Mid-Year Budget Update with Recommended Adjustments, as Presented on Page 22 of the Report.

BACKGROUND:

The annual Mid-Year Budget Review is a crucial component in ensuring financial transparency and stability. It allows the City Council to assess the General Fund Budget, make necessary adjustments based on actual fiscal outcomes, and gain a clear understanding of the City's current financial health. Additionally, the Mid-Year review supports the Council in shaping the upcoming Fiscal Year 2025-26 budget. The City Council adopted a balanced FY24/25 Budget on June 17, 2024. The budget update looks at revenue and expenditures for the six months ending December 31, 2024.

DISCUSSION / ANALYSIS:

Revenue trends are beginning to show signs of weakness, reflecting broader economic challenges. Total sales tax revenues are approximately 3.5% below original estimates and 9% below the prior fiscal year. Bradley Burns Sales Tax revenues are down 5% from our conservative budget estimates, while Measure Y, the 1% sales and use tax passed by voters in November 2022, is down by 1.2% from our earlier estimates. While Transient Occupancy Tax (TOT) and the Public Benefit Fee for Cannabis dispensaries are both within budget estimates, they are both down from the prior fiscal year. These revenue declines highlight a slowing local economy, impacted by several factors. Higher interest rates, introduced to curb inflation, have reduced consumer spending on discretionary goods and services, which are key drivers of sales tax and transient occupancy tax revenues in the City.

Staff have identified a set of Mid-Year Budget adjustments for Council's consideration. The proposed budget changes reflect the revised estimates to revenues and expenditures as detailed on page 22 of the FY24/25 Mid-Year Budget report.

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 General Fund started the fiscal year, July 1, 2024, with a fund balance available of approximately $10 million and at the Mid-Year Update, December 31, 2024, at approximately $12 million. The FY24/25 General Fund budget changes are a net $0 change, funds that are not used will either be budgeted in the next fiscal year or are transferred to various reserve accounts as presented on page 22 of the Mid-Year Budget Update.

ATTACHMENTS:

- **Mid-Year Budget Update**

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



Mid Year Budget Report

FY 2024-2025

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Introduction

The City Council adopted the FY24/25 budget at its June 17th, 2024 meeting. The mid-year financial report provides an analysis of the City's General Fund, Special Revenue Funds and Capital Improvements revenues and expenditures for the first half of FY24/25, for the six months ending December 31st, 2024. Recommended adjustments are made to ensure the budget reflects the City's current revenue outlook and is responsive to the changing financial landscape and city priorities.

These budget updates have two purposes. First, to provide regular updates to the City Council regarding revenue and expenditure trends ensuring the City Council has a strong understanding of the current financial condition, this is necessary to proactively respond to unanticipated changes or emerging trends. Second, and equally important, these reports increase the transparency of City finances. The City is ultimately accountable to its residents to use City revenues efficiently and effectively, providing the highest quality services. Ongoing public reporting provides taxpayers with the information they need to hold the City to this standard.

With respect to revenues: The City regularly monitors and adjusts its year-end revenue projections based on actual revenue performance and forecasting models to develop a more accurate picture of the City's anticipated year-end financial position.

With respect to expenditures: The expenditure information in this report is extracted directly from the City's financial management system, and adjustments are made to account for certain known payments, reimbursements, or transfers between City departments and funds that have not yet been processed in the system at the time of publication. It represents a snapshot of City expenditures at a certain point in time and does not reflect final FY24/25 adjustments.

Timeframe and Limitations

The information in this report is the most accurate and up-to-date information available at the time of publication. However, this report is not an audited financial statement and the numbers provided herein are preliminary and subject to change as the year progresses. No data on revenues and expenditures is final until the City has completed its annual financial audit, which is released each year for the prior year.

Executive Summary

The City of Sonora has made significant strides in implementing the goals outlined in its 2024 strategic plan during the first half of the fiscal year, as summarized in the department updates starting on page 28. Showcasing ongoing progress in improving community infrastructure and services.

The financial results for the first half of Fiscal Year 24/25 are based on the most current financial information and economic assumptions available.

On page 23 are the budget adjustments that are recommended by City Staff to complete the fiscal year and to continue to navigate the economic uncertainty ahead.

As the City of Sonora reaches the midpoint of the fiscal year, it is essential to consider the potential impacts of an economic slowdown driven by persistently high inflation rates and elevated interest rates. These economic conditions pose challenges that could impact the City's revenue streams, particularly sales tax collections, which form a significant portion of the General Fund. Slowing consumer spending and higher borrowing costs by citizens and the federal government may reduce retail sales activity, directly affecting revenues generated through both Measure Y and the Bradley-Burns Local Sales and Use Tax.

Given these uncertainties, the City Council should remain vigilant in monitoring economic trends and be prepared to adjust budget projections as needed. Fiscal prudence will be crucial in ensuring the City can continue delivering essential services while maintaining financial flexibility to respond to changing economic conditions.

Key Accomplishments in the First Half of FY24/25

Despite the potential economic headwinds, the City of Sonora has made significant progress in the first half of the fiscal year, achieving milestones that reflect the City's dedication to enhancing infrastructure, supporting public safety, and strengthening the workforce.

- **Hospital Road Restoration:** The City successfully completed restoration work on Hospital Road, improving access and safety along this local roadway.
- **Snell Road Reconstruction Progress:** The City's engineering team has made substantial progress in advancing the design phase of the Snell Road (Phase 1) reconstruction, bringing the project closer to implementation. This project remains a top infrastructure priority and is crucial for improving transportation within the City.
- **Rotary Park Pickleball Court:** The addition of a new pickleball court at Rotary Park will provide a valuable recreational amenity, supporting healthy lifestyles and community engagement.
- **Support for Public Safety:** The City allocated resources to support recruitment efforts within the police department, ensuring that all sworn positions are now fully staffed. This achievement not only strengthens public safety but also reflects the City's commitment to maintaining a highly qualified workforce. The City also completed the Police Department facility needs assessment, outlining the need for a replacement Police Department facility.
- **Labor Negotiations and Workforce Investment**: The City has also engaged in productive negotiations with employee unions, including the Sonora Police Officers Association (SPOA), the Sonora Confidential Employees Association (SCEA) and the Sonora Management Employees Association (SMEA). These negotiations are focused on bringing market-competitive wages to City employees, addressing recruitment and retention challenges, and recognizing the essential role of the workforce in delivering quality public services.
  To support these labor commitments, the City has strategically allocated FY23/24 Measure Y revenues into a dedicated labor reserve fund, ensuring that additional labor costs are fully

covered for the next eight years. City Staff will be challenged to extend this reserve to ten years by allocated additional resources in the upcoming Fiscal Year 25/26 budget. This approach preserves the full amount of future Measure Y revenues, allowing the City to direct these funds toward other community priorities and essential services without compromising its long-term labor obligations. This approach reflects the City's commitment to both fiscal responsibility and competitive employee compensation, both strategic plan objectives. (Council priority #51,56, 60)

Challenges and Resource Demands

While the accomplishments of the first half of the year are noteworthy, the City continues to face substantial resource demands that will require careful planning and prioritization. Key unfunded infrastructure needs include:

- **Road Maintenance:** The City of Sonora faces a significant challenge in maintaining its 30 miles of roadway, which are essential for supporting local transportation, public safety, and economic activity. Ongoing investment in road maintenance is critical, as delaying repairs can lead to further deterioration, ultimately resulting in costlier full reconstructions in the future. Proper and timely maintenance not only extends the lifespan of roadways but also reduces long-term costs and minimizes disruptions to the community. However, the financial demands of maintaining and reconstructing the City's road network far exceed available funding. The City currently receives approximately $290,000 annually from gas tax revenues, and this is projected to decrease over time as electric vehicles become more prevalent, which represents the primary source of dedicated road maintenance funding. While these funds are essential, they are insufficient to meet the scale of the City's road maintenance needs. As a rule, the cost of reconstructing a single mile of roadway is estimated at $1 million. This cost does not include associated improvements such as drainage, roadway striping, and federally mandated ADA curb ramp upgrades. The total of these construction costs vastly surpasses the City's existing resources. Given the limited annual gas tax revenue, it would take at least 150 years to accumulate enough funding from this source alone to cover full reconstruction needs, without accounting for inflation or further deterioration. To address these challenges, the City of Sonora must explore additional funding options and pursue state and federal grants dedicated to infrastructure improvements. In July 2024, the City of Sonora had a pavement condition assessment completed as part of the setup for the IWorq portal, a software system for the community development department. The pavement condition assessment provided the estimated Remaining Service Life (RSL), in years, for each street or street segment located in the City. Below is a table of the reported RSL's for the streets within the City. However, it should be noted that the engineering team feels that these values may be higher than the actual current conditions.

City of Sonora Pavement Condition Assessment	
Remaining Service Life (RSL) in Years	**City Roadways (Miles)**
0 Years	1.22
2 Years	0.07
4 Years	5.70
6 Years	16.47
8 Years	3.23
10 Years	3.06
20 Years	0.32
Total Road Miles	**30.07**

- **Sidewalk Repairs:** Sidewalk maintenance and repairs are essential components of the City of Sonora's infrastructure strategy, playing a vital role in pedestrian safety, accessibility, and community connectivity. Well-maintained sidewalks not only encourage walking as a safe and sustainable mode of transportation but also ensure that all residents, including those of all ages and abilities, can navigate the community safely and independently. However, the City currently faces significant challenges in addressing its sidewalk maintenance needs. Aging infrastructure, tree root intrusions, and general wear and tear have contributed to uneven surfaces, cracks, and other hazards that pose risks to pedestrians. Much of the existing infrastructure within the City is out of compliance with current Americans with Disabilities Act (ADA) standards and have barriers to mobility, such as elevation differences, utilities, garbage and recycle bins in the path of travel. Failure to address these issues could result in increased safety risks, reduced accessibility, and heightened legal exposure for the City.

- **Main Drain Restoration:** The City of Sonora's main drain system, located in the heart of the community, is a vital component of the City's infrastructure, responsible for managing stormwater runoff and protecting both public and private properties from flooding. However, the system is currently in urgent need of restoration, with repairs estimated at $10 million. Failure to address these critical needs could lead to infrastructure failure, flooding, and significant environmental impacts, including erosion, water contamination, and damage to downstream ecosystems. To fully understand the scope and complexity of the restoration effort, in 2023 the City commissioned a comprehensive study called the Main Drain Field Inspection and Condition Report, which provided a detailed assessment of the system's current condition, capacity limitations, and vulnerabilities. The findings from this study confirmed that delayed action could result in costlier emergency repairs, liability issues, and environmental degradation, further underscoring the need for a proactive restoration plan. Several sections were estimated to have two years of life remaining. Given the complexity and cost of restoring the main drain system, the City has developed a phased approach to address the issues in a strategic and financially manageable manner. With the cost of these repairs, it is clear the City cannot complete this project using existing resources alone. The

City Council recognizes the critical need for state and federal grant funding to support this essential infrastructure project.

- **Building Maintenance:** The City of Sonora faces significant challenges related to the maintenance and utilization of its aging infrastructure. Over the years, limited financial resources and competing budget priorities have led to deferred maintenance on many of the thirteen City owned buildings, bathrooms, cemeteries, and parks, resulting in a growing backlog of repairs and upgrades. In addition to the maintenance challenges, the City owns several buildings that are currently vacant or underutilized. These properties, while representing potential assets, currently pose liability risks, incur ongoing maintenance costs, and tie up valuable resources that could be better allocated. As part of a long-term facilities management strategy, the City Council must consider options for these properties, including selling surplus buildings to generate resources that can be reinvested in critical infrastructure projects. Among the most pressing building needs is the City's police department facility, which no longer meets the operational requirements of modern law enforcement. The current building is undersized for the growing needs of the department, lacking in modern security features essential for the safety of both officers and the public, operationally inefficient, with outdated infrastructure that limits the department's ability to effectively serve the community. Given the significant costs associated with constructing a new police department building, the City Council should consider leveraging proceeds from the sale of surplus properties.

Addressing these needs will require a balanced approach that prioritizes critical infrastructure improvements while maintaining fiscal sustainability.

Planning for Financial Stability

The total budget for FY24/25 is $18.8 million, which included several budgeted transfers out of the General Fund and into specific reserve funds. A reserve fund is a designated fund where unspent resources are saved to ensure financial stability and flexibility for a city. These funds act as a safeguard, allowing the city to address unforeseen expenses, economic downturns, or specific future needs without disrupting essential services or increasing taxes. By establishing reserves the City is proactively planning for long-term sustainability. The reserves include:

- Economic Uncertainty Reserve: $2,855,863
- Labor Reserve: $3,965,000
- CalPERS Prefunding Reserve: $767,345
- Compensated Absences Reserve: $264,092
- Capital Improvement Reserve: $220,040
- Fleet Replacement Reserve: $289,765
- Risk Management Reserve: $255,860
- General Plan Reserve: $307,032

Mid-Year Budget

Salaries and Benefits account for 43%, or $8.1 million of the $18.8 million total City budget, and 59% of the total General Fund expenditure of $13.8 million. General Fund expenditures for the first half are trending slightly lower than our expected range, with salaries and benefits trending around 45%. Staff anticipates higher costs in the second half of the year due to the Police Department reaching full staffing in sworn positions, the implementation of the new memorandums of understanding with three of the labor groups going into effect and planned capital projects beginning in the 3rd quarter. City staff continue to focus on controlling operational expenditures with the first half expenditure at about 52% of budget.

Revenue trends are beginning to show signs of weakness, reflecting broader economic challenges. Total sales tax revenues are approximately 3.5% below original estimates and 9% below the prior year, prompting a recommended adjustment of ($150,000) in Bradley-Burns Sales Tax revenues and ($125,000) for Measure Y. Transient Occupancy Tax (TOT) and the Public Benefit Fee from cannabis dispensaries are tracking within budget projections, but remain down from the prior fiscal year by 6% and 1%, respectively. These revenue declines highlight a slowing local economy, impacted by several factors. Higher interest rates, implemented to combat inflation, have dampened consumer spending on discretionary goods and services, which are critical drivers of sales tax and transient occupancy tax revenues.

As part of the mid-year budget update, it is important to address the ongoing shift in sales tax distribution from e-commerce transactions in California. Historically, local sales tax revenues were primarily generated from brick-and-mortar businesses within city limits. However, with the rise of online retail, a significant portion of sales tax is now allocated based on the location of fulfillment centers rather than the point of sale. This shift has disproportionately benefited jurisdictions with large distribution hubs while reducing revenues for many cities, including ours. In response, the League of California Cities has proposed a policy solution recommending a 50/50 split of e-commerce sales tax revenue, ensuring that both the jurisdiction where the purchase is made and the jurisdiction where the order is fulfilled receive an equitable share. This approach aims to restore financial stability to cities that rely on sales tax revenue to fund essential services, infrastructure, and programs. The City will continue to monitor legislative efforts and advocate for fairer revenue distribution to support our local economy.

Overall, adjusted revenues and expenditures, for all sources, represent a net projected $0 change to the General Fund compared to the original budget. See the recommended budget adjustments on page 23.

With the noted budget adjustments and six months of data available, the City is on budget for the second half of the year.

FY24/25 Recommended Budget Adjustments

The recommended budget adjustments for the mid-year update appear on page 23.

GENERAL FUND – KEY REVENUE ANALYSIS

The following discussion provides a status of significant General Fund revenue sources as of the first half of FY24/25, ending December 31, 2024. Staff monitors each revenue source closely and may recommend certain revenue adjustments based on revenue actuals or State and Federal budget actions.

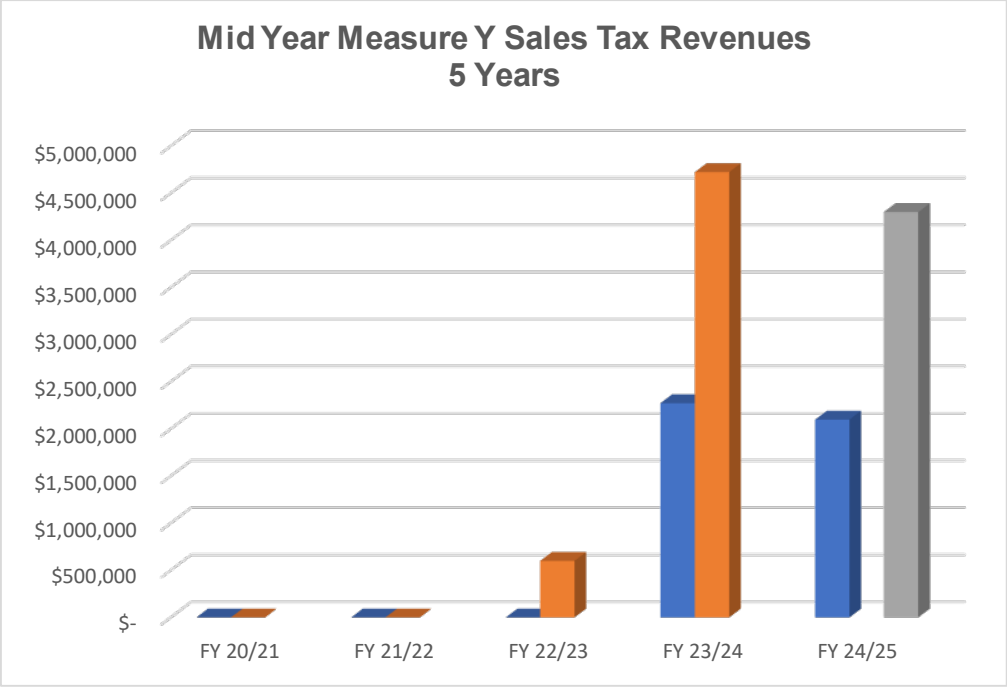
Measure Y

Fiscal Year 2024/25 marks the second full year of Measure Y revenues for the City, which has emerged as the largest single revenue source for the General Fund. Measure Y is projected to generate $4,300,000, representing 29% of the City's budgeted General Fund revenues for the fiscal year. Under Measure Y, the City's General Fund receives 1% of taxable sales, equating to 1 cent for every $1 of retail sales occurring within the City limits of Sonora.

Analysis – Measure Y sales tax receipts for the first half of FY24/25 are 1.2% lower than budgeted and 9.2% lower compared to the same period last year. This decline is primarily attributed to two factors: Prior year revenues included makeup collections from the initial weeks following the implementation of the tax. Softness in the local economy, reflecting broader economic trends impacting retail sales. City staff will continue to closely monitor sales tax receipts and work collaboratively with the City's sales tax consultant to analyze emerging trends and ensure accurate forecasting for future periods.

Given the current trends, sales tax estimates for the second half of FY24/25 have been revised downward, requiring a budget adjustment of ($125,000), or (2%). Staff remain committed to maintaining fiscal flexibility and will provide updated projections as new data becomes available.

MEASURE Y - 1% Sales Tax



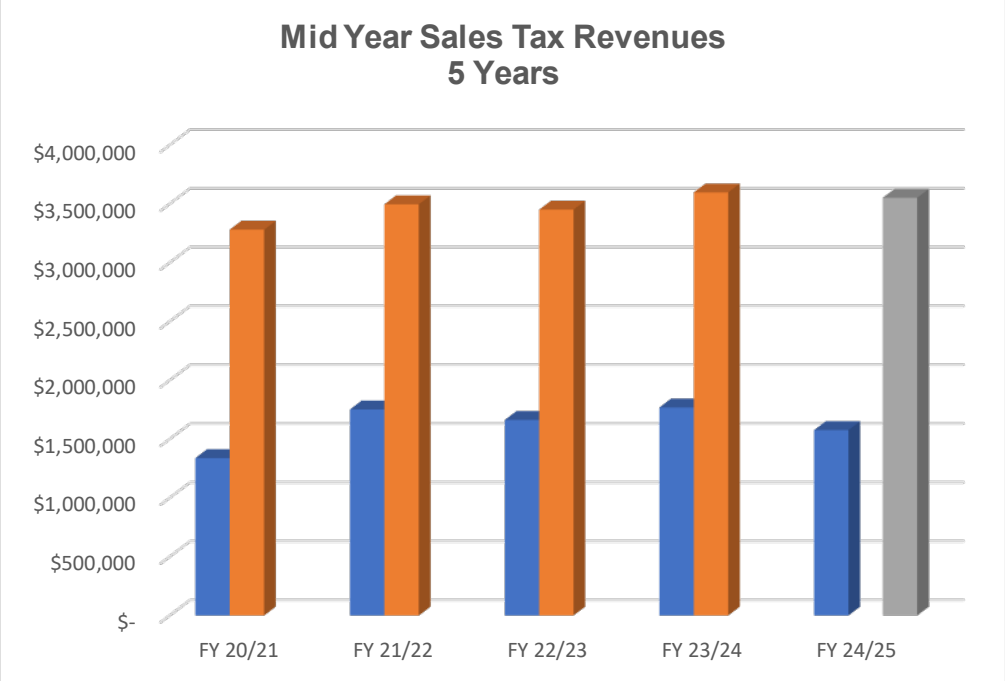
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ -	$ -	$ -	$ 2,273,214	$ 2,098,915
Fiscal Year Total Actual Revenues	$ -	$ -	$ 600,163	$ 4,723,683	
Fiscal Year Budgeted Revenues					$ 4,300,000
% of Total	0.0%	0.0%	0.0%	48.1%	48.8%

Bradley Burns Sales Tax

Bradley Burns Local Sales and Use tax is the second largest revenue source for the City's General Fund, accounting for 24% of budgeted General Fund revenues for FY24/25, a projected $3,552,000. From the local 1% tax the City's General Fund receives .87 cents for every 8.75 cents of sales tax paid per dollar on retail sales and taxable services transacted within Sonora, while the County receives 13% or .13 cents.

Analysis – First half sales tax receipts are trending lower than the original budget and 10.8% lower than those in the same period last fiscal year. The decline is primarily attributed to two factors, one was the State of California was behind on processing sales tax revenues in the 2nd quarter, and second there are clear signs of an economic slowdown, as the combination of historically high Consumer Price Index (CPI) levels and corresponding elevated interest rates begin to impact the economy. These uncertain economic conditions are creating challenges for businesses and consumers alike, signaling a shift in economic activity. Staff will continue to monitor sales tax receipts and meet with the City's sales tax consultant to analyze trends. For the second half of FY24/25 sales tax estimates have decreased requiring a budget adjustment in the amount of ($150,000), or (4%).

SALES TAX



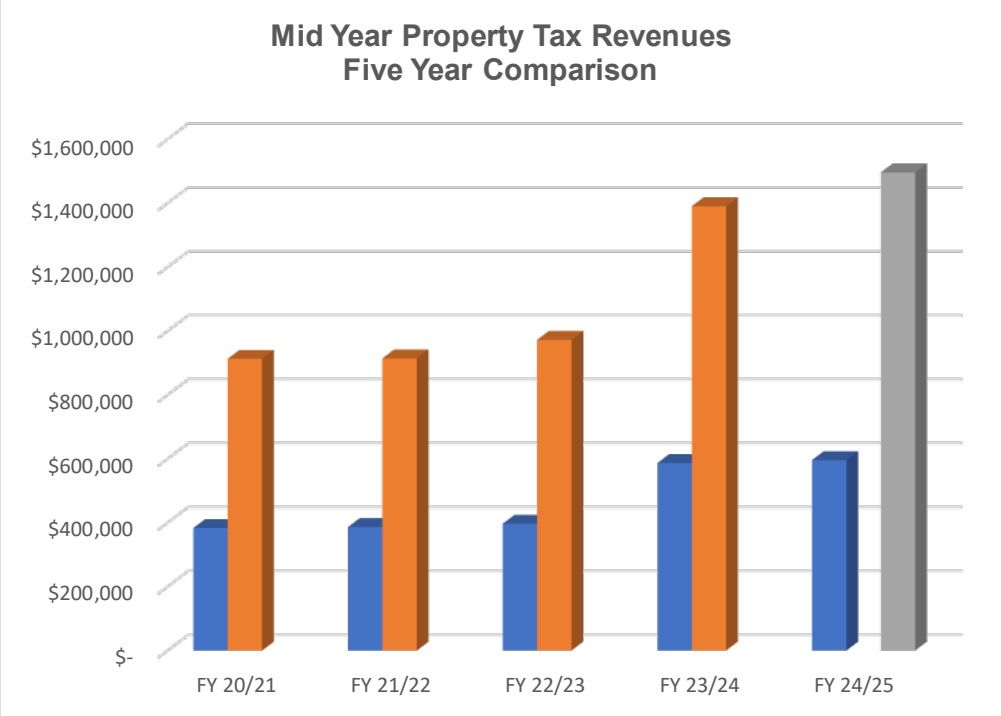
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 1,338,639	$ 1,752,041	$ 1,662,290	$ 1,769,196	$ 1,576,555
Fiscal Year Total Actual Revenues	$ 3,280,856	$ 3,496,261	$ 3,450,446	$ 3,597,709	
Fiscal Year Budgeted Revenues					$ 3,552,000
% of Total	40.8%	50.1%	48.2%	49.2%	44.4%

Property Tax

Property tax is the third largest revenue source for the City's General Fund, accounting for 10% of budgeted General Fund revenues in FY24/25. Property tax is levied by the Tuolumne County Assessor's Office at 1% of a property's assessed value, of which the City receives approximately 12.6 cents per dollar paid on property located within the municipal limits of Sonora.

Analysis – Property tax distributions are primarily received in the second and fourth quarters; however, the chart below illustrates first-half receipts over the past four years compared to the current fiscal year. Over the last two years, the property tax revenue increase has been due to the dissolution of the Successor Agency, allowing tax revenue previously allocated to the agency to flow directly to the City. Mid-year receipts are trending consistent with prior years. For FY24/25, property tax revenue was budgeted with a projected growth of 2.4% over the prior year's actuals, reflecting anticipated increases in property values driven by real estate transactions.

PROPERTY TAX



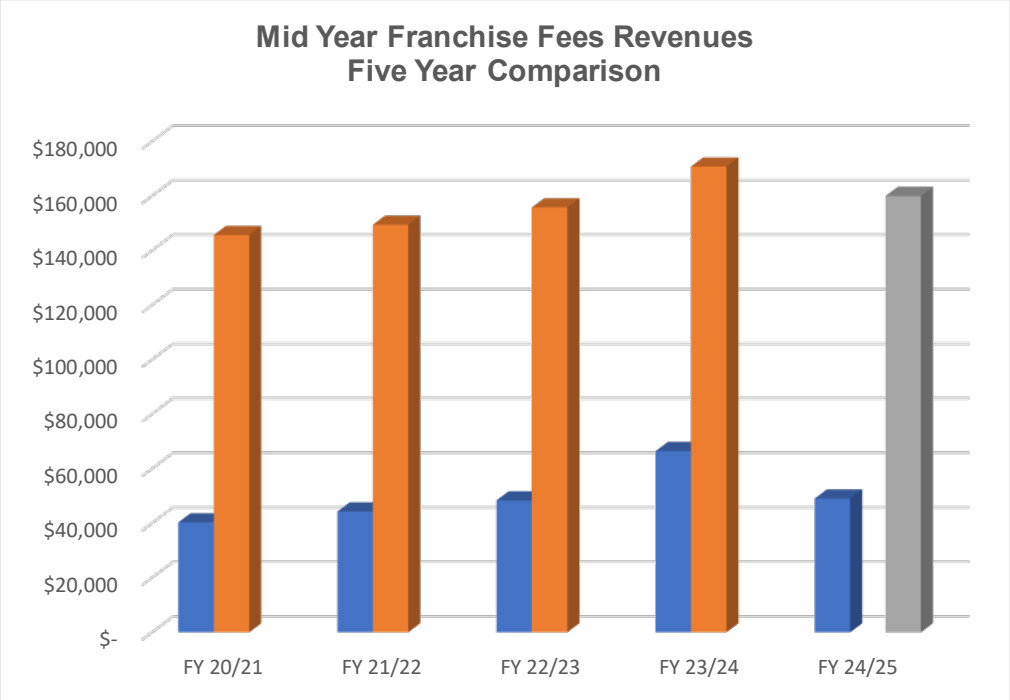
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 383,081	$ 386,390	$ 396,616	$ 586,572	$ 595,607
Fiscal Year Total Actual Revenues	$ 912,549	$ 913,849	$ 971,890	$ 1,389,748	
Fiscal Year Budgeted Revenues					$ 1,495,600
% of Total	42.0%	42.3%	40.8%	42.2%	39.8%

Franchise Fees

Franchise fees are collected by the City for the privilege of operating a utility service within Sonora, and as a fee in lieu of a business license tax. Franchise fees are currently received from Comcast for cable television, PG&E for electric services, and Waste Management for solid waste collection services. Franchise fees represent 1.1% of budgeted General Fund revenues in FY24/25.

Analysis – Historically, franchise payments are not remitted equally throughout the fiscal year; therefore, second quarter receipts are not necessarily predictive. Total franchise fee revenues to date are 31% of budgeted total receipts, and similar to past years.

FRANCHISE FEES



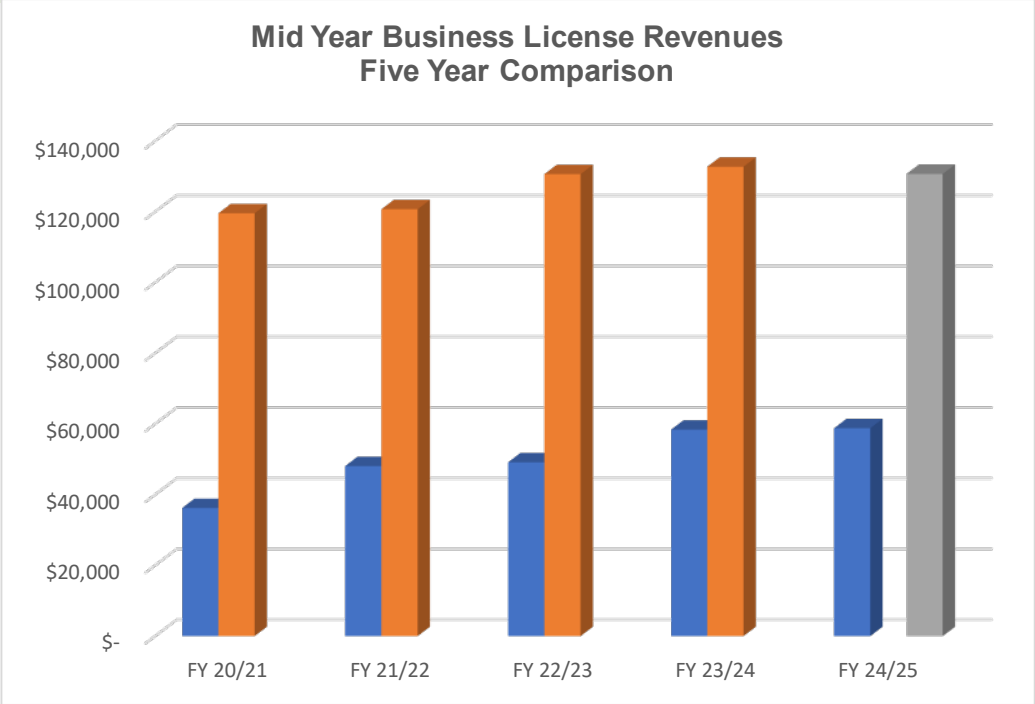
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 40,333	$ 44,303	$ 48,393	$ 66,465	$ 49,082
Fiscal Year Total Actual Revenues	$ 145,698	$ 149,478	$ 155,854	$ 170,797	
Fiscal Year Budgeted Revenues					$ 160,000
% of Total	27.7%	29.6%	31.1%	38.9%	30.7%

Business License Tax

The city requires all businesses located within Sonora, or those that operate within Sonora, to obtain a business license. The amount of business license tax paid by each business is based on the type of business and designated zone the business is in, or operating in, and the number of business employees. These activities account for approximately 1% of annual General Fund operating revenues. Approximately 1,100 annual renewals and associated payments are processed each year and are due in January.

Analysis – Business license tax revenue has rebounded from the pandemic affected levels. Staff will continue to monitor businesses license revenues.

Business License Revenues



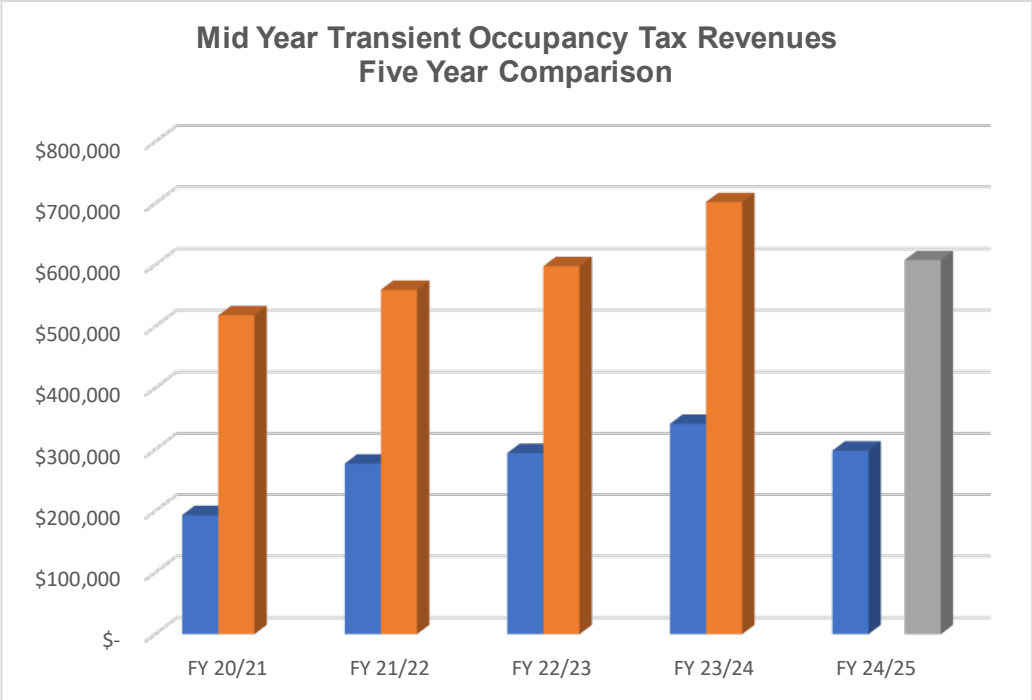
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 36,235	$ 48,078	$ 49,146	$ 58,406	$ 58,780
Fiscal Year Total Actual Revenues	$ 119,581	$ 120,719	$ 130,638	$ 132,741	
Fiscal Year Budgeted Revenues					$ 130,700
% of Total	30.3%	39.8%	37.6%	44.0%	45.0%

Transient Occupancy Tax

The City levies a 12% Transient Occupancy Tax (TOT) on the seven (7) hotels and motels and the twenty-seven (27) other transient rentals within the municipal limits of Sonora. This tax helps to fund City services provided to transitory visitors to Sonora and is shared with Visit Tuolumne County, the official Tuolumne County tourism bureau. Of these funds the Visitors Bureau will receive approximately $150,000 annually. TOT revenues for FY24/25 are approximately 4.1% of General Fund revenues.

Analysis – Total TOT revenues peaked in FY23/24 and as the economy softens, these revenues have declined. Staff will continue to monitor transient occupancy revenues in the second half of the year.

Transient Occupancy Tax



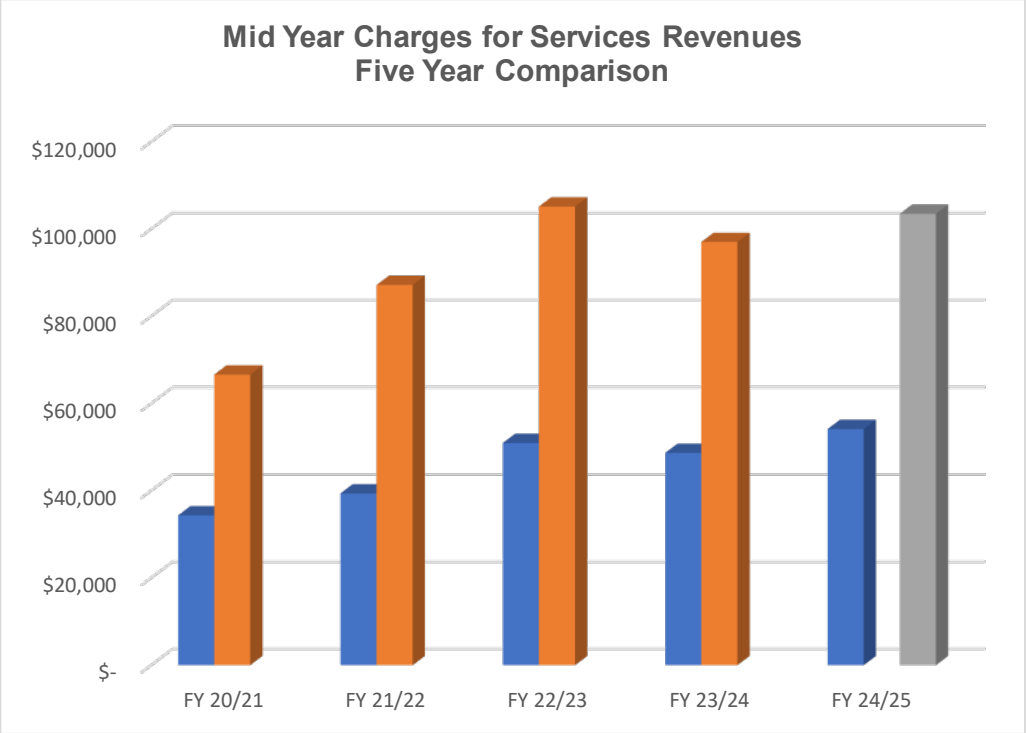
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 193,495	$ 277,274	$ 294,437	$ 341,671	$ 298,276
Fiscal Year Total Actual Revenues	$ 518,126	$ 559,545	$ 598,065	$ 702,269	
Fiscal Year Budgeted Revenues					$ 608,000
% of Total	37.3%	49.6%	49.2%	48.7%	49.1%

Charges for Services

City Service revenue consists primarily of services provided by City Departments, including zoning and subdivision fees, Police and Fire Department services, street cleaning, debris removal and banner installation fees. A fee update took effect on November 1st, 2024, that realigned user fees to the costs of providing the services.

Analysis – Charges for Services were budgeted before the fee increases and there is a recommended adjustment for the second half of the year of $4,000.

Charges for Services



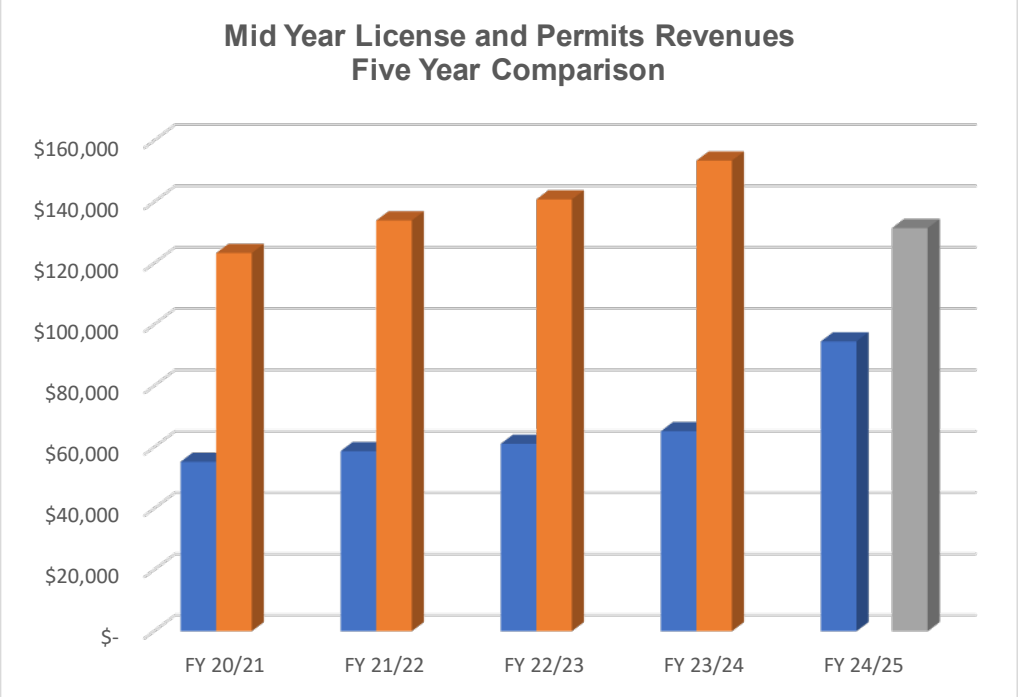
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 34,342	$ 39,381	$ 50,969	$ 48,679	$ 54,152
Fiscal Year Total Actual Revenues	$ 66,631	$ 87,195	$ 105,166	$ 97,038	
Fiscal Year Budgeted Revenues					$ 103,500
% of Total	51.5%	45.2%	48.5%	50.2%	52.3%

Licenses and Permits

Licenses and permits consist mainly of Building permits and encroachment permits which are collected by the City to offset administrative costs associated with overseeing the proper permitting aspects of development and City activities. These revenues were budgeted to be approximately 1% of General Fund revenues.

Analysis – First half licenses and permit revenue are higher than anticipated due to higher building department activity and changes to the City's fee schedules that were implemented in 2024. Staff recommend an increase in budgeted revenues by $40,000 to reflect the higher revenues going forward.

License and Permits



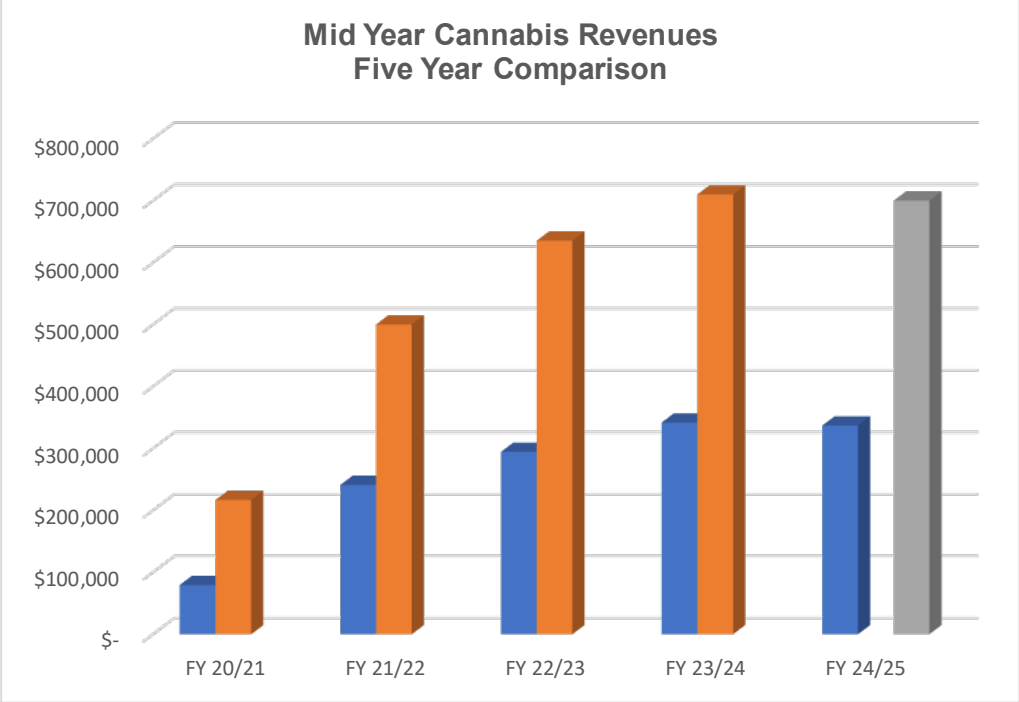
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 55,263	$ 58,744	$ 61,101	$ 65,239	$ 94,532
Fiscal Year Total Actual Revenues	$ 123,343	$ 133,963	$ 140,850	$ 153,479	
Fiscal Year Budgeted Revenues					$ 131,500
% of Total	44.8%	43.9%	43.4%	42.5%	71.9%

Cannabis Dispensary Revenues

This program was created after voters approved Proposition 64, entitled the 'Control, Regulate and Tax Adult Use Marijuana Act' (AUMA), legalizing the adult use and possession of cannabis by persons 21 years of age and older. On January 16, 2018, the Sonora City Council adopted Ordinance No. 848 to regulate the operation of commercial cannabis business' within the City of Sonora. Currently the city has two operating dispensaries, with the current ordinance allowing up to three dispensaries. This revenue source was budgeted to be approximately 4.7% of General Fund revenues and is now the fourth largest revenue source for the City, with only Measure Y, Bradley Burns Local Sales Tax and Property Tax contributing more.

Analysis – First half revenues are slightly lower than the prior year as more competition affects revenues. The city also receives sales tax on recreational cannabis sales. Staff will continue to monitor public benefit fee revenues in the second half of the year.

Cannabis Revenues



	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Revenues	$ 79,438	$ 241,064	$ 294,437	$ 341,671	$ 336,965
Fiscal Year Total Actual Revenues	$ 216,719	$ 499,977	$ 635,347	$ 710,000	
Fiscal Year Budgeted Revenues					$ 700,000
% of Total	36.7%	48.2%	46.3%	48.1%	48.1%

GENERAL FUND – KEY EXPENDITURE ANALYSIS

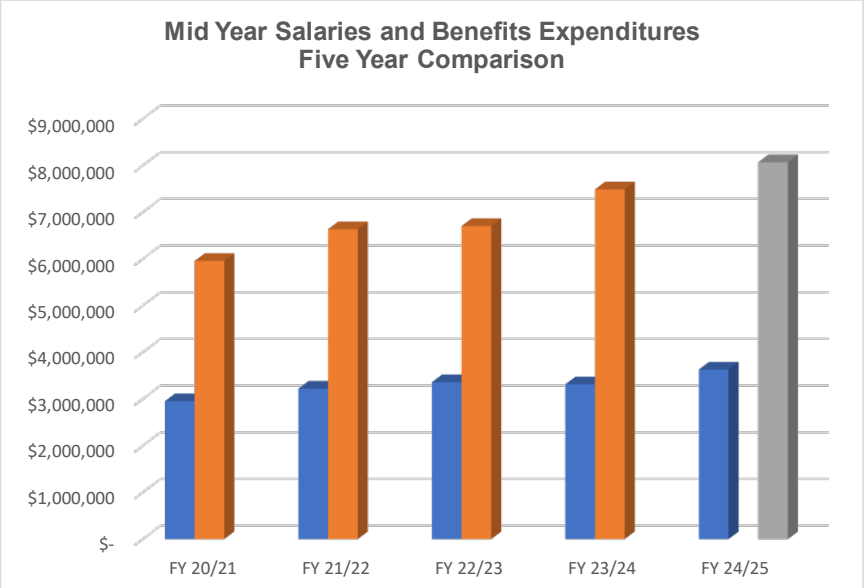
The following discussion provides a status of significant General Fund expenditures for the first half of FY24/25, for the date ending December 31, 2024.

Salaries and Benefits

Salaries and Benefits are 59% of the General Fund budget, or $8.1 million. Salaries and Benefits include full-time employee salaries, elected official and volunteer stipends, temporary/relief employees, overtime, all tax related expenses and benefits, including health and CalPERS retirement. Under typical circumstances, it would be expected that Salaries and Benefits would be just under 50% of total budget at the end of the second quarter as costs increase over the course of a fiscal year.

Analysis – First half results for salaries and benefits are trending lower with those in similar periods in prior years, at approximately 45% of budgeted totals. Further analysis of these expenditure details indicates that benefits are trending at approximately 43% of budgeted totals in line with total personnel costs. The Council approved increased pay rates, recruitment bonuses and retention pay for its Sonora Police Officers Association (SPOA). The City is also completing negotiations with the Sonora Confidential Employees Association (SCEA) and the Sonora Management Employees Association (SMEA). These increases have been included in the Fiscal Year 2024/25 budget, but will lead to higher expenditures in the second half of the year.

Salaries and Benefits



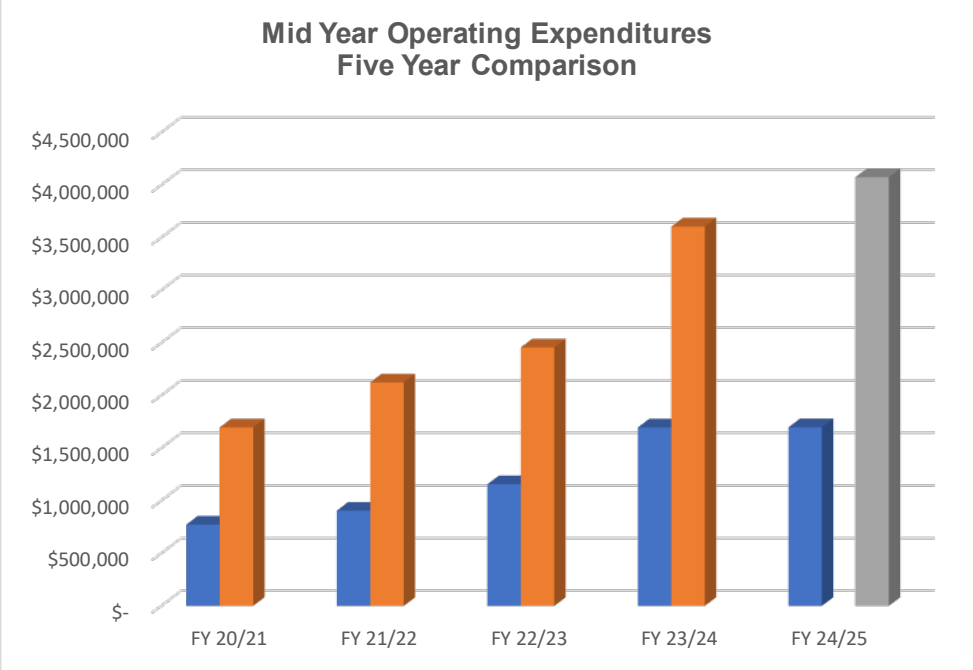
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Expenditures	$ 2,953,587	$ 3,223,593	$ 3,359,836	$ 3,314,850	$ 3,631,173
Fiscal Year Total Actual Expenditures	$ 5,956,343	$ 6,635,823	$ 6,704,725	$ 7,489,225	
Fiscal Year Budgeted Expenditures					$ 8,069,600
% of Total	49.6%	48.6%	50.1%	44.3%	45.0%

Operating Expenditures

Operating expenditure's consist of all General Fund costs to provide services, including supplies, materials, utilities, contracted services and are budgeted at $4.1 million for the fiscal year. The categories of supplies, materials and non-capital equipment, the most controllable expenditure category, is approximately 41% expended, as several projects were anticipated for the second half of the fiscal year. The balance of the operating expenditure is at 42% expended.

Analysis – First half results are trending under budget as some projects have been planned in the second half of the year or will be moved to Fiscal Year 25/26. Utilities are trending slightly above expected, at 52% of budget, as water and energy costs have increased more than anticipated. There are miscellaneous adjustments, increases and decreases, as needed, for the balance of the year, as detailed on page 23.

Operating Expenditures



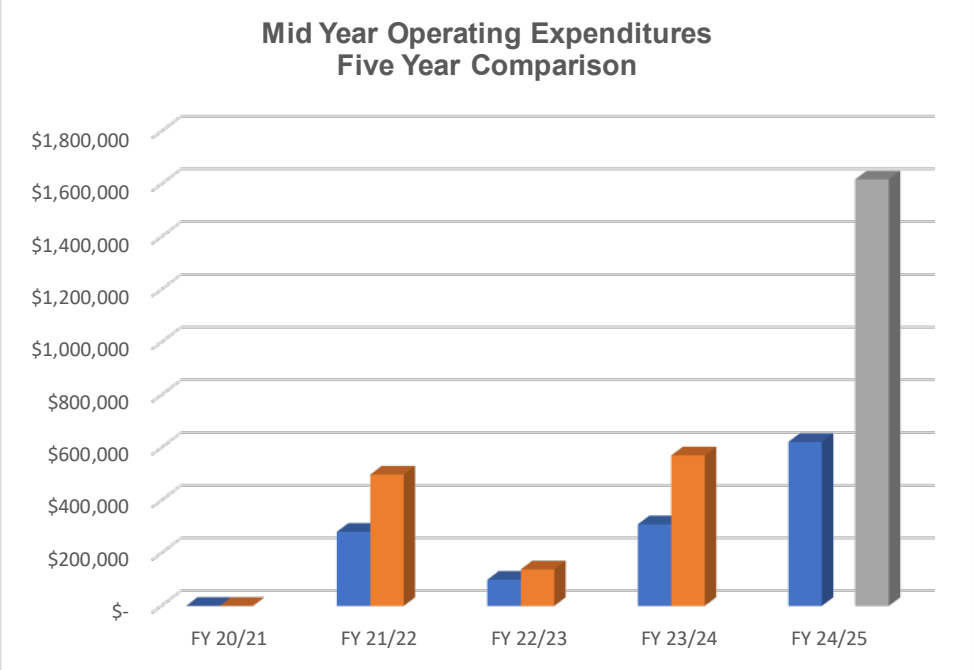
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Expenditures	$ 772,072	$ 904,941	$ 1,155,468	$ 1,695,863	$ 1,697,029
Fiscal Year Total Actual Expenditures	$ 1,695,688	$ 2,123,844	$ 2,455,448	$ 3,604,583	
Fiscal Year Budgeted Expenditures					$ 4,073,150
% of Total	45.5%	42.6%	47.1%	47.0%	41.7%

Capital Improvements

Capital improvements refer to long-term investments in the physical infrastructure and assets of a city. These projects are designed to enhance the quality of life for residents, support economic growth, and ensure the sustainability of essential services. Capital improvements typically include upgrades, repairs, or new construction of facilities such as roads, bridges, parks, public and buildings. These investments are often funded through a combination of local revenues, state and federal grants, and special funding sources.

Analysis – First half budgeted capital improvements included several projects, the Hospital Road Improvement Project, Sidewalk Improvements, drainage improvements. The Hospital Road Improvement Project was completed in the first half of the year and was under budget. As a result, there is a recommended transfer of ($132,000) from this project to general engineering services. There are other projects that will not be completed in the current fiscal year and it is staff recommendation to move these remaining funds to reserves until they can be budgeted in future years, as detail on page 23.

Capital Improvements



	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
First Half Actual Expenditures	$ -	$ 280,894	$ 99,085	$ 309,379	$ 622,183
Fiscal Year Total Actual Expenditures	$ -	$ 498,032	$ 138,163	$ 570,916	
Fiscal Year Budgeted Expenditures					$ 1,618,000
% of Total	#DIV/0!	56.4%	71.7%	54.2%	38.5%

FY24/25 RECOMMENDED FIRST HALF BUDGET ADJUSTMENTS

	FUND	-	DEPARTMENT		-	ACCOUNT	-	DESCRIPTION	BUDGET CHANGE
Revenues:									
1.	001	-	4000	Sales Tax	-	40215	-	Sales Tax Measure Y	($125,000)
	001	-	4000	Sales Tax	-	40210	-	Sales Tax Measure Bradley Burns	($150,000)
2.	001	-	2000	Community Dev	-	41250	-	Building Permits	$40,000
3.	001	-	XXX	Various	-	4XXX	-	Services	$14,000
	TOTAL NET CHANGE TO REVENUES								($221,000)
	FUND	-	**DEPARTMENT**		-	**ACCOUNT**	-	**DESCRIPTION**	**BUDGET CHANGE**
Expenditures:									
4.	001	-	XXXX	Various	-	50XXX	-	Salaries and Benefits	($215,000)
5.	001	-	XXXX	Various	-	511XX	-	Misc. Operating Expenditures	$73,700
6.	001	-	1100	Legal	-	54010	-	Legal Services	$125,000
7.	001	-	XXXX	Various	-	55010	-	Equipment Maintenance and Repair	$45,600
8.	001	-	XXXX	Various	-	53010	-	Outside Services	($70,000)
9.	001	-	6000	Fire	-	55020	-	Building Maintenance and Repair	($100,000)
10.	001	-	3900	Capital Projects	-	55120	-	Hospital Road	($112,000)
11.	001	-	2200	Engineering	-	53050	-	General Engineering	$112,000
12.	001	-	3900	Capital Projects	-	55140	-	Linoberg Retaining Wall	($210,000)
13.	001	-	3900	Capital Projects	-	55080	-	Main Drain Repairs	($260,000)
14.	001	-	3900	Capital Projects	-	55080	-	Linoberg Pedestrian Project	($540,000)
15.	001	-	4900	Transfers Out	-	59999	-	SS4A Transportation Safety Action Plan	($112,500)
16.	001	-	7000	Public Works	-	55080	-	Hope Lane Storm Drain	($22,500)
17.	001	-	7000	Public Works	-	55190	-	Storm Drain Maintenance	($30,000)
18.	001	-	3900	Capital Projects	-	55130	-	Parking Lot: Stewart/Church	$52,500
19.	001	-	7000	Public Works	-	55190	-	Biennial Infrastructure Inspections	($30,000)
20.	001	-	7000	Public Works	-	55160	-	Church Street Slope Stabilization	$30,000
21.	001	-	7000	Public Works	-	55190	-	ADA Ramp Coffill Park	$20,000
22.	001	-	4900	General Services	-	59999	-	Capital Improvement Reserve	$562,500
	001	-	4900	General Services	-	59999	-	Risk Management-Legal Reserve	$150,000
	001	-	4900	General Services	-	59999	-	General Plan Reserve	$159,700
	001	-	4900	General Services	-	59999	-	CalPERS Prefunding Trust Reserve	$150,000
	TOTAL NET CHANGE TO EXPENDITURES								($221,000)
								NET CHANGE TO FY24/25 TO BUDGET	$ -

Summary of Recommended Budget Adjustments

- **Revenues:**
  - 1. Sales Tax ($275,000): Revenues have been weaker than anticipated for the first half of the year and has weakened over the preceding months. As the 2nd half of the year begins staff will continue to monitor actual revenues.
  - 2. Building Permits $40,000: Permit activity has exceeded budget with more building activity than originally anticipated.
  - 3. Services $14,000: The City Council approved a fee update in the first half of FY24/25 and revenues have exceeded expectations.

- **Expenditures:**
  - 4. Salaries and Benefits ($215,000): There have been savings in several departments based on open positions in the first half of the year. As of this budget report the Police Department has all sworn positions filled.
  - 5. Misc. Operating Expenditures $73,700: There are several miscellaneous adjustments for budget including some unanticipated increases in Liability Insurance $31,500, Pre-Employment Costs $7,000, Water and Sewer $14,100, Electricity $3,500, Postage $600, and General Fuel usage $15,000. Also, there is a $2,000 adjustment for utility expenses for the Police Officer Wellness Center.

- 6. Legal Services $125,000: Exceeded the original budget established in June 2024, primarily due to unexpected legal reviews required for negotiations with employee unions and changes involving the Tuolumne County LAFCO.
- 7. Equipment Maintenance and Repair $45,600: An adjustment for unanticipated repairs to City generators and required repairs to the compressor at the fire department.
- 8. Outside Services ($70,000): A few projects that will be moved to future years. These included a study to analyze a paramedic program, a City owned building assessment, and Information Technology upgrades at City Hall.
- 9. Building Maintenance and Repair ($100,000): The Fire Station roof repair will be moved to a future year and the funds will be move to reserves.
- 10./11. The Hospital Road Project was completed under budget by $112,000. It is recommended that the remaining unused funding be reallocated to general engineering.
- 12. Linoberg Retaining Wall project ($210,000): The project will be moved to next fiscal year.
- 13. Main Drain Repairs ($260,000): There is funding to apply for grants, but the remaining funding will be moved to next fiscal year.
- 14. Linoberg Pedestrian Project ($540,000): The project funding will be moved to reserves.
- 15. SS4A Transportation Safety Action Plan ($112,500): The grant match will be moved to next fiscal year.
- 16./17./18. Hope Lane Storm Drain Project ($22,500) and Storm Drain Maintenance ($30,000) will be transferred to fund the Church-Stewart Parking Lot $52,500.
- 19./20. Biennial Infrastructure Inspections ($30,000) will be moved to the Church Street Slope Stabilization Project $30,000.
- 21. Add ADA ramp in Coffill Park.
- 22. Reserves: Any remaining budget will be moved to the City various reserve accounts:
    - Capital Improvement Reserves $582,500: Funding for projects that had funding moved to future fiscal years will be transferred here.
    - Risk Management-Legal Reserve $150,000.
    - General Plan Reserve $159,700.
    - CalPERS Prefunding Trust Reserve $150,000

FINANCIAL SUMMARIES, PROJECTIONS AND RECOMMENDATIONS

General Fund

The following table is the *Schedule of General Fund Operating Revenues. Vs. Operating Expenditures* for the first half of FY24/25, which includes comparison information from the prior year's first half.

	FY23/24 Actual	FY23/24 Mid-Year	FY23/24 % YTD	FY24/25 Adopted Budget	FY24/25 Mid-Year	FY24/25 % YTD
Revenues						
Sales and Use Tax	3,597,709	1,769,196	49.2%	3,552,000	1,576,555	44.4%
Measure Y	4,723,683	2,273,214	0.0%	4,300,000	2,098,915	48.8%
Property Tax	1,389,748	586,572	42.2%	1,495,600	595,607	39.8%
Franchise Fees	170,797	66,465	38.9%	160,000	49,082	30.7%
Business Licenses	132,741	58,406	44.0%	130,700	58,780	45.0%
Transient Occupancy Tax	702,269	341,671	48.7%	608,000	298,276	49.1%
Licenses and Permits	153,479	65,239	42.5%	131,500	94,532	71.9%
Cannabis Public Benefit Fees	710,000	341,671	48.1%	700,000	336,965	48.1%
Intergovernmental	162,940	112,063	68.8%	16,000	7,506	0.0%
American Rescue Plan (SLEFRP)	581,786	581,786	100.0%	-	-	0.0%
Charges for Services	97,038	48,679	50.2%	103,500	54,152	52.3%
Fines and Forfeitures	23,406	14,314	61.2%	31,000	16,283	52.5%
Rental Income	65,057	22,997	35.3%	43,900	31,937	72.8%
Interest	65,949	38,913	59.0%	225,000	87,766	39.0%
Other Sources	350,920	117,948	33.6%	177,700	28,701	16.2%
Total Revenues	12,927,522	6,439,134	49.8%	11,674,900	5,335,057	45.7%
Transfers In						
Tranfers In	2,488,450	1,189,300	47.8%	3,007,800	1,631,800	54.3%
Total Transfers	2,488,450	1,189,300	47.8%	3,007,800	1,631,800	54.3%
Total Revenues	15,415,972	7,628,434	49.5%	14,682,700	6,966,857	47.4%
Expenditures						
Salaries and Benefits	7,489,225	3,314,850	44.3%	8,069,600	3,631,173	45.0%
Supplies and Materials	3,235,229	1,504,419	46.5%	3,681,650	1,493,609	40.6%
Utilities	369,354	191,444	51.8%	391,500	203,420	52.0%
Capital Improvements	570,916	309,379	54.2%	1,618,000	622,183	38.5%
Total Expenditures	11,664,724	5,320,092	45.6%	13,760,750	5,950,385	43.2%
Transfers Out						
Transfers Out:						
Self Insured Dental	34,000	13,944	41.0%	32,000	10,629	33.2%
CalPERS Prefunding Trust	300,000	150,000	50.0%	150,000	150,000	100.0%
Fleet Replacement Reserve	-	-	-	75,000	75,000	100.0%
Risk Mitigation Reserve	-	-	-	250,000	250,000	100.0%
Capital Improvement Reserve	-	-	-	215,000	215,000	100.0%
Labor Reserve	-	-	-	4,015,000	4,015,000	100.0%
General Plan Reserve	-	-	-	300,000	300,000	100.0%
Total Transfers	334,000	163,944	49.1%	5,037,000	5,015,629	99.6%
Total Expenditures	11,998,724	5,484,036	45.7%	18,797,750	10,966,014	58.3%

The groups of financial summaries on the following pages present data by governmental fund type: For purposes of this first half report, we have focused on the Measure I Special Revenue Fund. The fund information starts with a beginning fund balance, adds current year revenues, and subtracts current year expenditures, resulting in an ending fund balance. Adopted budget amounts are provided as a basis for comparison of actuals to date.

Special Revenue Fund: Measure I

Special Revenue Funds account for the proceeds derived from specific revenue sources that are legally restricted or assigned to special purposes. The City's Special Revenue Funds include the Measure I fund which is the focus of the information provided in this first half report. The Measure I fund was established as a result of a 2004 voter approved ½% increase to sales tax within the City limits. With approval of the ballot measure, the sales tax increase took effect January 1, 2005. The purpose of the initiative was to improve city services for residents, businesses, and visitors to the City of Sonora. Measure I revenues for the first half are trending at approximately 50% of total budgeted revenues and across the three Departments expenditures are programmed to be at 50% of budget. Nearly all Measure I funds collected are now fully expended on ongoing fixed costs.

Measure I

	Police	%	Fire	%	Public Works	%
Beginning Fund Balance @ July 1, 2024	1,051,367		382,396		269,133	
Budgeted Revenues	1,450,300		602,200		360,200	
Actual Revenues - First Half	651,526	44.9%	270,124	44.9%	163,077	45.3%
Budgeted Expenditures	1,480,000		625,000		360,000	
Actual Expenditures - First Half	740,000	50.0%	312,500	50.0%	180,000	50.0%
Ending Fund Balance @ December 31, 2024	962,893		340,020		252,210	

Measure I: Police Department

The Police Department receives 60% of Measure I revenue for the support of the Sonora Police Department for personnel, updating safety equipment and supplies, providing educational funding, replacing expired vehicles, and expanding facilities. FY24/25 first half results are trending consistent with the same period in prior years as illustrated in the chart below.

Police Measure I					
Revenues					
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
First Half Actual Revenues	487,825	681,859	704,141	675,215	651,526
Fiscal Year Total Actual Revenues	1,295,455	1,411,325	1,410,102	1,321,500	
Fiscal Year Total Budgeted Revenues					1,450,300
First Half - Percent of Total	37.7%	48.3%	49.9%	51.1%	44.9%
Expenditures					
First Half Actual Expenditures	550,000	650,000	650,000	750,000	740,000
Fiscal Year Total Actual Expenditures	1,100,000	1,300,000	1,300,000	1,500,000	
Fiscal Year Total Budgeted Expenditures					1,480,000
First Half - Percent of Total	50.0%	50.0%	50.0%	50.0%	50.0%

Measure I: Fire Department

The Fire Department receives 25% of the Measure I revenue for the support of the Sonora Fire Department for personnel, updating equipment and supplies, and providing educational funding. FY24/25 first half revenues are trending consistent with the same period in prior years as illustrated in the chart below. There are no budget recommendations at this time.

Fire Measure I					
Revenues					
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
First Half Actual Revenues	202,561	284,007	292,890	281,340	270,124
Fiscal Year Total Actual Revenues	538,841	587,825	586,244	550,625	
Fiscal Year Total Budgeted Revenues					602,200
First Half - Percent of Total	37.6%	48.3%	50.0%	51.1%	44.9%
Expenditures					
First Half Actual Expenditures	175,000	250,000	275,000	300,000	312,500
Fiscal Year Total Actual Expenditures	350,000	500,000	550,000	600,000	
Fiscal Year Total Budgeted Expenditures					625,000
First Half - Percent of Total	50.0%	50.0%	50.0%	50.0%	50.0%

Measure I: Public Works

The Public Works Department receives 15% of the Measure I generated revenue for the purpose of personnel, equipment and facility enhancements and infrastructure improvements. FY24/25 first half revenues are trending consistent with the same period in prior years as illustrated in the chart below.

Public Works Measure I

Revenues	FY19/20	FY20/21	FY21/22	FY23/24	FY24/25
First Half Actual Revenues	123,105	170,742	178,081	168,804	163,077
Fiscal Year Total Actual Revenues	325,516	353,654	358,320	330,375	
Fiscal Year Total Budgeted Revenues					360,200
First Half - Percent of Total	37.8%	48.3%	49.7%	51.1%	45.3%
Expenditures					
First Half Actual Expenditures	162,500	157,500	162,500	180,000	180,000
Fiscal Year Total Actual Expenditures	325,000	315,000	325,000	669,400	
Fiscal Year Total Budgeted Expenditures					360,000
First Half - Percent of Total	50.0%	50.0%	50.0%	26.9%	50.0%

DEPARTMENT UPDATES

COMMUNITY DEVELOPMENT

Mid-Year Goals and Accomplishments

- Provide professional, courteous, and efficient services to the community. (Council priority #42, 43, 44)
    - Day-to-day staff strive to make the City a friendly, convenient resource for residents, contractors, businesses and all others looking for assistance.
    - Implementation of IWORQ (online permitting system): The City launched an online permitting system that allows the building community to pull permits without coming to the office. The system is saving paper, staff time, community member time, increasing convenience, permit issuance timeliness and organization.
    - Full time Building Official hired—Offering a local building official, who is in the office 5 days a week is a huge benefit for the build community.
- Address the Short-Term Rental Use Permit Ordinance. (Council priority #6, 17)
    - Short Term Rental Ordinance update adopted modifications to the previous policy broaden the number of potential short-term rentals that can operate in Sonora.
    - There has been a slight uptick in applications was experienced after the policy passed, with new applicants submitting, however the overall number of permits issued has not seen an increase.
- Grant funded projects: Projects to be delivered include: (Council priority #1, 5, 10, 16, 25)
    - New storage facility at the Public Works yard. Planning to go out to bid by mid-March. This project is expected to be delivered by July 2025.
    - Pickleball court and other improvements to Woods Creek Park. The pickleball court has been fully designed. This project is expected to be out to bid by early April, with a completion date of no later than October 2025.
    - Adopt and implement planning documents, such as Housing/Safety Element and Local Hazard Mitigation Plan.
    - The City received two new Fire Engines through the Community Development Block Grant program. Included in the award was equipment for both vehicles including fire hose, safety equipment, tools, and other items for full functionality of the units.
- Support economic development in Sonora: (Council priority #3, 21, 44, 100, 110, 111)
    - In progress. Consultant hired. Scope of work established. Working on deliverables.
    - Several Task Orders are being developed to explore new ordinances designed to increase economic activity/invest in local businesses including:

  - Expanding existing Cannabis ordinance
  - Locals First ordinance
  - Blight, Burn, Vacancy ordinance to address dilapidated buildings, empty storefronts and buildings that have been impacted by fire.
  - Partnership with Tuolumne County Arts Council, Sonora Chamber and Visit Tuolumne County for a downtown Arts project which intends to add local arts work to empty storefronts to increase visual interest and reduce impact of vacancies.

- Code Enforcement: impact adherence to the Sonora Municipal Code through adding another day of staffing per week. With additional resources, the department hopes to help clear out a backlog, support the building department in compliance with permitting for construction activities, tenant improvements and signage. Additionally, more work can be done around nuisance abatement, centering around protecting life and improving safety within the community. (Council priority #6, 12, 15, 45)

- In progress. Services currently being offered one day a week. Accomplishments include—Notices to property owners regarding fire abatement activities on their property, Abandoned Vehicle Abatement efforts, Various resolutions of SMC violations—trash, signage, permits, etc. A focus on delivering results through education, direct communication and follow up.

- Current efforts also include implementing the recently adopted shopping cart ordinance. This effort is designed to discourage and penalize the unlawful taking and use of area shopping carts for personal use.

POLICE DEPARTMENT

Mid-Year Goals and Accomplishments

- Continue to enhance the hiring process: Recruitment video and webpage created by EPIC rolled out in August 2024. POST Management Study report indicated “a high sense of job satisfaction” for staff. As of this writing, there are no vacant sworn positions. Off-Highway Vehicle (OHV) was purchased to provide Special Program opportunities to encourage staff retention. (Council priority #32, 51, 60, 75, 77)
- Continue strengthening the employee development program: Despite staffing challenges, we maintained POST compliance for continued professional training standards. We are beginning to expand again on training opportunities above and beyond minimum requirements. We submitted and received approval from POST for an updated Field Training Program. (Council priority #77, 121)
- New police facility project: Met with Congressman Tom McClintock, Abigale Solis, the Governor Newsom’s Central Regional Director of External Affairs, and briefed Marie Alvarado-Gil’s staff on facility needs. VANIR needs assessment is complete and awaiting Council direction. (Council priority #25, 28, 74, 80)
- Complete evidence and property room relocation and upgrade: The SPD Property and Evidence storage has been relocated. Enhanced security measures are pending. Council priority #73, 76, 119)
- Enhance information technology security: A new server rack was purchased; installation has begun; attachment of security panels is pending. Firewall security was upgraded to server and manual backup systems established. Additional upgrades are pending, including the purchase of Network Attached Storage (NAS). (Council priority #73, 76, 119)
- Private video surveillance registration program: We are finalizing an upgrade to Citizen Rims, which began in January 2025. Once complete, we can initiate online registration and incorporate department-specific parameters. A campaign will follow to educate and encourage participation. (Council priority #73, 76)
- Improve radio communications: The final phase of this five-year project was completed in August 2024 with the dispatch console upgrade. The initial phase consisted of an additional repeater site, followed by mobile and portable radio upgrades. (Council priority #73, 76)

FIRE DEPARTMENT

Mid-Year Goals and Accomplishments

- Receive approval of LAFCO application for an out of area contract for services with Chicken Ranch Tribe. Tribe requested to withdraw from the contract. (Council priority #68)
- Continue to Strengthen the Employee Development Program. Encourage personal development and training opportunities. Personnel completed development and training to enhance their knowledge, skills and abilities. (Council priority #51, 60, 67)
- Replace U751 with a new utility response vehicle. Implement the annual fleet replacement program. The replacement of U751 is in process and should be completed before the end of fiscal year. (Council priority #30, 70)
- Develop and implement a digital fire prevention inspection program and implement an on-site inspection process to increase efficiency. Partial completion of the digital format to complete inspections in the field (paperless). (Council priority #45, 62, 108)
- Technology improvements: purchase equipment for Emergency Operations Center (EOC) operations. Research available grants as a potential funding source. EOP is in the process of being updated, waiting until complete to review and order necessary equipment. (Council priority #45, 62, 63, 108, 120)
- Completed Community Development Block Grant (CDBG) Fire Equipment Project: purchased fire trucks and equipment through grant. All purchases of the CDBG grant have been completed. (Council priority #30)
- Additional Programs: research services and programs to enhance capabilities for community. Research on going to provide upgrade EMS services. (Council priority #69)
- Continue succession planning and mentoring for future Fire Department leadership. Ongoing internal training with future leaders of the department has been successful and show prospects for the upcoming Fire Chief recruitment. (Council priority #59)
- Increase staffing levels: apply for Assistance to Fire Fighter Grant (AFG) and Staffing for Adequate Fire and Emergency Response (SAFER) grants to increase staffing level for operations, fire prevention and office/clerical. Increased staffing will assist in suppression and mitigation efforts. Completed grant applications for 6 Firefighters, 3 inspectors and a full-time office staff member. No awards were granted at this time. (Council priority #67, 69)

ENGINEERING DEPARTMENT

Mid-Year Goals and Accomplishments

- Hospital Road Phase 1 reconstructed (cooperative effort with Sierra RR).
- Secured $54,000 funds from TCTC to help offset construction management costs related to the Transit project.
- Transit Project near completion – Working on final invoice and closeout.
- SS4A Grant Secured - $450,000 Federal Funds secured to conduct citywide transportation infrastructure safety assessment.
- Started preliminary engineering for the Snell Street Phase 1 reconstruction and storm drainage improvement project.
- Secured $266,173 in Carbon Reduction Grant funds to construct a portion of the sidewalk for Snell Street Phase 1.
- Secured $250,000 in RSTP funds to construct a portion of the sidewalk for Snell Street Phase 1.
- Performed grant preapplication work for the Sonora Main Drain and researched grant opportunities.
- Addressed flooding - storm drainage issue at numerous locations throughout the City including:
    - Steet flooding at 416 East Oakwood Drive.
    - Street flooding at Candy Store at Bradford Street and Washington Street.
    - Hope Lane Drainage Pipe between East Oakside Drive and East Jackson Street.
    - Secured loose manhole cover at 10 Calaveras Street (Bract House).
- Worked with Public Works Maintenance staff to eliminate a tripping hazard at the Candy Store at Bradford Street and Washington Street.
- Updated the 2024 Traffic Mitigation Traffic Report.
- Updated the ADA Transition Plan.
- Updated the City of Sonora Quality Assurance Program (QAP).
- Determine the extents of the City of Sonora Right of Way at various locations.
- Assisted with the startup of the IWorq database.
- Prepared GIS shape files for the City of Sonora roadway system for use by IWorq.
- Prepared and advertised the Contractor On-Call Services Request for Qualifications.

- Reviewed the TCTC Draft RTP.
- Worked with TUD to have N Stewart Street repaired at the watermain break.
- Reviewed the TCTC Greenley Road Extension RFP.
- Assisted TCTC with the consultant selection for the Greenly Road Extension project.
- Assisted the City with the preparation of various annual Caltrans documents.
- Provided oversight for the Gold Rush Path Phase 1 project.
- Revised cooperative agreements between the City of Sonora and Caltrans and numerous funding documents for the Gold Rush Path Phase 1 project.

SONORA CAPITAL IMPROVEMENT PROJECTS

Project Name	Project Phase	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY29/30	Beyond
Snell Road Reconstruction & Drainage Imp.	Design / Env / Permitting	$204,440.00						
(Between Bonanza Road and County Line)	Right of Way							
	Construction		$1,132,025.00					
Linoberg Road Retaining Wall	Design / Env / Permitting		$210,000.00					
(Between Bradford Street and Pine Street)	Right of Way			$121,560.00				
	Construction			$960,324.00	$960,324.00			
Hospital Road Reconstruction	Design / Env / Permitting	$90,000.00						
(Between Sierra RR and Mono Way)	Right of Way							
	Construction	$450,058.75						
Sonora Main Drain	Design / Env / Permitting	$10,802.00	$269,198.00		$275,000.00			$850,000.00
(From Gold Street to Stockton Street)	Right of Way			$180,000.00		$180,000.00		$550,000.00
	Construction			$902,500.00	$902,500.00	$877,500.00	$877,500.00	$5,465,000.00
Vision Sonora / Blue Zone Ped Projects	Design / Env / Permitting							
(Linoberg, Linoberg West, Washington Street,	Right of Way							
Stewart Street, Green Street)	Construction							
N Stewart Street Retaining Wall Replacement	Design / Env / Permitting			$285,000.00				
(Between Elkin Street and Wall Street)	Right of Way			$130,000.00				
	Construction				$945,000.00	$945,000.00		
Hope Lane Storm Drain Improvements	Design / Env / Permitting		$65,000.00					
(Between E Oakside Dr and E Jackson St)	Right of Way							
	Construction			$435,000.00				
Parking Lot Improvements	Design / Env / Permitting	$67,502.00						
(Church & Stewart - behind Fountain lot)	Right of Way							
	Construction	$100,000.00						
Parking Lot Improvements	Design / Env / Permitting		$10,000.00					
(Above Stewart St Restroom)	Right of Way							
	Construction		$50,000.00					
Parking Lot Improvements	Design / Env / Permitting			$10,000.00				
(Lyons - Bowling Alley Lot)	Right of Way							
	Construction			$67,500.00				
Farmers Market Sidewalk Repairs	Design / Env / Permitting	$15,000.00						
(E Side of Stewart St N of Theal Street)	Right of Way							
	Construction	$70,000.00						
Barretta Street Upper Retaining Wall Rep	Design / Env / Permitting				$70,000.00			
(Near Church Street at Dome Building)	Right of Way				$360,920.00			
	Construction				$10,000.00			
Barretta Street Church Street Intersection Study	Design / Env / Permitting			$25,000.00				
	Right of Way							
	Construction							
City Road Repaving / Reconstruction Program	Design / Env / Permitting			$75,000.00		$75,000.00		
	Right of Way							
	Construction			$500,000.00		$500,000.00		
City Road Preservation Program	Design / Env / Permitting		$75,000.00		$75,000.00			
	Right of Way							
	Construction		$500,000.00		$500,000.00			
SS4A Transportation Safety Action Plan	Design / Env / Permitting		$112,500.00					
Local Match	Right of Way							
	Construction							
Totals:		$1,007,802.75	$2,423,723.00	$3,691,884.00	$4,098,744.00	$2,577,500.00		$6,865,000.00
Available General and Measure Y Budget		$2,000,000.00	$2,000,000.00	$2,000,000.00	$2,000,000.00	$2,000,000.00		
Additional Funds / Grant Funds Needed		-$992,197.25	$423,723.00	$1,691,884.00	$2,098,744.00	$577,500.00		

PUBLIC WORKS DEPARTMENT

Mid-Year Goals and Accomplishments

- Completed seasonal street marking improvements and install thermo-plastic stop bars, crosswalks, etc. (Council priority #26)
- Ongoing process of Street Sign Replacement Project. (Council priority #11, 26, 112)
- Creek clearing has been completed, will continue the Vegetation Removal Project to clear vegetation along additional City streets. (Council priority #1, 4, 10, 14)
- Completed over 100 trip hazard repairs and continuing sidewalk ADA/trip hazard improvement program. (Council priority #26, 108)
- Ongoing pothole repairs, continuing with annual potholing and street repairs. (Council priority #26)
- Completed curb repairs in the downtown area. (Council priority #14, 26, 100)
- Completed the rebuilding of Santas house deck and ramp. (Council Priority #21, 101, 108)
- Completed seasonal pressure washing sidewalks and trash cans, this will start again in the spring. (Council priority #26, 101)
- Replacement trucks have been ordered for the Public Works Fleet and should be delivered in the second half of the year. (Council priority #26, 27, 30)
- Completed for the season and will continue with hot ac patchwork on city streets in the second half of the year. (Council priority #26)
- Completed the replacement of city-owned streetlights with LED bulbs. (Council priority #63)
- Schedule replacement of traffic signal battery backups. This will be an ongoing budget request. (Council priority #63, 64)
- Completed the removal of debris from the Hope Lane storm. (Council priority #64)

ADMINISTRATIVE SERVICES DEPARTMENT

Mid-Year Goals and Accomplishments

- Improved and streamlined recruitment processes. (Council Priorities #32, 51, 60, 75, 77)
- Completed a Fee Study and was approved by the City Council. (Council Priorities #31, 48, 50)
- Completed a audit of the City's Cannabis Dispensaries. (Council Priorities #48, 50)
- Transition fleet to new leased vehicles. In process, with 10 new Police cars and ordered new trucks for Public Works. (Council Priorities #27, 30, 35)
- Negotitated new five year memorandums of understandings (MOU) with three of the five City labor units. (Council Priorities #51, 60, 69, 77)
- Updated Class Descriptions for positions in the new MOU's. (Council Priorities #53, 60)
- Recruitment and onboarding, including filling the sworn positions at the Sonora Police Department, the Engineer at the Sonora Fire Department, the Assistant City Clerk in the Administrative Services Department, and the Buidling Official in the Community Development Department. (Council Priorities #54, 60, 69, 77)
- Continued uppdating of several outdated City policies. (Council Priority #53)
- Continued implementation of new software solutions to improve service delivery and efficiency. (Council Priority #45)

CONCLUSION

The financial results for the first half of Fiscal Year 24/25 are based on the most current financial information and economic assumptions available.

On page 23 are the budget adjustments that are recommended by city staff to complete the fiscal year and to continue to navigate the economic uncertainty ahead.

As the City of Sonora reaches the midpoint of the fiscal year, it is essential to consider the potential impacts of an economic slowdown driven by persistently high inflation rates and elevated interest rates. These economic conditions pose challenges that could impact the City's revenue streams, particularly sales tax collections, which form a significant portion of the General Fund. Slowing consumer spending and higher borrowing costs may reduce retail sales activity, directly affecting revenues generated through both Measure Y and the Bradley-Burns Local Sales and Use Tax.

Given these uncertainties, the City Council should remain vigilant in monitoring economic trends and be prepared to adjust budget projections as needed. Fiscal prudence will be crucial in ensuring the City can continue delivering essential services while maintaining financial flexibility to respond to changing economic conditions.

Looking Forward with Optimism

Despite the caution warranted by broader economic conditions, there is reason for optimism as the City enters the second half of the fiscal year. Several community-prioritized projects are expected to begin, including the construction of a new pickleball court at Rotary Park, which will provide residents with a valuable recreational amenity that supports healthy lifestyles and fosters community engagement.

The City Council's leadership will be essential in navigating the balance between addressing pressing infrastructure needs, supporting the workforce through competitive compensation, and delivering on community priorities. With prudent financial management, strategic investments, and continued collaboration with stakeholders, the City of Sonora is well-positioned to sustain its progress and meet the evolving needs of the community.

Conclusion

In summary, while the potential for an economic slowdown driven by elevated inflation and interest rates presents challenges, the City of Sonora has demonstrated resilience and strategic foresight through its accomplishments in the first half of the fiscal year. By continuing to focus on sound financial planning, supporting essential services and workforce needs, and prioritizing critical infrastructure investments, the City is well-equipped to maintain its momentum and achieve continued success in the months ahead.

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: March 17, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Community Development Department Monthly Report February 2025

RECOMMENDATION:

Receive the City of Sonora Community Development Monthly Report for February 2025.

BACKGROUND:

See previous months reports

DISCUSSION / ANALYSIS:

The following activities were undertaken by the Community Development Department:

DAILY ACTIVITIES

- Answer Phones
- Staff Office hours
- Issue Permits—Banner and Special Event permits can now be issued online!
- Conduct Inspections

SPECIAL EVENT PERMITS

Special Event Permits for the following Community Events:

- Sonora Chamber Coffill Park Concert Series- June 14, July 12, August 9, September 13, October 11
- Sonora Chamber- El Campo De Sonora- June 7

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

FARMERS MARKET

- Planning for Farmers Market 2025 is underway. City Council approved the closure of Stewart Street as part of a demonstration project to grow the market and enhance the downtown area. This will allow for additional participants in the farmers market, both farmers, artisans and community organizations. A traffic control plan is expected from the City Engineer detailing the detour route.
- A few new items will also be purchased, including a Market Info pop-up, an additional hand truck and hopefully an ice machine.

LINOBERG STREET

- The City Engineer is working on the crosswalk enhancements for the crosswalks at Linoberg and Theall. This component will either be put out to bid or completed by the City Public Works team. Additionally, quotes are being garnered for an overhead shade structure for Linoberg to facilitate use of this space during the hot summer months. Similarly, quotes are being sought for signage indicating additional businesses, restaurants and shops on Stewart Street.
- Blue Zones Project is helping to secure barriers that will serve as enclosures for trash cans currently located along the sidewalk.

CODE ENFORCEMENT

- Code enforcement is helping to lead implementation efforts of the shopping cart ordinance which was recently adopted.
- Abandoned vehicles and sign permitting has been a focus for our code enforcement officer.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MANAGEMENT

- Prep final submittal to CDBG for reimbursement of equipment for two (2) fire trucks
- The City only received one response to the request for qualifications that was issued for assistance with Community Development Block Grant and HOME program management. The proposal came from Thurmond Consulting LLC. Staff is reviewing the submittal.

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

CALOES PROJECT

- Draft plans for the new storage structure has been received. Bid documents are being prepared. It is anticipated that this project goes out to bid this month (March), with an anticipated project delivery prior to July 2025.

PER CAPITA (STATE PARKS) GRANT

- Pickleball court was revised to enlarge the court. The project did not meet the recommended minimums. There was a conflict between the pickleball court and the basketball hoop and striping. For this reason, recognizing the growing popularity of pickleball, the basketball hoop and striping are being removed.
- The pickleball court is anticipated to go out to bid in early April 2025.

STOCKTON-WASHINGTON CORRIDOR PROJECT

- Staff is submitting final paperwork for the project and pursuing reimbursements for project expenditures.

ORDINANCE UPDATE(S)

- The sidewalk encroachment ordinance update is still in draft form. Staff conducted a public/business outreach meeting in February to get feedback from downtown merchants and residents. Edits based on their comments have been incorporated into the update.
- The Ordinance will go to the Planning Commission on March 24, 2025, at 5:30. If the Planning Commission recommends the updated policy changes, staff will bring the ordinance to City Council for consideration in April.

PLANNING COMMISSION

- The next Planning Commission meeting is scheduled for February 24th 2025.
- See ordinance updates for the primary item for consideration at this meeting.

USE PERMIT

- N/A

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

HOUSING ELEMENT

- Staff continue to work closely with our consultant on this project and Housing and Community Development (HCD) staff to address comments received from the State. There are deadlines for adoption and staff is working quickly to gain agreement from HCD on our approach so we can bring the Housing Element to City Council for consideration.

ENCROACHMENT PERMITS (Caltrans)

Mother Lode Round Up Encroachment Permit is being sought for this year's event.

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, Staffing- Salary, Benefits, Training, and Retention

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Aimee new, Fire Chief

SUBJECT: Fire Department Monthly Report February 2025

RECOMMENDATION:

Receive the City of Sonora Fire Department Monthly Report for February 2025

DISCUSSION / ANALYSIS:

Receive the Fire Department Monthly report – February 2025

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

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

1. The City of Sonora Fire Department responded to 168 calls for service in February 2025.
2. Sonora City units responded to emergency calls as follows:

100 - Fire, other	2
111 - Building fire	2
117 - Commercial Compactor fire, confined to rubbish	1
121 - Fire in mobile home used as fixed residence	1
122 - Fire in motor home, camper, recreational vehicle	1
131 - Passenger vehicle fire	1
151 - Outside rubbish, trash or waste fire	1
321 - EMS call, excluding vehicle accident with injury	106
322 - Motor vehicle accident with injuries	2
324 - Motor vehicle accident with no injuries.	4

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

412 - Gas leak (natural gas or LPG)	1
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	2
553 - Public service	3
554 - Assist invalid	6
611 - Dispatched & cancelled en route	24
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	1
700 - False alarm or false call, other	1
711 - Municipal alarm system, malicious false alarm	1
730 - System malfunction, other	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	4
Total	168

3. Monthly dollar loss in the City, resulting from fire: 0
4. The average response time during the month: 6:33
5. Automatic or mutual aid given: 62

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: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Sonora Police Department Monthly Report

RECOMMENDATION:

Receive the City of Sonora Police Department Monthly Report for February 2025.

BACKGROUND:

Each month, the Sonora Police Department reports on general police activity for the previous month. This list is not all-inclusive and is guided by the interests of the City Council. The reporting format allows for a comparison of activity with the prior month and with the same period during the previous year.

The City is divided into two areas of responsibility, each monitored by our two Police Sergeants. The Sergeants monitor their assigned areas and proactively apply problem-solving community policing principles to address a range of issues, from property crime trends to public nuisance concerns, all with the goal of enhancing public safety.

Most categories in our report reflect criminal case investigation reporting, providing a comprehensive view of our law enforcement efforts. However, it's important to note that these categories primarily indicate the number of criminal cases investigated rather than the actual number of incidents occurring in the City. Select categories, such as Larceny and Homeless Activity, have dual reporting numbers, reflecting the number of reported occurrences and the number of criminal case investigations. Similarly, the Total Phone Calls / 911 Calls category reflects the number of 911 calls included in the total number of incoming calls to the Sonora Police Department in a given month, offering a more nuanced understanding of our emergency response.

DISCUSSION / ANALYSIS:

The chart below summarizes activities for February 2025.

Activity	February 2025	January 2025	February 2024
Total Incidents	1,018	1,113	868
Calls for Service	672	731	621

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Officer Initiated	346	382	247
Total Arrests	44	53	34
Felony Arrests	8	11	7
Misd. Arrests	36	42	27
Total Reports	104	123	99
Parking Citations	14	4	3
Moving Citations	15	9	8
Domestic Violence	0	5	3
Larceny Inc./Inv.	17/8	30/15	22/7
Total Collisions/Inv.	28/11	23/6	31/8
Homeless Activity/Case Reports	138/29	113/28	86/11
Animal Calls	36	25	12
Public Intox and UID	10	11	4
DUI Arrests	2	5	2
Total Phone Calls / 911 Calls	1,714/269	1,925/296	1,916/283
Average Per Day	61	62	66
Vehicle Releases	3	6	2

FISCAL IMPACT:

There is no Fiscal Impact on the General Fund.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS (3):

Crimes by Area Report

Area 1 Supervisor Report

Area 2 Supervisor Report

CORE COUNCIL PRIORITIES:

Public Safety and Disaster Preparedness, Homelessness Issues, Training, and Retention

February 2025 - Crimes by Area

AREA 1 REPORTS:

Violent Crimes:

1 – Felony Criminal Threats

Burglaries / Other Larceny:

1 – Felony Stolen Vehicle, recovered by Modesto CHP
4– Misdemeanor Business Burglaries (Shoplifting)

AREA 2 REPORTS:

Violent Crimes:

1 – Felony Child Abuse (Including Felony Possession of Controlled Substances, Felony Accessory After the Fact, and Misdemeanor Possession of Controlled Substance)
1 – Misdemeanor Child Abuse (Including Misdemeanor Battery on School Grounds)
2 – Misdemeanor Battery on a Person

Burglaries / Other Larceny:

1 – Felony Vehicle Theft, recovered by Sonora PD
1 – Felony Residential Burglary (Including Misdemeanor Vandalism)
1 – Misdemeanor Business Burglary (Shoplifting)

Area 1 Supervisor Report
February 2025

Neighborhood Watch:

ELKS HILL:

- No updated activity

SONORA KNOWLES:

- No updated activity.

Case(s) for discussion:

On 02/13/2025, at approximately 4:30 pm, Officers were dispatched to Save Mart for a report of a transient male masturbating behind the store. Officers arrived on scene and observed the suspect masturbating while sitting in the rear parking lot of the business. The suspect was arrested and a search of the suspect's clothing revealed a small bag of methamphetamine and drug paraphernalia.

On 02/03/2025, at approximately 8:30 am, Officers were dispatched to 1101 Sanguinetti Rd for a report of an unknown female threatening to mace people. Officers located the suspect near the PetSmart entrance. As the officer attempted to take the suspect into custody, she began fighting with the officers. The suspect was eventually subdued and taken into custody.

Investigations:

- Detective Brickley completed an investigation involving a felony child abuse case.

Range:

- Range qualification is scheduled for March.

Fleet:

- The OHV has been purchased; we are awaiting a delivery date.

Property and Evidence:

- No updated activity

Respectfully submitted,

Sergeant Eric Nygard

Area 2 Monthly Supervisor Report
February 2025

Neighborhood Watch:

MYERS HILL:

- No updated activity.

NORTH STEWART:

- No updated activity.

HIGHLAND VIEW:

- No updated activity

Case(s) for discussion:

Officers responded to reports of a residential burglary. Officers arrived to find the house had been vandalized. Officers left the residence after they completed their investigation. A short time later, Officers were called back to the residence for someone trying to gain entry once again. Officers arrived in the area and noticed a vehicle fleeing from the residence. Officers were able to catch up to the vehicle and conduct a traffic stop. Officers contacted the driver and conducted an investigation. When the investigation was completed, Officers arrested the driver for felony first-degree burglary, misdemeanor vandalism, and misdemeanor driving under the influence of alcohol.

Officers responded to reports of a large argument in the downtown area. Officers arrived on scene to see a large crowd in a downtown parking lot. As Officers approached the crowd, they noticed two subjects in a physical fight. Officers were able to get the subjects separated and conducted an investigation. When the investigation was complete, Officers arrested one of the subjects involved in the physical fight for misdemeanor drunk in public and misdemeanor battery on a person.

K-9:

- The Sonora PD K-9 Handler has continued to utilize his partner for narcotics and has had positive results.
- The K-9 team is actively training twice a month and consistently showing progress.

Reserves/Volunteers/Explorers:

- This month we continued training on proper radio traffic as well as how to properly fill out forms that they could be using. We finished training with conducting traffic stop scenarios and having them utilize what they have learned in past trainings.

Recruitment:

- We currently have a Dispatch Applicant in the Background Process.
- Our new patrol lateral-hire has started his field-training program.
- We currently have a patrol recruit attending the Delta Police Academy in Stockton.

Training:

- We sent an Officer to Perishable Skills Training at the Stanislaus County Sheriff's Office.

Respectfully Submitted,

Sgt. Dominic Bertalotto

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: March 17, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lagomarsino, Public Works Supervisor

SUBJECT: City of Sonora Public Works Department Monthly Report for February 2025

RECOMMENDATION:

Receive the City of Sonora Public Works Department Monthly Report for February 2025.

DISCUSSION / ANALYSIS:
For February 2025, the City of Sonora Public Works Department performed the following activities:

Streets

- Loaded and hauled a pay pile.
- Installed (MORE SHOPS) directional signs on Linoberg Street.
- Used the blower on the sidewalks in the downtown area.
- Cleaned trashcan lids on Washington Street.
- Spent a day removing roadside trash.
- Cleaned leaves from the gutter lines on several City Streets.
- Hauled several truckloads of brush from West Church Street.
- Fabricated and installed a pedestrian railing at Bradford St at Washington Street.
- Filled a sinkhole on N. Sheppard Street.
- Performed a major tree pruning project on Morningstar Drive, Linoberg Street, and Coffill Park.
- Replaced damaged street sign on Forest Road.
- Spent several days pot-holing City Streets.
- Continued with the annual weed spraying program throughout the City Streets.
- Returned numerous shopping carts to businesses abandoned on the City Streets.
- Spent several days removing leaf piles throughout the City.

Facilities

- Transferred more filing cabinets from the former City Engineers' office to the Building Department.
- Made a dump run for unwanted furniture and trash at City Hall.
- Cleared rain scuppers on the Fire Museum and City Hall.

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Parks/Landscapes/Parking Lots

- Monthly inspection of playground equipment at Rotary Park.
- Used the blower in City lots weekly.
- Removed graffiti from walls in the Farmers Market restrooms.
- Relocated benches and trash cans in Coffill Park.
- Reinforced beams on the pergola in Coffill Park.
- Made repairs to historical fencing in the Fountain Lot.

Storm Drains

- Cleaned numerous storm drains and ditches throughout the City.
- Made attempts to locate and flush a storm culvert on Elks Drive.

Cemeteries

- Daily - Checked messages at Mountain Shadow and returned calls as needed.
- Daily - Cleaned irrigation filters during irrigation season.
- Marked out plots as requested by the Funeral Home as needed.
- Set headstones as requested by the Funeral Home.
- Continued with weed spraying.

Miscellaneous

- Daily - Unlocked and serviced all public restrooms.
- Put up weekly event banners downtown.
- Collected garbage twice a week in all City parking lots, landscapes and parks.
- Monthly fleet vehicle inspections.
- Twice weekly – Ran the Street sweeper early morning on a rotating Street schedule throughout the city.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

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