CITY COUNCIL REGULAR MEETING

Monday, June 06, 2022 at 4:00 PM

94 N. Washington Street, Sonora, CA 95370
(209) 532-4541

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, June 6, 2022 at 4:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH GOVERNMENT CODE SECTION 52953(E) AND THE CITY OF SONORA CITY COUNCIL RESOLUTION NO. 05-16-2022-A.

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

Zoom Meeting Link:

https://us06web.zoom.us/j/87460555933?pwd=UFBFZ0EyR3pjcXNXZWtXVlZLQTJoQT09

Dial: (669) 900-6833

Meeting ID: 874 6055 5933

Passcode: 7dY809

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

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

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

CLOSED SESSION - 4:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section § 54956.9: One (1) Potential Case

2. CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation - Significant exposure to litigation pursuant to Gov. Code § 54956.9(d)(2): One (1) Potential Case

3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6): Agency Designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Doug White, City Attorney; Employee Organization: Sonora Employees' Association (SEA), Administrative Services Officer and City Administrator Contract.

RECONVENE INTO OPEN SESSION [City Council Chambers]

OPEN SESSION - 5:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT OUT OF CLOSED SESSION

APPROVAL OF THE AGENDA

PRESENTATIONS

4. Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

5. Introduction and Swearing in of Police Corporal Thomas Brickley.

PUBLIC COMMENT (NON-AGENDA ITEMS)

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CONSENT CALENDAR

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

6. Approval of City Council Minutes for May 2, 2022, and May 16, 2022.

7. Approval of disbursements in the amount of $170,753.63 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay and other adjustments, including retro-pay.

8. Consideration to adopt Resolution No.06-06-2022-A creating a new class description for Administrative Services Officer and update the class descriptions for Fire Engineer and Part-Time Executive Assistant/Deputy City Clerk.

9. Consider adoption of Resolution No. 06-06-2022-B Supporting the Tuolumne Utilities District's (TUD) Acquisition of Pacific Gas & Electric's (PG&E) Owned Water Rights and Related Assets

10. Consider approval of Memorandum of Understanding between Chicken Ranch Rancheria of Me-Wuk Indians of California, Tuolumne County Transportation Council, Tuolumne County, City of Sonora, and Blue Zones Project for Implementation of the Gold Rush Trail Project.

11. Consider adoption of Resolution 06-06-2022-C Supporting the City of Sonora's Active Transportation Program (ATP) Grant Project Application: Gold Rush Multi – Use Path, Phase I .

PUBLIC HEARINGS

12. Introduce by title Ordinance No. 884, amending the Zoning Map through the rezoning of Assessor's Parcel Numbers **035-180-049, 073, & 074, 035-142-023 & 024, 035-263-020, from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2)**., and waive the first reading.

UNFINISHED BUSINESS

NEW BUSINESS

13. Consider approval of an employment agreement between the City of Sonora and Melissa Eads for the position of City Administrator with a base salary of one hundred and fifty thousand dollars ($150,000) annually and for a term of five (5) years.

MONTHLY REPORTS

COMMUNICATIONS

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

ADJOURNMENT

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

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CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Melissa Eads, Interim City Administrator

SUBJECT: Supervisor David Goldemberg County Update

RECOMMENDATION

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

DISCUSSION

District 1 Supervisor Goldemberg will present an update on County-wide issues to the City Council the first meeting of each month.

FISCAL IMPACT

No fiscal impact to the General Fund.

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Introduction of Newly Promoted Police Corporal

RECOMMENDATION

Introduction and Swearing in of Police Corporal Thomas Brickley.

DISCUSSION

Thomas Brickley was born in Modesto and raised in Twain Harte. He is a graduate of Summerville High School and has local work history, including Emergency Medical Technician and Ski Patrol Section Leader. He joined our agency as a Community Service Volunteer in 2017, was selected for Police Academy sponsorship in 2018, and was sworn in as a Police Officer in 2019. Thomas assumes many roles, including Field Training Officer, Driver's Training Officer, Taser Instructor, Narcan Program Administrator, and Public Information Officer. He is the president of the Sonora Peace Officer's Association, has spent time mentoring police volunteers, and was the recipient of the 2021 Officer of the Year.

In April, we tested for the newly established Corporal position, and Thomas was officially promoted on May 14, 2022. Corporal is a junior leadership position established to expand our agency's supervisory and leadership oversight. Thomas is the first Corporal in Sonora Police Departments History.

FISCAL IMPACT

There is no fiscal impact to the General Fund as this position was previously funded.

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Tracy Skelly, Deputy City Clerk Pro Tem

SUBJECT: Meeting Minutes for May 2, 2022, and May 16, 2022

RECOMMENDATION

Approval of City Council Minutes for May 2, 2022, and May 16, 2022.

DISCUSSION

Staff recommends that the City Council approve meeting minutes for May 2, 2022, and May 16, 2022

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- 05-02-2022 Meeting Minutes
- 05-16-2022 Meeting Minutes

CITY COUNCIL REGULAR MEETING

Monday, May 02, 2022 at 4:00 PM

94 N. Washington Street, Sonora, CA 95370
(209) 532-4541

MINUTES

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, May 2, 2022 at 4:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH GOVERNMENT CODE SECTION 52953(E) AND THE CITY OF SONORA CITY COUNCIL RESOLUTION NO. 04-18-2022-A.

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Zoom Meeting Link:

https://us06web.zoom.us/j/87460555933?pwd=UFBFZ0EyR3pjcXNXZWtXVlZLQTJoQT09

Dial: (669) 900-6833

Meeting ID: 874 6055 5933

Passcode: 7dY809

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CLOSED SESSION - 4:00 PM

CALL TO ORDER

Called to order at 4:03 PM.

ROLL CALL

PRESENT
Mayor Matt Hawkins
Mayor Pro Tem Mark Plummer
Council member Ann Segerstrom
Council member Colette Such
Council member Jim Garaventa

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code 54957.6): Employee Organizations: Sonora Employees' Association (SEA); Sonora Management Employees' Association (SMEA)

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:02 PM.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Plummer led the Pledge of Allegiance.

ROLL CALL

PRESENT
Mayor Matt Hawkins
Mayor Pro Tem Mark Plummer
Council member Ann Segerstrom
Council member Colette Such
Council member Jim Garaventa

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Thursday, April 28, 2022, at 2:00 PM.

APPROVAL OF THE AGENDA

The Agenda was approved without change.

REPORT OUT OF CLOSED SESSION

Staff was given direction.

PRESENTATIONS

2. Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

   District 1 Supervisor David Goldemberg updated the Council on COVID-19 statistics, the Fire Safety Advisory Committee, the Climate Action Plan, upcoming Board of Supervisors meetings, the California State Association of Counties Legislative Session, and ATCAA.

3. Swearing in ceremony and introduction of two (2) Police Community Service Officers:

   1. Charles Shadle

   2. Rylan Matyshock

   Police Chief Turu VanderWiel presented this item to the Council and swore in Charles Shadle and Rylan Matyshock.

4. Introduction and Swearing in of Police Officer Michelle Hopper.

   Police Chief Turu VanderWiel presented this item to the Council and swore in Michelle Hopper.

5. Receive the Sonora Fire Department's Firefighter of the Year for 2021.

   Fire Chief Aimee New presented this item to the Council and awarded Brittan Gregory as Firefighter of the Year for 2021.

6. Receive the Sonora Police Department's 2021 Employee Recognitions.

   Police Chief Turu VanderWiel presented this item to the Council and awarded Officer Thomas Brickley as the Officer of the Year, Officer Danny Duffy as the Reserve Officer of the Year, Dispatcher Naomi Moran as the Civilian Employee of the Year, Chaplain Randy Ehle as the Marshall McMaster Community Service Volunteer (CSV) of the Year, and Lisa Corpus as the Ronald Billings II Explorer of the Year.

7. Receive the Sonora Employee's Association (SEA) Employee of the Year for 2021.

   Community Development Director Rachelle Kellogg presented this item to the Council and awarded Mike Lagomarsino as the Sonora Employee's Association Employee of the Year for 2021.

8. Receive a presentation from the Tuolumne County Alliance for Resources and Environment (TuCARE).

   TuCARE Chairman, Randy Hanvelt, presented this item to the Council, updating the Council on fuel breaks, and related TuCARE projects.

   TuCARE Board of Director Member, Jeff Sargo, played a video on the Washington and Paradise Fires for those in attendance.

   Councilmembers discussed.

   No public comments.

PUBLIC COMMENT (NON-AGENDA ITEMS)

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*If participating via Zoom, please raise your hand using the Raise Your Hand feature or dial *9 (*6 to unmute).*

A member of the public commented in disapproval of removing trees on Washington Street.

CONSENT CALENDAR

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Councilmembers discussed.

No public comments.

Motion made by Council member Garaventa, Seconded by Mayor Pro Tem Plummer.
Voting Yea: Mayor Hawkins, Mayor Pro Tem Plummer, Council member Segerstrom, Council member Such, Council member Garaventa.

9. Approval of City Council Minutes for January 11, 2022, January 18, 2022, February 7, 2022, and February 22, 2022.

10. Approve an agreement between the City of Sonora and the Sonora Union High School District to lease the city owned parking lot on the south side of School Street, for a term of five (5) years, for a total annual amount of ten thousand eight hundred ninety dollars ($10,890); and authorize the City Administrator to execute the agreement.

11. 1. Authorize the City Administrator to sign a Purchase Order with Pacific Displays in the amount of $50,000 for the replacement of City Christmas Decorations destroyed in the Washington fire, and authorize the subsequent budget adjustment and accompanied budget transfer; requires 4/5th vote.
    2. Authorize the budget adjustment and accompanied budget transfer in the amount of $25,000 from unrestricted fund balance to fund a sewer line replacement located at the public works facility; requires 4/5th vote.

12. Approval of disbursements in the amount of $168,699.59 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

NEW BUSINESS

13. Planning Commissioner Appointments:

    1. Consideration of the Mayor's recommendation to reappoint Bess Levine to serve as a City of Sonora Planning Commissioner for a four-year term, expiring on July 1, 2026.

2. Consideration of the Mayor's recommendation to appoint Nathan Morales to serve as a City of Sonora Planning Commissioner for a three-year term, expiring on July 1, 2025.

Community Development Director Rachelle Kellogg presented this item to the Council.

Councilmembers discussed.

No public comments.

Nathan Morales introduced themself to the Council.

Bess Levine was appointed 5-0.

Motion made by Mayor Pro Tem Plummer, Seconded by Council member Garaventa.
Voting Yea: Mayor Hawkins, Mayor Pro Tem Plummer, Council member Segerstrom, Council member Such, Council member Garaventa.

Nathan Morales was appointed 5-0.

Motion made by Mayor Pro Tem Plummer, Seconded by Council member Such.
Voting Yea: Mayor Hawkins, Mayor Pro Tem Plummer, Council member Segerstrom, Council member Such, Council member Garaventa.

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

Fire Chief Aimee New reminded the Council of National Firefighters Day.

Community Development Director Rachelle Kellogg updated the Council on the Red Church Project and addressed a previous public comment.

Councilmember Segerstrom attended a Love Tuolumne Volunteer Event, a meeting with the Chamber of Commerce, and the Home and Garden Show.

Councilmember Garaventa attended the Access Tuolumne Meeting.

Councilmember Such attended multiple Tuolumne County Commission on Homelessness Meetings and an ATCAA Meeting and updated the Council on the Project Opioid Training.

Mayor Hawkins updated the Council on an upcoming meeting with the Governor's Office.

ADJOURNMENT

Meeting adjourned at 6:32 PM.

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CITY COUNCIL REGULAR MEETING

Monday, May 16, 2022 at 4:00 PM

94 N. Washington Street, Sonora, CA 95370
(209) 532-4541

MINUTES

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, May 16, 2022 at 4:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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Dial: (669) 900-6833

Meeting ID: 874 6055 5933

Passcode: 7dY809

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

THIS MEETING WILL BE OPEN TO THE PUBLIC AND WILL BE AVAILABLE VIA ZOOM. IT WILL ALSO BE LIVE STREAMED ON THE CITY'S WEBSITE AT www.sonoraca.com.

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CLOSED SESSION - 4:00 PM

CALL TO ORDER

Called to order at 4:07 PM.

ROLL CALL

PRESENT
Mayor Matt Hawkins
Mayor Pro Tem Mark Plummer
Council member Colette Such
Council member Jim Garaventa

ABSENT
Council member Ann Segerstrom

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

Adjourned into Closed Session at 4:08 PM.

1. Threat to Public Services or Facilities (Government Code 54957(a)): Consultation with Police Chief, Turu VanderWiel.

2. Conference with Legal Counsel – Anticipated Litigation

   Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2): One Potential Case

RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:08 PM.

PLEDGE OF ALLEGIANCE

Councilmember Garaventa led the Pledge of Allegiance.

ROLL CALL

PRESENT
Mayor Matt Hawkins
Mayor Pro Tem Mark Plummer
Council member Ann Segerstrom
Council member Colette Such
Council member Jim Garaventa

REPORT OUT OF CLOSED SESSION

A report was received. The Council returned to Closed Session at the end of the meeting.

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Thursday, May 12, 2022, at 1:00 PM.

APPROVAL OF THE AGENDA

The Agenda was approved without change.

PRESENTATIONS

3. Swearing in ceremony and introduction of Police Community Service Officer, Kayla Parker.

   Police Chief Turu VanderWiel introduced and swore in Police Community Service Officer, Kayla Parker.

PUBLIC COMMENT (NON-AGENDA ITEMS)

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A member of the public representing the League of Women's Voters informed those in attendance of their presence.

A member of the public commented in support of the Council's work and made multiple traffic requests.

A member of the public informed those in attendance of the Sonora Action Sports Park activities.

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.

No public comments.

Motion made by Council member Garaventa, Seconded by Council member Such.
Voting Yea: Mayor Hawkins, Mayor Pro Tem Plummer, Council member Segerstrom, Council member Such, Council member Garaventa.

4. Approval of City Council Minutes for March 7, 2022, March 21, 2022, April 6, 2022, and April 18, 2022.

5. Adopt Resolution 05-16-2022-A authorizing remote teleconferencing meetings of the City Council and its committees and commissions for 30 days pursuant to Government Code Section 52953(e) Brown Act provisions.

6. Approval of a Letter of Support for the Historic Building Restoration Grant Program, authorizing the Mayor to sign the letter.

7. Approval of disbursements in the amount of $165,093.13 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay, and other adjustments, including retro-pay.

NEW BUSINESS

8. Adopt Resolution 05-16-2022-B establishing an electronic signature use policy.

   Deputy City Clerk Jackie Smith presented and detailed this item to the Council.

   Councilmembers discussed.

   No public comments.

   Motion made by Council member Garaventa, Seconded by Council member Segerstrom. Voting Yea: Mayor Hawkins, Mayor Pro Tem Plummer, Council member Segerstrom, Council member Such, Council member Garaventa.

MONTHLY REPORTS

9. Receive the Sonora Police Department Monthly Report for April 2022.

10. Receive the Sonora Fire Department Monthly Report for April 2022.

11. Receive the Sonora Public Works Department Report for April 2022

12. Receive the Sonora Community Development Department Report for April 2022.

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

Police Chief Turu VanderWiel informed those in attendance that it was National Peace Officer Memorial Week and shared some relevant statistics.

Administrative Services Director Chris Gorsky informed those in attendance that the fiscal proposed budget for the upcoming year would be discussed at the next City Council meeting.

Community Development Director Rachelle Kellogg updated those in attendance on the Bank of Stockton, the Sidewalk Project, the Bathroom Project, and the Farmer's Market.

Mayor Pro Tem Plummer attended a recent Local Area Formation Commission (LAFCO) Meeting and the Tuolumne Utilities District (TUD), Board of Supervisors (BOS), and City Council Joint Meeting.

Councilmember Segerstrom attended the TUD, BOS, and City Council Joint Meeting, the Tuolumne County Transportation Council (TCTC) & Vision Sonora Committee Walking Tour, a YES Partnership Meeting, and a Cal Cities speech from the Secretary of State.

Councilmember Garaventa attended a Solid Waste Committee Meeting and a Tuolumne County Transportation Council Meeting.

Councilmember Such attended a Amador Tuolumne Community Action Agency (ATCAA) Meeting, the TUD, BOS, and City Council Joint Meeting, and a Tuolumne County Commission on Homelessness Meeting.

Mayor Hawkins attended the TUD, BOS, and City Council Joint Meeting and attended the opening of the Senior Center.

Adjourned into Closed Session at 5:50 PM.

Staff was given direction.

ADJOURNMENT

Meeting adjourned at 6:14 PM.

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

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CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Disbursements in the amount of $170,753.63 for payroll

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RECOMMENDATION

Approval of disbursements in the amount of $170,753.63 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay and other adjustments, including retro-pay.

DISCUSSION

This payroll was the 1st payroll of a month, which was an expected amount.

This payroll is the 24th payroll of 26 for FY21-22, we would have expected to expend 92.31% of the budgeted amount. In total, we have expended 96.33% of the Salaries and Wages for the FY 21/22 budget.

FISCAL IMPACT

Disbursements are part of the approved FY21-22 Budget.

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Consideration to adopt Resolution No.06-06-2022-A creating a new class description for Administrative Services Officer and update the class descriptions for Fire Engineer and Part-Time Executive Assistant/Deputy City Clerk.

RECOMMENDATION

Consideration to adopt Resolution No.06-06-2022-A creating a new class description for Administrative Services Officer and update the class descriptions for Fire Engineer and Part-Time Executive Assistant/Deputy City Clerk.

DISCUSSION

In May 2022, the Deputy City Clerk position became vacant creating both the need and opportunity to review the duties assigned to this position to make sure we are operating as efficiently as possible. The City Clerk position will also become vacant in July 2022 creating the need for an Administrative Services Officer position to fulfill those duties. The position will be in a newly created Confidential Unit and negotiations of terms pending. The Fire Engineer job description needed an update to the Driver Operator portion of the job description that was not included in the original description, all changes were agreed to by the Sonora Fire Employee's Association.

FISCAL IMPACT

The impact is included in the revised FY21-22 budget and is included in the FY22-23 proposed budget.

Attachments: Resolution 06-06-2022-A
Class Descriptions

RESOLUTION No. 06-06-2022-A
A RESOLUTION OF THE SONORA CITY COUNCIL APPROVING THE CLASS DESCRIPTION FOR THE ADMINISTRATIVE SERVICES OFFICER POSITION AND UPDATE OF THE PART-TIME EXECUTIVE ASSISTANT/DEPUTY CITY CLERK AND FIRE ENGINEER CLASS DESCRIPTIONS EFFECTIVE JUNE 6, 2022

WHEREAS, The City Council recognizes the need for the position of Administrative Services Officer to support the Administration Department and City Council, and:

WHEREAS, The City Council recognized the need to update the class descriptions for Part-Time Executive Assistant/Deputy City Clerk and Fire Engineer to reflect the duties assigned to this position to make sure we are operating as efficiently as possible.

WHEREAS, the duties of the Administrative Services Officer has been developed to fill a need missing in the current staffing structure of the Sonora Administration Department; and

WHEREAS, the City Council of the City of Sonora approves the Class Description of Administrative Services Officer, Part-Time Executive Assistant/Deputy City Clerk and Fire Engineer to provide greater efficiencies and opportunities within the Sonora Administration Department and the Sonora Fire Department; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Sonora does hereby approve the class descriptions for the following positions:

Administrative Services Officer, Part-Time Executive Assistant/Deputy City Clerk and Fire Engineer

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 6th day of June 2022, by the following vote:

AYES:_____

NOES:_____

ABSTAIN:_____

ABSENT:_____

_____
Matt Hawkins, Mayor

ATTEST: _____
Deputy City Clerk, City of Sonora

JUNE 2022
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.

- 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.

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.

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:

Equivalent to a bachelor'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. 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.

~~AUGUST 2020~~JUNE 2022
FLSA: NON-EXEMPT

EXECUTIVE ASSISTANT/DEPUTY CITY CLERK (EXTRA HELP)

DEFINITION

Under the direction of the City Administrator, perform a variety of complex administrative support duties including a variety of tasks related to organization and communication. Attend City Council and various other meetings and prepare related agenda items and minutes in accordance with legal requirements of the City Clerk's Office; plan, coordinate and organize office activities and coordinate communications, meetings and information for the City Administrator and the Elected Officials of the City.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City ~~Administrator~~Clerk and/or the Administrative Services Director. Exercises no supervision of staff.

CLASS CHARACTERISTICS

This is a part-time journey level classification in the Administration Office, involving detailed duties of an administrative nature, with wide and varied scope. The main responsibility of this position is for the performance of difficult and varied clerical and public contact work in the City Administrator's Office, which is the chief executive office and focal point of the City Government. Incumbents are expected to have specific knowledge of program and functional areas of the Administrative Department and the City Council. Public agency experience highly desirable.

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.

- Perform a variety of complex administrative assistant duties to relieve the City Administrator and Elected Officials of a variety of administrative and clerical details; serve as the primary assistant to the City Administrator.
- Provide specialized administrative support to the Elected Officials of the City; attend City Council and a variety of other meetings; compile information and prepare, assemble and distribute agenda items and other materials for City Council meetings; record, transcribe and distribute minutes.
- Serve as Deputy City Clerk; attest, record, and certifies ordinances and resolutions, documents, contracts and agreements; process City Council actions in the form of resolutions, ordinances and proclamations; submit ordinances for codification purposes; maintain City Municipal Code; assist in scheduling bid openings for City projects; administer the Oath of Office and sign documents in the absence of the City Clerk; send various documents to the County for recordation; files notices of determination with the County and State clearinghouses.
- Will serve as backup to receive, screen and route phone calls; greet and assist visitors; refer callers or visitors to appropriate staff, administrator, official or department; take and relay messages; respond to requests, invitations, complaints and questions from officials, administrators, staff, outside agencies and the public, representing the City by phone or written

communication; exercise independent judgment in resolving a variety of complex issues and conflicts.

- Coordinate flow of communications, public relations and information for the City Administrator and City Council; respond to inquiries, interpret and provide detailed and technical information concerning City operations, activities, services, schedules, meetings, events, standards, requirements and related laws, codes, ordinances, resolutions, regulations, policies and procedures.
- Research, collect, analyze and prepare data and information on a variety of topics for dissemination to the public through the media, conference presentations, community meetings and City literature; assist City staff with records research, records retrieval; coordinate efforts with City departments, government agencies, County Register of Voters, commissions and vendors.
- Perform complex administrative assistance duties to assure smooth, timely and efficient office operations; relieve the City Administrator and City Council of administrative duties having citywide impact; assist other professional staff as assigned.
- Supervise the posting, distribution and tracking of notices of meetings and legal publications.
- Respond to requests for information under the Public Records Act.
- Compile information and prepare and maintain a variety of detailed and complex lists, records, spreadsheets and files related to meetings, minutes, agendas, and assigned duties; establish and maintain filing systems; duplicate, scan and bind documents and materials.
- Operate a variety of office equipment including a calculator, postage machine, copier, scanner, computer and assigned software.
- Maintain and assure proper use of the City Seal; arrange for presentations to City Council; coordinate the use of City Hall conference room and City Council chambers for use by staff of outside groups/agencies.
- Receive, sort, screen, open and route incoming correspondence and mail; prepare parcels and packages for mailing and shipment; prepare and distribute legal notices; review and determine priority of incoming mail for the City Administrator and City Council.
- Perform other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Knowledge of office management systems and procedures, including modern office practices and equipment.
- City organization, operations, policies and objectives related to the functioning of local government legislative body.
- Applicable laws, codes, regulations, policies and procedures including the Brown Act, Public Records Act, Reform Act and Government Code and the Election Code.
- Municipal legislative and administrative procedures, regulations, and legal documents.
- Record-keeping and filing techniques.
- Telephone techniques and etiquette.
- Oral and written communication skills.
- Data control procedures and data entry operations.
- Interpersonal skills using tact, patience and courtesy.
- Methods of collecting and organizing data and information.
- Business letter and report writing, editing and proofreading.
- Operation of a computer and assigned software.
- Public relations techniques.

Ability to:

- Interpret, apply and explain laws, codes, ordinances, regulations, policies and procedures.
- Organize complex material and summarize discussions and actions taken in report form.
- Compile and prepare comprehensive reports concerning a broad spectrum of subject matter.
- Compose effective correspondence independently.
- Analyze and interpret complex legal documents and administrative procedures and regulations.
- Maintain a variety of complex and confidential files and records.
- Understand and resolve complex issues, complaints or problems.
- Type or input data accurately.
- Operate a variety of office equipment including a computer and assigned software.
- Analyze situations accurately and adopt an effective course of action.
- Plan and organize work.
- Meet schedules and time lines.
- Work independently with little direction.
- Communicate effectively both orally and in writing.
- Make mathematic calculations with speed and accuracy.
- Establish and maintain cooperative and effective working relationships with others.

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:

Equivalent to ~~graduation from an accredited four-year college or university with major coursework in business administration, public administration, or a related field; and five (5)~~three (3) years of increasingly responsible secretarial or administrative assistance experience involving frequent public contact.

Licenses and Certificates:
None.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; 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 25 pounds.

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.

~~APRIL 2017~~JUNE 2022
FLSA: NON-EXEMPT

FIRE ENGINEER

DEFINITION

Under general supervision, operates and maintains firefighting apparatus and equipment; responds to fires, medical emergencies, hazardous materials incidents, rescues, and other all risk emergency and non-emergency situations; participates in all other suppression, prevention, inspection, education, and related activities to protect life and property; performs fire station maintenance; provides information and assistance to the public; and performs other duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Fire Captain and/or the Fire Chief. Exercises technical and function direction over and provides scheduling and training to part-time staff.

CLASS CHARACTERISTICS

This is the advanced-level class in the fire service series. Incumbents work under general supervision and exercise discretion and independent judgment in performing the full range of fire suppression, basic medical emergency, hazardous materials, and other all risk emergency response activities and functions. Successful performance of the work requires knowledge of and ability to drive and operate a truck, engine, and all other emergency vehicles, equipment, and apparatus and the performance of heavy physical work at potential risk to health and safety. This class is distinguished from Fire Captain in that the latter has supervisory responsibility for fire safety programs, functions, and activities.

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.

- Operates tests and maintains all fire apparatus and related fire services and medical equipment to ensure operational readiness and safety of fire personnel, including operating hydraulic pumps and aerial equipment, performing daily inspections, maintenance, training, and inventory.
- Responds to fire alarms, emergency medical calls at the basic life support level, emergency rescues, hazardous materials incidents, public service calls, or other all risk emergency incidents, which require the mitigation of circumstances that may threaten life or property, such as fire suppression, emergency medical care, and rescue of victims.
- Drives fire apparatus to emergency scene and positions and prepares equipment for use, including fire apparatus to emergencies, training, and inspections.
- Operates and oversees the use of a variety of fire apparatus, vehicles, and equipment, including operating fire pumps, calculating and monitoring hydraulic conditions, directing engine hook-up, setting controls to ensure proper water flow levels, operating aerial ladder truck, lays, connects, charges, and uses supply lines and various water appliances to control and extinguish fires; places water curtains

and performs ventilating and access maneuvers; uses foam and chemical extinguishers as required by the nature of the fire.

- Searches and rescues victims from buildings, motor vehicles, water hazards, and other locations.
- Applies medical treatment and life support techniques within the scope of an Emergency Medical Technician I (EMT); provides assistance to qualified paramedics, as directed; assists in the emergency transportation of patients.
- Contains, isolates, and minimizes hazardous materials spills.
- Works closely with other emergency medical staff, police, and public safety and fire personnel from other agencies; responds to mutual aid situations as required.
- Performs daily checks of equipment to ensure all equipment is in good working order, including inspecting all aerial apparatuses, tools, and other related equipment to ensure their efficient operation and readiness for any emergency response situation; keeps complete and accurate inspection records and apparatus usage log as required; inspects all emergency medical equipment.
- Performs fire safety inspections on a variety of businesses and multi-family residences, and participates in a variety of public awareness activities to promote good public relations and fire safety awareness, including providing tours of fire facilities and giving presentations at local schools as requested.
- Makes verbal and written analyses of activities involved in any emergency fire situation.
- Performs and conducts all necessary training activities as assigned and in accordance with readiness and preparation for firefighting activities, including training in fire suppression, fire pump operation, aerial apparatus operation, emergency medical training, hazardous materials, vehicle extrication, technical rescues, equipment use and maintenance, and other related functions.
- Performs physical fitness training to maintain physical abilities necessary for firefighting.
- Provides instruction to other fire personnel on topics related to fire apparatus maintenance, use, and other related topics.
- Maintains station and personal living areas in a clean and orderly manner; maintains surrounding grounds to ensure a safe and pleasant environment for fire personnel and the general public.
- Serves within a command structure, requiring adherence to officers' orders in life threatening situations.
- Performs collateral duties related to one or more departmental programs, such as fire hydrants, wild land training coordination, emergency management services, mapping, hose testing, monthly reports, legal compliance, etc.
- May act as a Fire Captain.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Practices and techniques of driving varied vehicles and operating, and maintaining a wide range of fire equipment and apparatus, including related fire hydraulics.
- Principles and practices of fire suppression, containment, rescue, clean-up, and salvage.
- Principles and practices of providing emergency medical care at the EMT I level.
- Practices and techniques of hazardous materials response, containment and clean-up.
- Geography of the City, including locations of streets, hydrants, sprinkler and standpipe hookups, and alarm panels.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Safety practices and equipment related to the work.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Operate vehicles, equipment and apparatus safely and in conformance with department procedures and traffic laws.
- Perform fire suppression and associated rescue and salvage work in a safe and effective manner.
- Apply the mechanics of fire fighting and emergency medical care at an EMT I level.
- Deal with hazardous materials incidents in conformance with department procedures.
- Make sound, independent decisions in emergency situations.
- Establish and maintain a variety of manual and computerized record-keeping and project management systems.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and software programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- 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:

Equivalent to the completion of the twelfth (12^{th}) grade and two (2) years of full-time municipal fire suppression experience, or four (4) years of part-time or volunteer fire-fighting experience, or two (2) years full-time experience in a qualifying Intern Program, and completion of a qualifying task book. Some college-level coursework in fire technology or a related field is desirable.

Licenses and Certifications:

- Must possess a minimum valid California Class C Driver's License with Firefighter endorsement and have a responsible driving record. If applying from out of state, must possess a valid driver's license, the equivalent of Driver Operator 1A certification and have 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.
- Possession of Driver Operator 1A and 1B Certificate
- Possession of a State of California Emergency Medical Technician I Certificate, including a current AED/CPR certification.
- Possession of a State of California Firefighter I Certificate.
- Federal Emergency Management Association's National Incident Management System (NIMS) IS700 and National Response Framework (NFR) IS800, ICS 100 and 200 courses.
- Possession of the Confined Space Rescue Operations and or Technician certification is desirable.
- Candidate Physical Ability Test (CPAT) valid 6 months from time of interview. (Not applicable for internal candidates.)

PHYSICAL DEMANDS

Must possess mobility, physical strength and stamina to respond to 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; 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 and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned apparatus and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials, objects, and individuals necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed 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 public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Employees are required to work 24-hour shifts, as scheduled by the department.

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Consideration to approve Resolution No. 06-06-2022-B Supporting the Tuolumne Utilities District's (TUD) Acquisition of Pacific Gas & Electric's (PG&E) Owned Water Rights and Related Assets

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RECOMMENDATION

Consideration to approve Resolution No. 06-06-2022-B Supporting the Tuolumne Utilities District's (TUD) Acquisition of Pacific Gas & Electric's (PG&E) Owned Water Rights and Related Assets

BACKGROUND

The health, safety, economy, and way of living in our county is dependent upon a secure, reliable and adequate water supply. Tuolumne County has zero water rights presently and has struggled with a dependable water supply for years. Pacific Gas & Electric's (PG&E) and Tuolumne Utilities District's (TUD) have entered into exclusive negotiations for the transfer of ownership of valuable senior water rights, Pinecrest Lake and Lyons Reservoir, the Tuolumne Main Canal, and Phoenix hydropower facilities from Pacific Gas & Electric's (PG&E) to Tuolumne Utilities District's (TUD). The ownership of these rights will increase certainty, improve water security, and keep management of the region's water under control of the locally-elected Tuolumne Utilities District's (TUD) Board of Directors who will be more responsive to our local and regional water needs.

DISCUSSION

Staff recommends consideration of Resolution No. 06-06-2022-B Supporting the Tuolumne Utilities District's (TUD) Acquisition of Pacific Gas & Electric's (PG&E) Owned Water Rights and Related Assets.

FISCAL IMPACT

No fiscal impact to the General Fund.

RESOLUTION 06-06-2022-B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA SUPPORTING THE TUOLUMNE UTILITIES DISTRICT'S ACQUISITION OF PG&E'S OWNED WATER RIGHTS AND RELATED ASSETS

WHEREAS, the health, safety, economy and way of living in our entire county is dependent upon a secure, reliable and adequate water supply; and

WHEREAS, Tuolumne County has zero water rights presently and has struggled with a dependable water supply for years; and

WHEREAS, PG&E owns water rights, Pinecrest Lake and Lyons Reservoir, the Tuolumne Main Canal, and Phoenix hydropower facilities on the Stanislaus River in Tuolumne County, which is the primary water supply for the majority of Tuolumne County; and

WHEREAS, PG&E has stated its intent to divest itself of these water supply assets in Tuolumne County, leaving Tuolumne Utilities District (TUD), the county and all of its communities including the City of Sonora at risk should an outside agency or entity acquire these critical facilities and rights; and

WHEREAS, PG&E and TUD have entered into exclusive negotiations for the transfer of ownership of valuable senior water rights, Pinecrest Lake and Lyons Reservoir, the Tuolumne Main Canal, and Phoenix hydropower facilities from PG&E to TUD; and

WHEREAS, Local ownership of these rights will increase certainty, improve water security, and keep management of the region's water under control of the locally-elected (TUD) Board of Directors who will be more responsive to our local and regional water needs than any outside entity; and

WHEREAS, With the ever-increasing wildfire threat, the acquisition of this water supply by a local public agency will improve our collective ability to safeguard the region; and

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approve Resolution 06-06-2022-B in support of Tuolumne Utilities District's acquisition of PG&E's owned water rights and related assets.

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 **June 6, 2022**, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

_____

Matt Hawkins

Mayor of the City of Sonora

ATTEST: _____

Tracy L. Skelly

Deputy City Clerk

CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Memorandum of Understanding between Chicken Ranch Rancheria of Me-Wuk Indians of California, Tuolumne County Transportation Council, Tuolumne County, City of Sonora, and Blue Zones Project for Implementation of the Gold Rush Trail Project

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RECOMMENDATION

Consider approval of Memorandum of Understanding between Chicken Ranch Rancheria of Me-Wuk Indians of California, Tuolumne County Transportation Council, Tuolumne County, City of Sonora, and Blue Zones Project for Implementation of the Gold Rush Trail Project.

BACKGROUND

The State Route 49 (SR 49) Congested Corridor Plan and the SR 49 Complete Streets Plans both engaged in extensive public outreach as part of their process. Following that outreach, both plans pointed to the need for a pedestrian and cyclist pathway, separate from the highway, that would connect the communities of Jamestown, Sonora, and Columbia to each other for those choosing to travel without cars.

Subsequent to the completion of both plans, SR 49 Corridor Improvements have been prioritized by the County Board of Supervisors, Tuolumne County Transportation Council (TCTC), and the Regional Transportation Plan. In February of 2022, TCTC brought before the board an application for a State Sponsored Non-SHOPP PID (awaiting feedback) for the Gold Rush Shared Use Path Project.

The Gold Rush Shared Use Path Project, as presented, will create a Class I shared use path continuously connecting the communities of Jamestown, Sonora, and Columbia. With these three communities connected, the project will address community needs by enhancing access to critical services aimed at giving people the tools and support needed to overcome their situations. Following the presentation, and a feature in local news, the Chicken Ranch Rancheria of Me-Wuk Indians of California reached out to us with a funding opportunity through California's Strategic Growth Council and the to connect their new, expanded casino to the Gold Rush Shared Use Path. They hoped to connect to the Gold Rush Path via Sierra Rock Road and by pathing adjacent to the

Sierra Railroad. TCTC was happy to collaborate, and the Tribe began the process of drafting a Memorandum of Understanding (MOU), as part of their funding application, between the Chicken Ranch Rancheria of Me-Wuk Indians of California, TCTC, Tuolumne County, the City of Sonora, and Blue Zones Project – Tuolumne County.

The deadline for the Strategic Growth Council's Transformative Climate Communities Program is July 1st. The MOU should be completed well before that time.

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- Gold Rush Shared Use Path Map Including Chicken Ranch Casino Connection
- Draft MOU – Placeholder

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA, THE COUNTY OF TUOLUMNE, THE TUOLUMNE COUNTY TRANSPORTATION COUNCIL, THE CITY OF SONORA, AND BLUE ZONES, LLC
FOR
THE GOLD RUSH SHARED USE PATH

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of _____, 20___, by and between the Chicken Ranch Rancheria of Me-Wuk Indians of California ("Tribe"), the County of Tuolumne, ("County"), the Tuolumne County Transportation Council, ("TCTC"), the City of Sonora, ("Sonora"), and Blue Zones, LLC, ("Blue Zones") (collectively, "the Parties").

WITNESSETH:

WHEREAS, The Chicken Ranch Rancheria (the "Tribe") is a sovereign nation that has lived on their own land thousands of years, the Tribe's original reservation, as established on October 24, 1908, consisted of roughly 40 acres below the town of Jamestown. In 1958, the U.S. Congress passed the California Rancheria Act, which terminated federally recognized status of 41 rancherias within the state, including the Chicken Ranch Rancheria. In 1979, 17 rancherias united to file a class action suit to restore their reservation status (Hardwick v. United States). In 1983 the rancherias won and were able to begin the process of restoring their Federally recognized status as tribes; and

WHEREAS, In 1985, Chicken Ranch Rancheria formally regained their Federally recognized status, once established the Tribe enacted a new constitution that elected a five-member Tribal Council to uphold its mission and promote the general welfare of its people. To establish equality and justice for the Tribe, to restore and preserve Tribal traditions, customs, language, and ancestral rights, to secure power to exercise inherent rights of self-governance for the Tribe and their descendants; and

WHEREAS, The Tribal Council is delegated with the authority and responsibility to exercise by resolution or enactment of Tribal law all the inherent sovereign powers vested in the Tribe as a Sovereign Nation, including negotiating, and contracting with federal, state, tribal, and local governments, private agencies, and consultants pursuant to Article V. Section 6 in the Tribe's constitution; and

WHEREAS, Blue Zones, Tuolumne County Transportation Council ("TCTC"), City of Sonora ("Sonora") and Tuolumne County ("the County") represent different agencies, organizations, and local governments within Tuolumne County. Blue Zones is a consultancy through Adventist Health, striving to help Tuolumne County have access to healthier choices through thoughtful planning. TCTC is the Transportation Council responsible for developing transportation improvements that reflect the needs, concerns, and actions of all the agencies and tribal governments in Tuolumne County region, while contributing to the region's mobility needs,

economic health and environmental quality. City of Sonora is the county seat of Tuolumne County, California, it is the only incorporated city within Tuolumne County and has a population of 5,523 according to 2020 Census. Tuolumne County is the local government body for all communities in un-incorporated Tuolumne County, representing a population of 55,620.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. **PURPOSE**

   The purpose of this MOU is to establish the mutual understandings of the Parties with respect to joint efforts towards coordination, collaboration, and communication to plan the Gold Rush Shared Use Path.

   The Parties recognize the need for this MOU to formalize the Parties' commitment to collaborate on the planning for the Gold Rush Shared Use Path.

   This MOU is not intended, nor will it be so interpreted to be a waiver of sovereign immunity of the Tribe, their employees, officials, and agents. All parties reserve the right to develop future MOUs with each other as the collaboration develops.

2. **TERM**

   This MOU shall become effective as of the date first written above and continue until revised or revoked by the signatory parties.

3. **MUTUAL INTERESTS AND BENEFITS**

   Building upon shared interests and values regarding improved health, increased safety, boosted equity, upgraded access, and planning for the future health of Tuolumne County, the Parties wish to enter into an agreement to guide their collaboration about planning the Gold Rush Shared Use Path as described in Exhibit A.

   The Parties share a common interest in:

   1. Creating continuous connection for cyclists and pedestrians between Jamestown, Sonora, and Columbia.

   2. Increasing improved access to employment centers, job training, and higher education at Columbia college for disadvantaged communities in Sonora and Jamestown.

   3. Transform our disadvantaged communities by increasing improved access to healthcare

   4. Transform our disadvantaged communities most impacted by pollution by developing and implementing green infrastructure, i.e., increasing bicycle and pedestrian facilities.

5. Improve environment by reducing greenhouse gas emissions through increased non-motorized travel in Tuolumne County.

6. Improve health and wellness of Tuolumne County, Sonora, and Tribal Residents by increased access to nature and parks, farmers' markets and healthy movement like walking and biking.

7. Social Equity: the area outlined for the Gold Rush Path contains historically undeserved communities. Without safe pedestrian/bicycle facilities, low-income residents are disproportionately impacted by high cost of automobile ownership and high pollution, this project will increase improved access to public transit and encourage non-motorized travel.

Parties do not seek to commoditize or commercialize the cultural heritage of the Tribe.

Parties seek to create agreed upon, internal technical framework and protocols for implementing the planning of the Gold Rush Shared Use Path and work together in good faith in pursuit of this goal.

4. TERMINATION

This MOU may be terminated by any party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT

No party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

6. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

7. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations and any subsequent reporting requirements as directed by the State in relation to this MOU.

8. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of

Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

9. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

10. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between separate and independent entities and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association. No party shall have any right to bind or obligate any other party in any way nor shall it represent that it has any right to do so without that party's specific, prior written consent. This is a non-exclusive agreement and preserves the rights of each party to work independently or with other organizations.

11. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

12. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

13. NOTICE

Any and all notices, reports or other communications to be given to the Parties shall be given to the persons representing the respective parties at the following addresses:

TRIBE:
[INSERT CONTACT INFO]

COUNTY:
[INSERT CONTACT INFO]
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-_____

TCTC:
[INSERT CONTACT INFO]

SONORA:
[INSERT CONTACT INFO]
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-_____

BLUE ZONES:
[INSERT CONTACT INFO]

COUNTY:
[INSERT CONTACT INFO]
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-_____

14. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

15. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by all parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control. Nothing in this MOU subjects or limits the tribal sovereignty of the Tribe. Tribal Sovereignty is the inherent right and authority of the Tribe to exercise self-government, define its membership, manage its property, and regulate its business and domestic relations.

16. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

18. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

19. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

20. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

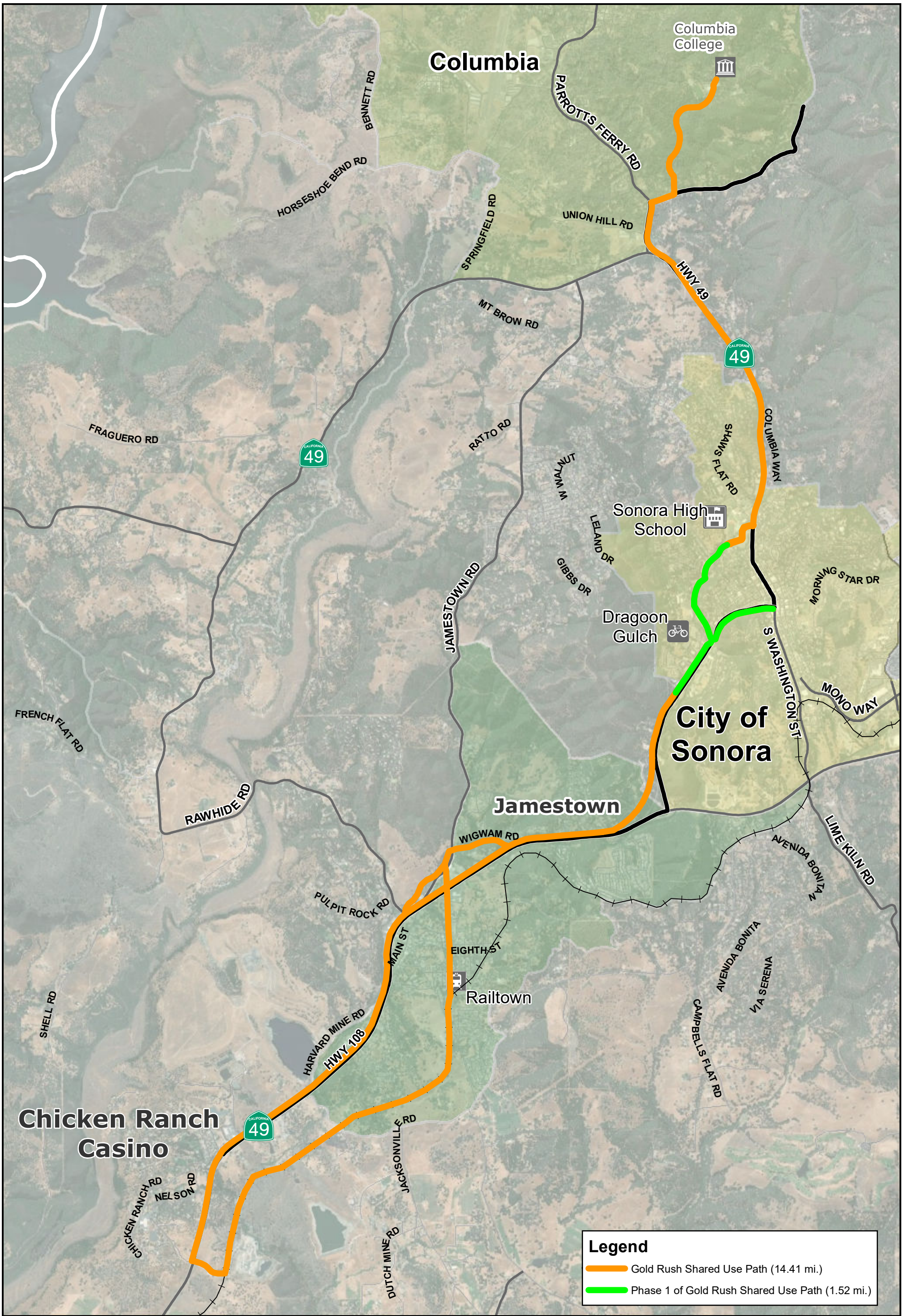
22. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY:	**[INSERT AGENCY NAME]:**
Tracie Riggs, County Administrative Officer	[INSERT NAME], [INSERT TITLE]
[INSERT DEPARTMENT HEAD NAME], [INSERT TITLE]	
APPROVED AS TO LEGAL FORM: [INSERT NAME], County Counsel	

DRAFT



GOLD RUSH SHARED USE PATH
SR 49 JAMESTOWN TO COLUMBIA COORIDOR
SONORA, CA
MAY 2022

TUOLUMNE COUNTY MULTI-MODAL CORRIDOR PLAN

NORTH

0 0.5 1
MILES

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CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2022

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Adopt Resolution 06-06-2022-C Supporting the City of Sonora's Active Transportation Program (ATP) Grant Project Application: Gold Rush Multi – Use Path, Phase I.

RECOMMENDATION

Adopt Resolution 06-06-2022-c Supporting the City of Sonora's Active Transportation Program (ATP) Grant Project Application: Gold Rush Multi – Use Path, Phase I .

BACKGROUND

The Active Transportation Program (ATP) is a competitive statewide program created to encourage increased use of active modes of transportation, such as biking and walking. Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) created the ATP, and Senate Bill 1 (SB 1) (Chapter 2031, statutes of 2017) directs additional funding from the Road Maintenance and Rehabilitation Account to the ATP.

The California Transportation Commission call for Cycle 6 2023 Active Transportation Program (ATP) projects, released on March 16, 2022, following the adoption of the 2023 ATP Guidelines. All applications are due by electronic submission by June 15, 2022.

The City of Sonora reached out to Tuolumne County Transportation Council (TCTC) regarding possible collaboration on an ATP Application for what was, previously, called the Dragoon Gulch Connector Trail. Following conversation, the project was re-named the Gold Rush Shared Use Path, Phase I. The application is to construct a number of improvements along Stockton Street / SR 49 starting at Ponderosa, past the Motherlode Fairgrounds, and up to Washington street as well as from Stockton Street up through Dragoon Gulch to connect near Sonora High School. The planned improvements include sidewalks (Shared Use Path) with colored and recycled concrete, landscaping, lighting, and safety improvements on crosswalks.

DISCUSSION

Staff recommends the board to adopt a Resolution of Support for the City of Sonora's Active Transportation (ATP) Grant Project Application: Gold Rush Multi – Use Path, Phase I.

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- Resolution
- Gold Rush Shared Use Path Map Including Chicken Ranch Casino Connector
- City of Sonora Cycle 6 ATP Application Graphics - PLACEHOLDER

RESOLUTION 06-06-2022-C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA SUPPORING THE CITY OF SONORA'S ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT PROJECT APPLICATION: GOLD RUSH MULTI – USE PATH, PHASE 1

WHEREAS, The Active Transportation Program (ATP) is a competitive statewide program created to encourage increased use of active modes of transportation, such as biking and walking.

WHEREAS, Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) created the ATP, and Senate Bill 1 (SB 1) (Chapter 2031, statutes of 2017) directs additional funding from the Road Maintenance and Rehabilitation Account to the ATP.

WHEREAS, The California Transportation Commission call for Cycle 6 2023 Active Transportation Program (ATP) projects, released on March 16, 2022, following the adoption of the 2023 ATP Guidelines. All applications are due by electronic submission by June 15, 2022.

WHEREAS, The City of Sonora reached out to Tuolumne County Transportation Council (TCTC) regarding possible collaboration on an ATP Application for what was, previously, called the Dragoon Gulch Connector Trail. Following conversation, the project was re-named the Gold Rush Shared Use Path, Phase I.

WHEREAS, The application is to construct a number of improvements along Stockton Street / SR 49 starting at Ponderosa, past the Motherlode Fairgrounds, and up to Washington street as well as from Stockton Street up through Dragoon Gulch to connect near Sonora High School.

WHEREAS, The planned improvements include sidewalks (Shared Use Path) with colored and recycled concrete, landscaping, lighting, and safety improvements on crosswalks.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approve Resolution 06-06-2022-C, supporting the City of Sonora's Active Transportation Program (ATP) Grant Project Application: Gold Rush Multi-Use Path, Phase 1.

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 **June 6, 2022**, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

_____

Matt Hawkins

Mayor of the City of Sonora

ATTEST: _____

Tracy Skelly

Deputy City Clerk

No. 686-22

Resolution of the
Tuolumne County Transportation Council

Supporting the City of Sonora's Active Transportation Program (ATP) Grant Project Application: Gold Rush Shared – Use Path, Phase I

Whereas, The California Transportation Commission released a call for Cycle 6 2023 Active Transportation Program (ATP) projects on March 16, 2022; and

Whereas, The City of Sonora asked for collaboration from the Tuolumne County Transportation Council on their Cycle 6 2023 ATP Application; and

Whereas, The City of Sonora's application is for the Gold Rush Shared Use Path, Phase I; and

Whereas, The project aligns with the Regional Transportation Plan, State Route 49 Congested Corridor Plan, and State Route 49 Complete Streets Plan; and

Whereas, Tuolumne County Transportation Council believes the project will have a substantial, positive impact on the Region; and

Now, therefore, be it resolved that the Tuolumne County Transportation Council does hereby support the City of Sonora's Cycle 6 2023 ATP Application.

Passed and Adopted by the Tuolumne County Transportation Council, the Regional Transportation Planning Agency for the Tuolumne County Region, State of California, at a regular meeting of the TCTC held on the 8th day of June 2022, by the following vote:

Ayes:

Noes:

Absent:

Attest:

Peter Rei, Chair

Darin Grossi, Executive Director

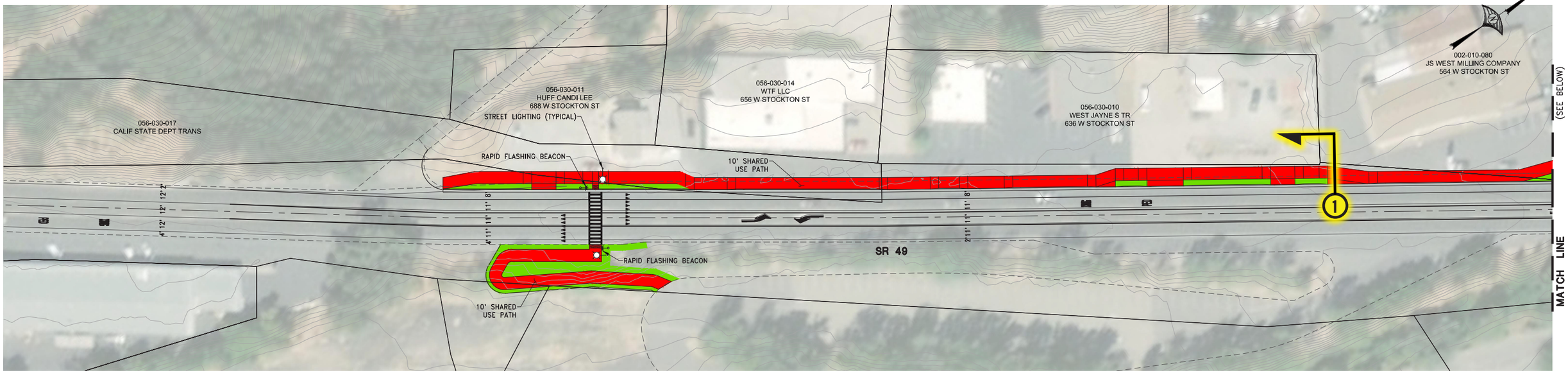
DRAGOON GULCH TRAIL CONNECTION CONCEPTUAL LAYOUT - SHEET 1 OF 3

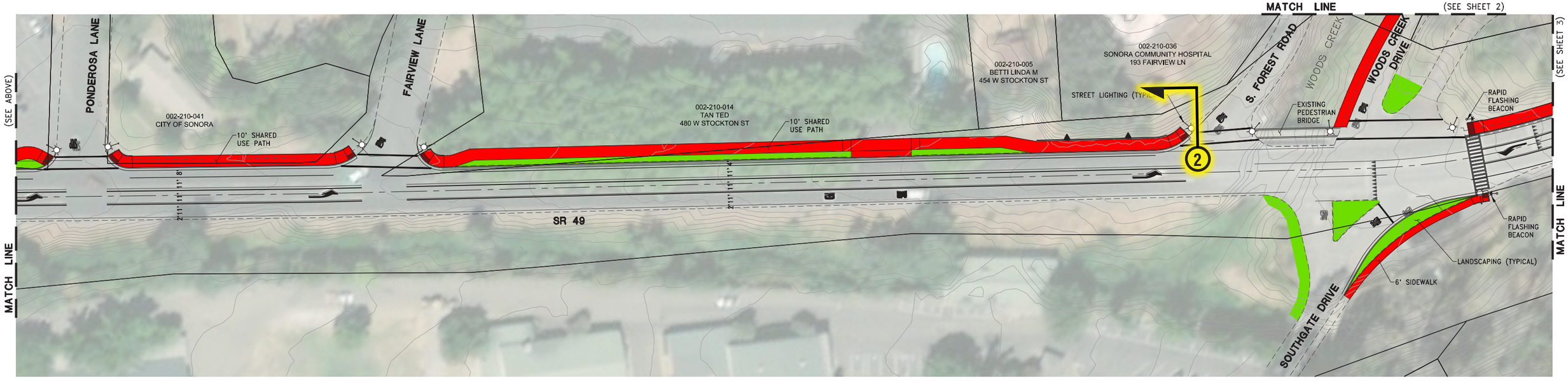
GOLD RUSH MULTI-USE PATH PHASE I

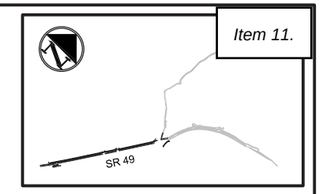
TUOLUMNE COUNTY TRANSPORTATION COUNCIL

CITY OF SONORA CALIFORNIA

MAY 2022







KEY MAP

40' 20' 0 40'

SCALE: 1" = 40'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

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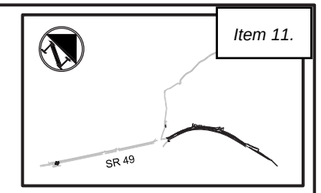
CONCEPTUAL LAYOUT - SHEET 2 OF 3

GOLD RUSH MULTI-USE PATH PHASE I

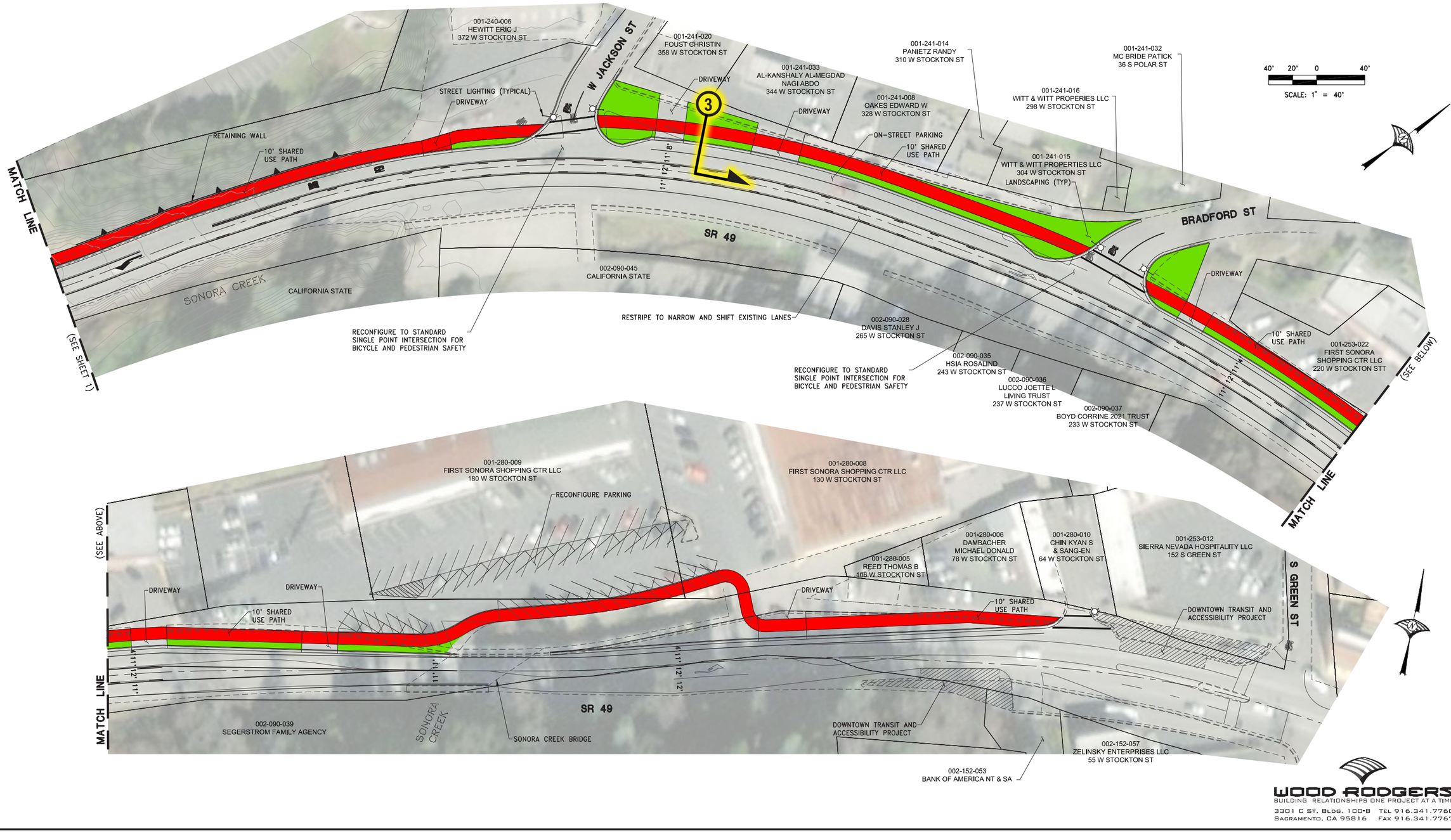
TUOLUMNE COUNTY TRANSPORTATION COUNCIL

CITY OF SONORA CALIFORNIA

MAY 2022



KEY MAP



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

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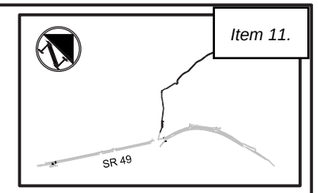
DRAGOON GULCH TRAIL CONNECTION CONCEPTUAL LAYOUT - SHEET 3 OF 3

GOLD RUSH MULTI-USE PATH PHASE I

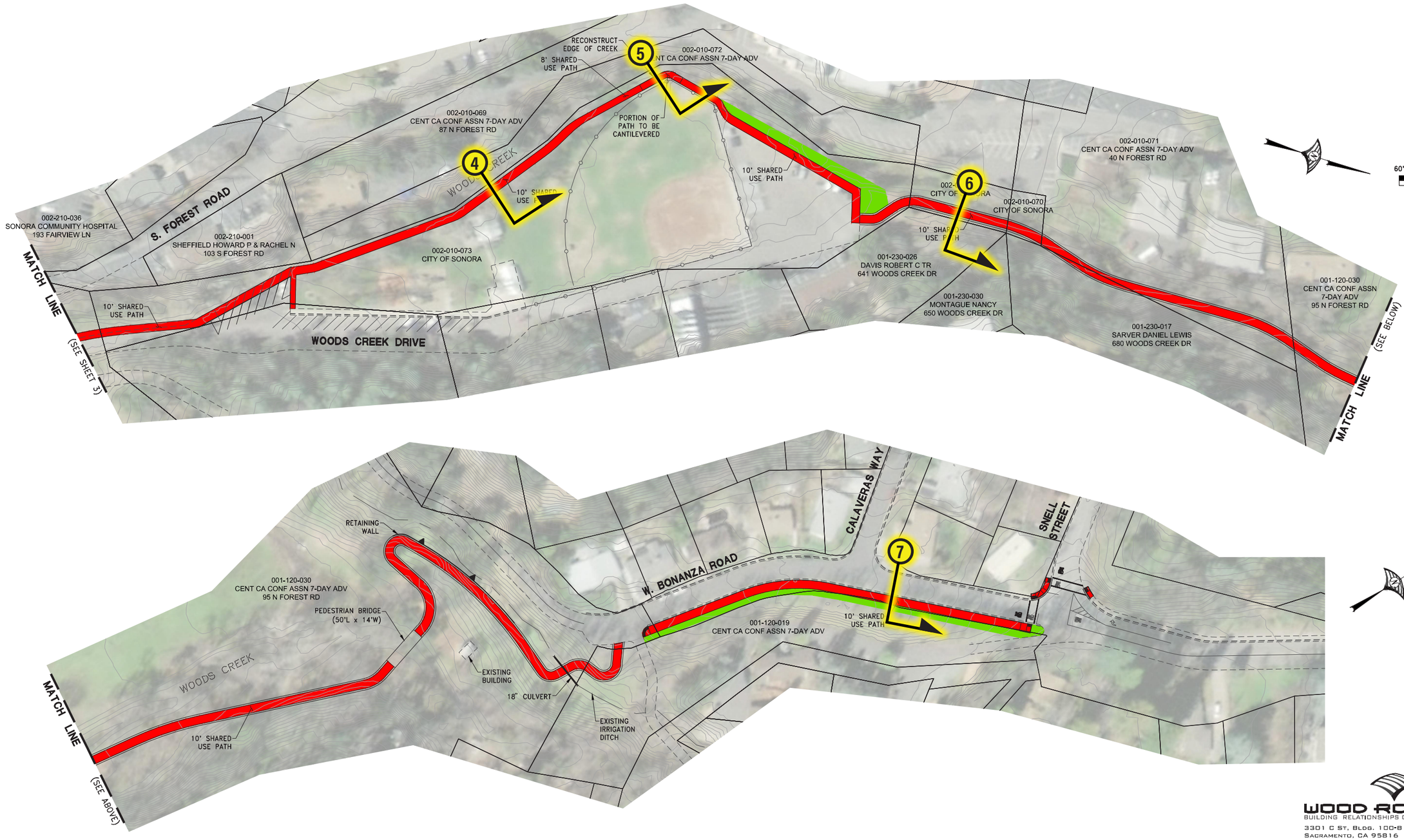
TUOLUMNE COUNTY TRANSPORTATION COUNCIL

CITY OF SONORA CALIFORNIA

MAY 2022



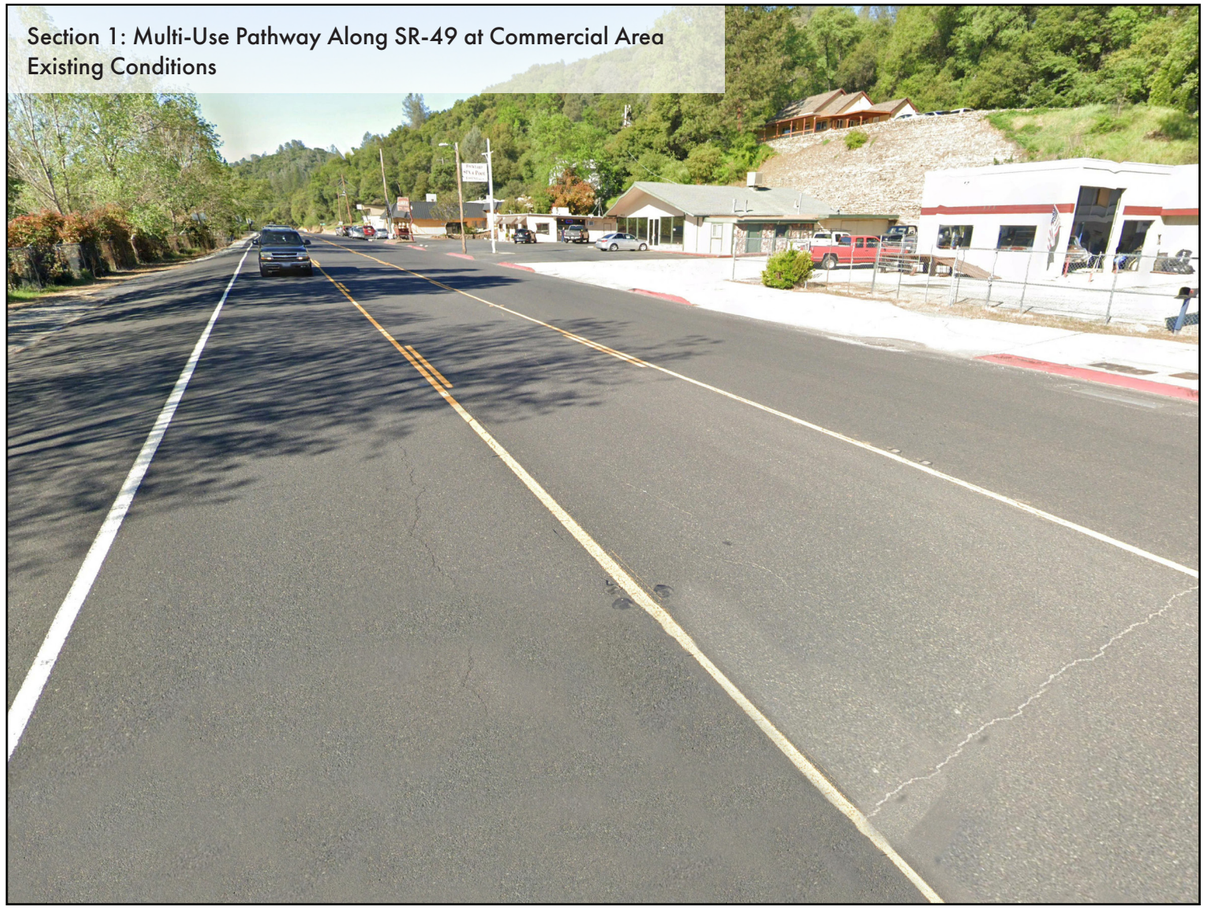
KEY MAP



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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Sacramento, CA 95816 Fax 916.341.7767

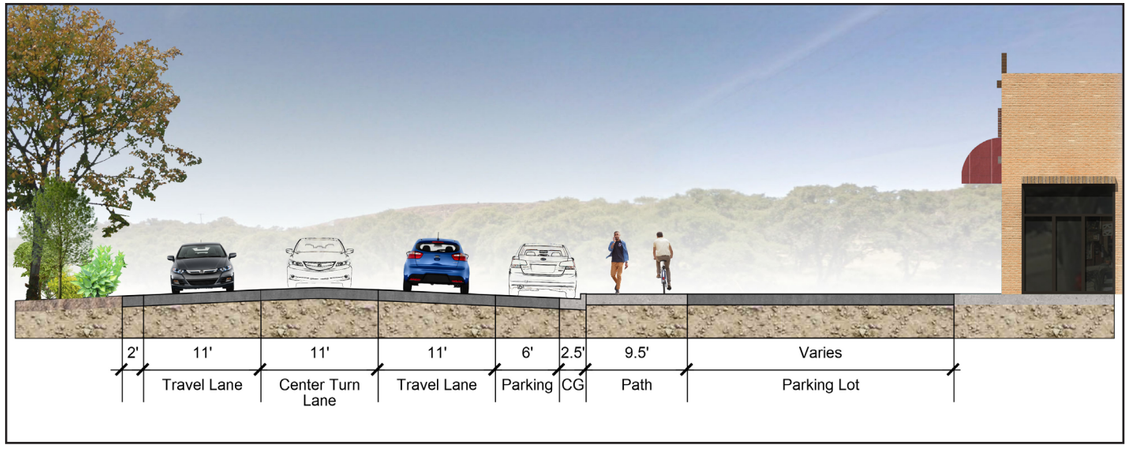
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Section 1: Multi-Use Pathway Along SR-49 at Commercial Area
Existing Conditions



Proposed Improvements



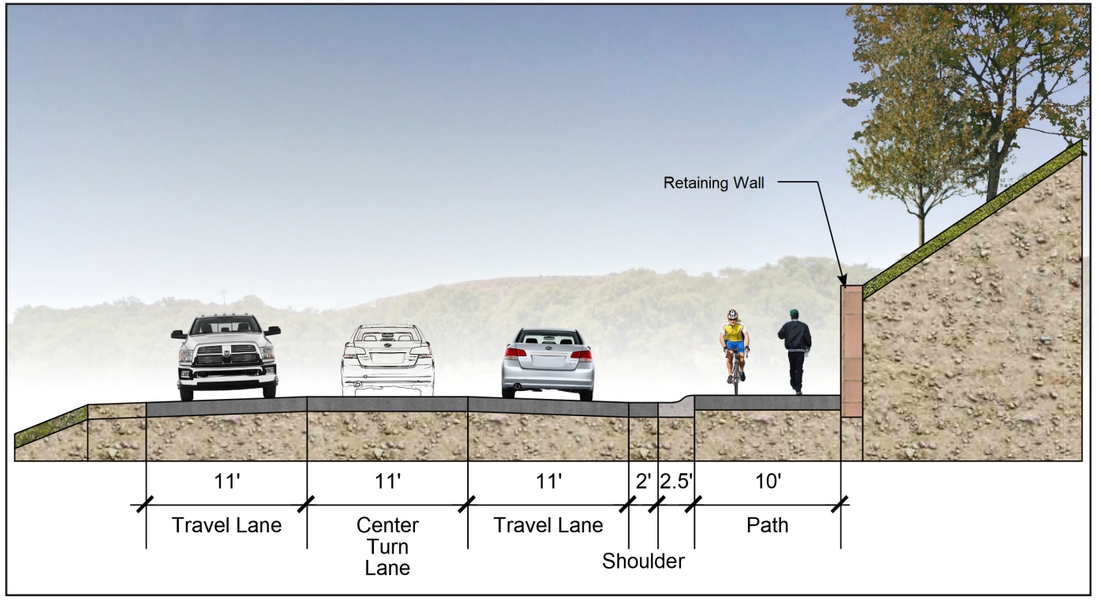


Section 2: Multi-Use Pathway at SR-49 and S Forest Road
Existing Conditions



Proposed Improvements



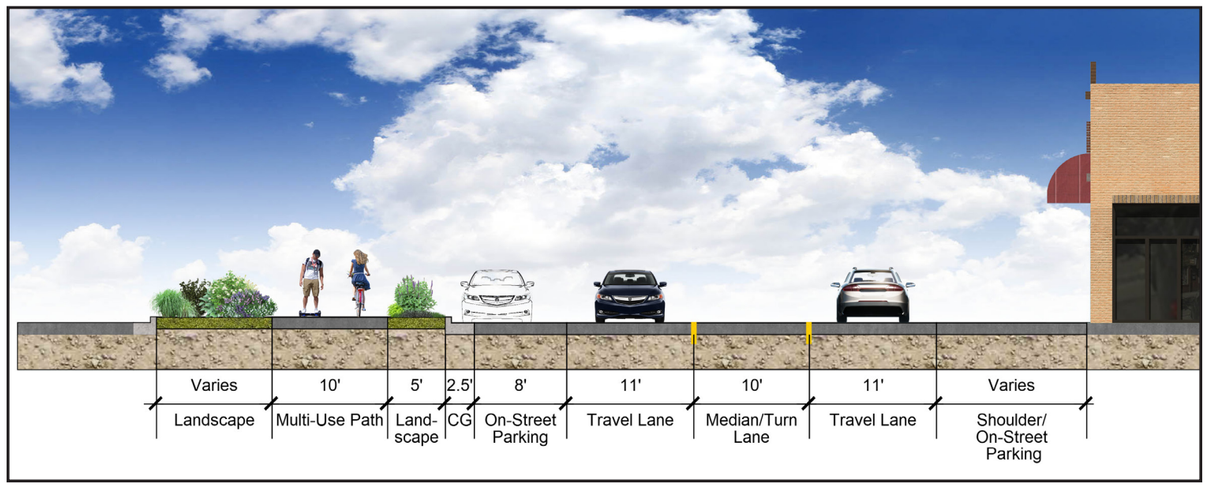


Section 3: Multi-Use Pathway between W Jackson St and Bradford St
Existing Conditions



Proposed Improvements



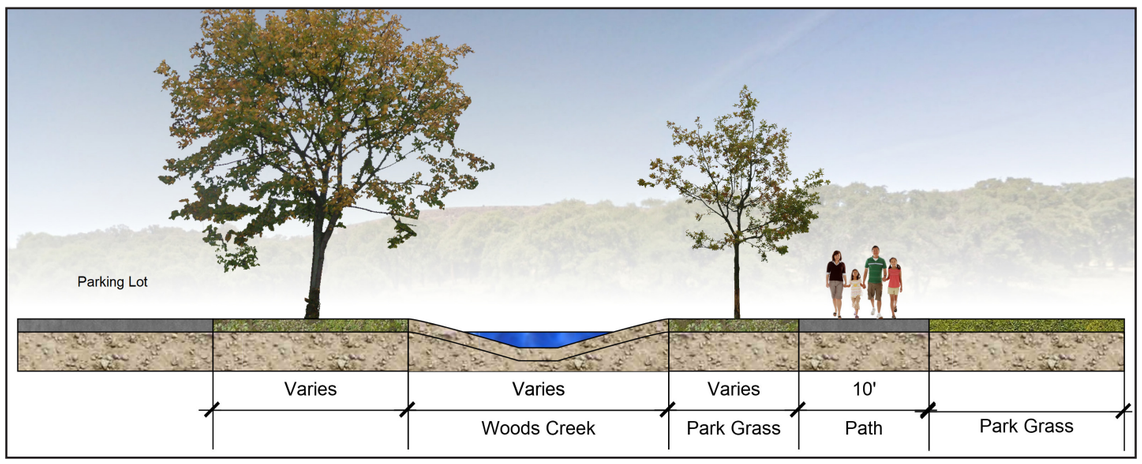


Sections 4 & 5: Multi-Use Pathway at Woods Creek Park
Existing Conditions

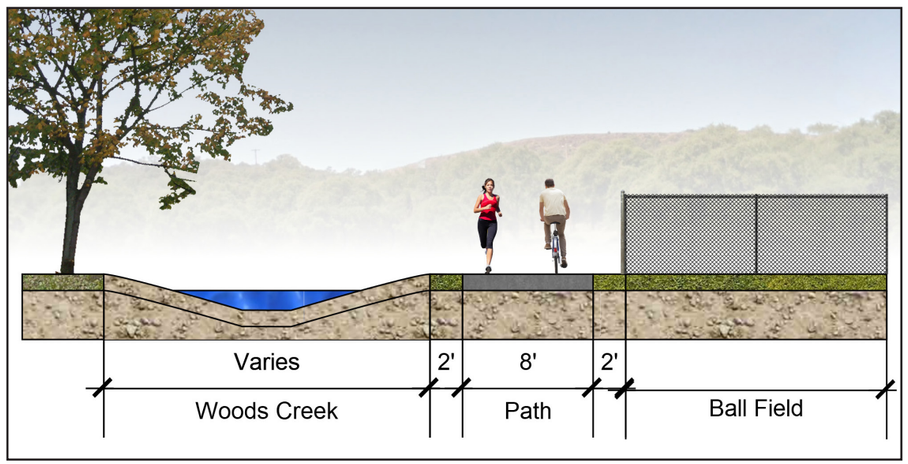


Proposed Improvements





Section 4: 10-Foot Wide Section



Section 5: 8-Foot Wide Section

Section 6: Multi-Use Pathway Along Woods Creek
Existing Conditions



Proposed Improvements



Section 7: Multi-Use Pathway at W Bonanza Rd
Existing Conditions



Proposed Improvements



CITY COUNCIL AGENDA REPORT

MEETING DATE: June 6, 2020

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Ordinance 884– Zoning Map Amendment

RECOMMENDATION

Introduce by title Ordinance No. 884, amending the Zoning Map through the rezoning of Assessor's Parcel Numbers 035-180-049, 073, & 074, 035-142-023 & 024, 035-263-020, from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2)., and waive the first reading.

DISCUSSION

The city received an application from Steven Schroeder requesting approval of a tentative parcel map subdividing a 4.5-acre property (APN 035-180-049). The size of the 4 resultant parcels range from 0.4 to 0.8 acres with a 1.5-acre remainder. The applicant also requested approval of a rezone, changing the zoning from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2) to bring the property consistent with the current General Plan Land Use Designation of Medium Density Residential (MDR). Due to other properties within the surrounding area also lacking consistency with this General Plan Land Use Designation, staff is recommending an additional five (5) properties be included as a City initiated rezone.

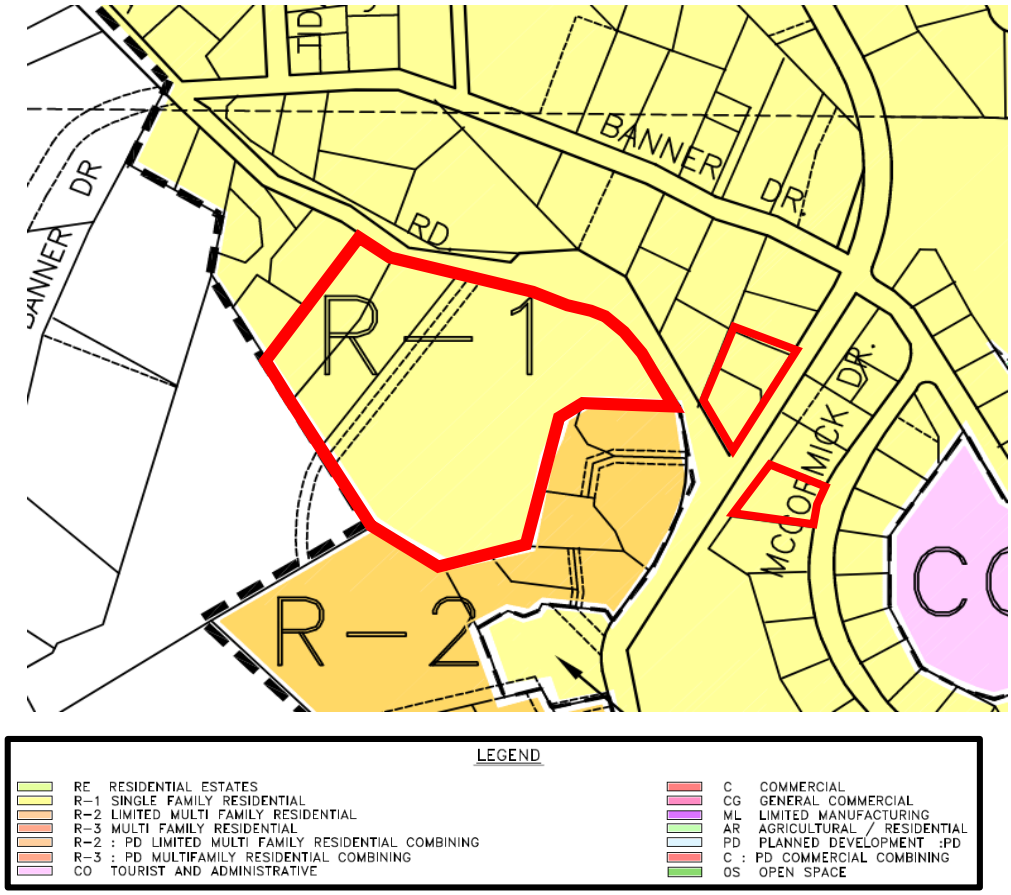
Letters were sent to all of the property owners informing them of the situation and of the proposed rezone. Those that contacted staff with questions were in agreement with the proposed rezoning of their property.

ADDRESS/ASSESSOR PARCEL NUMBER/OWNER/APPLICANT:

ADDRESS	APN #	Owner	Applicant
Vacant	035-180-049	Steven Schroeder	Steven Schroeder
Vacant	035-180-074	Robert Davis	City of Sonora
212 Saratoga Road	035-180-073	Claudette de Carbonel	City of Sonora
974 Saratoga Road	035-142-024	Kathleen and Edward Brandi	City of Sonora
971 Shaws Flat Road	035-263-020	Johnathan and Miaoling Ma	City of Sonora
1012 Shaws Flat Road	035-142-023	Kathleen and Edward Brandi	City of Sonora

The project includes the rezoning of six (6) parcels from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2). Two (2) of the six (6) parcels are vacant and four (4) are developed with single family homes, which are allowed by right within the R-2 zoning district. The parcels being created under the tentative parcel map will also be zoned R-2.

Zoning Map



At their May 9, 2022 Planning Commission Meeting, Commissioners reviewed the proposed parcel map and zoning changes for the identified parcels. The tentative parcel map was approved subject to approval of the proposed rezoning the (R-2) by the City Council. The Planning Commission also approved Resolution No. 5-9-2022-A recommending to the Sonora City Council approval of an ordinance as described within the attached Resolution and included within Ordinance No. 884.

CEQA DETERMINATION:

The rezones are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15153(a) – Use of an EIR from an earlier project.

FISCAL IMPACT

None

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Sonora City will conduct a public hearing at 5:00 PM, or shortly thereafter, on the 6th day of June 2022, in the Sonora City Council Chambers, 94 North Washington Street, Sonora, CA for the purpose of considering the following:

1) Saratoga/Shaws Flat Street Locations – Rezone from R-1 to R-2

The City of Sonora proposes to rezone the following properties from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2) to provide consistency with the parcel's current General Plan Land Use Designation of Medium Density Residential (MDR).

Assessor's Parcel #	Property Address
035-180-049	Vacant Parcel
035-180-073	212 Saratoga Rd.
035-180-074	Vacant Parcel
035-142-023	1012 Shaws Flat Rd.
035-142-024	974 Saratoga Rd.
035-263-020	971 Shaws Flat Rd.

This meeting will be held in accordance with Government Code Section 52953(E) and the City of Sonora City Council Resolution No. 05-16-2022-A. This meeting is physically open to the public or members of the public may participate in the meeting via video conferencing. The posted meeting agenda will include the phone number and passcode needed to participate in the teleconference. Pursuant to State law, challenges in court to actions on the above proposal may be limited to issues raised during public hearings or meetings conducted on the matter, or in correspondence submitted prior to the start of the meeting.

At its meeting of May 9, 2022, the City of Sonora Planning Commission held a public hearing on said project. Subsequent to the hearing the Commission voted to recommend approval by the City Council. The above rezones are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15153(a) – Use of an EIR from an earlier project.

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

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

Rachelle Kellogg
Community Development Director

-v-

Publication Date: May 27, 2022

The Union Democrat
Sonora, CA

PLANNING COMMISSION RESOLUTION

RESOLUTION NO. 5-9-2022-A

A RESOLUTION RECOMMENDING TO THE SONORA CITY COUNCIL

approval of an ordinance rezoning Assessor's Parcel Numbers 035-180-049, 73, & 74, 035-142-023 & 24, 035-263-020, from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2).

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

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

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

WHEREAS, at its regular meeting conducted on May 9, 2022, the Planning Commission conducted a public hearing to consider the rezoning of APNs 035-180-049, 73, & 74, 035-142-023 & 24, 035-263-020, from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2);

NOW, THEREFORE, BE IT RESOLVED THAT THE SONORA PLANNING COMMISSION HEREBY RECOMMENDS to the Sonora City Council adoption, by ordinance, a rezoning of APNs 035-180-049, 73, & 74, 035-142-023 & 24, 035-263-020, from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2) as contained in the Attached Ordinance based on the following findings:

The proposed rezoning:

A. Is compatible with, and physically suited for, the uses authorized in, and the regulations prescribed for, the proposed zoning district in which the real property is located;

B. Is consistent with the objectives, policies, general land uses and programs specified in the General Plan;

C. Is in conformity with public convenience, general welfare and good land use practice;

D. Will not be detrimental to the health, safety and general welfare;

E. Will not adversely affect the orderly development of property or the preservation of property values; and

F. The project has been reviewed in compliance with CEQA and is exempt from further review pursuant to the California Environmental Quality Act.

PASSED AND ADOPTED as a resolution by the Sonora Planning Commission on this 9th day of May 2022, by the following vote:

Members of the Commission:

AYES: Anderson, Ghiorso, Levine, Morales & Opie

NOES: None

ABSENT: None

ABSTAIN: None

SIGNED:

Kevin Anderson, Chair
Planning Commission

ATTEST:

Rachelle Kellogg, Secretary
Planning Commission

ORDINANCE NO. 884

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

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

Section One: Section 17.10.010 of the Sonora Municipal Code, providing for the zoning map of the City of Sonora, is hereby amended through the rezoning of Assessor's Parcel Numbers 035-180-049, 073, & 074, 035-142-023 & 024, 035-263-020, from Single Family Residential (R-1) to Limited Multi-Family Residential (R-2).

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

Said Ordinance was introduced at a regular meeting of the City Council of the City of Sonora held on June 6, 2022, and passed and adopted as an Ordinance of said City at a regular meeting of said Council held on June 21, 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT OR ABSTAIN: _____

_____
Matt Hawkins, Mayor

ATTEST: _____

Approved as to Form:

_____
Douglas L. White, City Attorney

Publish: The Union Democrat, Sonora
_____, 2022

CITY COUNCIL OF THE CITY OF SONORA
STAFF REPORT

MEETING DATE: June 06, 2022

TO: SONORA CITY COUNCIL

FROM: DOUGLAS L. WHITE, CITY ATTORNEY

SUBJECT: CONSIDERATION AND APPROVAL OF AN EMPLOYMENT AGREEMENT WITH MELISSA EADS FOR THE CITY ADMINISTRATOR POSITION

RECOMMENDATION:

Staff recommends the Sonora City Council ("City Council") consider and approve the proposed employment agreement ("Agreement") for Melissa Eads as Sonora City Administrator ("City Administrator") and authorize the Mayor to execute the agreement on behalf of the City of Sonora.

BACKGROUND/DISCUSSION:

Melissa Eads has served in the position of City Administrator since January 2022. It is recommended that the City Council appoint Melissa Eads as the City Administrator and approve the Agreement, with an effective date of July 1, 2022. The Agreement's term shall be for five years. Following the expiration of the five-year term, the Agreement will automatically extend for a one-year period, unless the Council notifies Ms. Eads of its intent not to extend the Agreement six months prior to its expiration date.

FISCAL IMPACT:

Below are the substantive terms of the proposed Agreement:

- A base salary of $150,000. Beginning in calendar year 2023, the base salary shall increase, subject to any adjustment of the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward area. Any annual increase shall not be less than 3% or exceed 5%. Any increase in base salary shall be based on the April CPI, released every year in May, and shall become effective on July 1st of each year.

- Beginning in calendar year 2023, the base salary will be adjusted by annual cost of living increases ("COLAS) each July 1st as follows:

    - Calendar Year 2023---5% of Employee's Base Salary
    - Calendar Year 2024---4% of Employee's Base Salary
    - Calendar Year 2025---4% of Employee's Base Salary

- Calendar Year 2026---3% of Employee's Base Salary

- In addition to the CPI increases and the COLAS, the base salary shall be adjusted upward as necessary to maintain a base salary at least five percent 5% higher than the next highest paid City employee, with the exception of the Chief of Police.

- City will contribute a maximum of 10% match of the base salary each month into a deferred compensation retirement account.

- An automobile stipend in the amount of $400 per month.

- 200 hours of vacation per year, 120 hours of administrative leave per year, and 96 hours of sick leave per year.

- Either the Modified Classic Preferred Provider Plan (PPO) or a Custom 15 Exclusive Provider Organization (EPO) or any successor or replacement plans. Ms. Eads shall contribute to the City's premium costs for coverage for herself and her dependents, if any, as follows:

  - From the Effective Date of this Agreement through June 30th, 2022, 5% of the City's cost for coverage.

  - Effective July 1st, 2022 through June 30th, 2023, 10% of the City's cost of coverage.

  - Effective July 1st, 2023 through June 30th, 2024, 15% of the City's cost of coverage.

  - Effective July 1st, 2024 through the termination or expiration of the Agreement, 20% of the City's cost for coverage.

- $250 per fiscal year for an annual physical examination.

- Dental insurance at a maximum of $1,000 per calendar year.

- Life insurance in the amount of One (1) Year of Annual Salary Term Life Insurance – One (1) Year of Annual Salary.

- Nine months' severance for termination without good cause.

- California Public Employees' Retirement System's 2% at 62 Plan for Miscellaneous Members.

ENVIRONMENTAL:

Appointing a permanent City Administrator is not a "project" under the California Environmental Quality Control Act since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065.)

OPTIONS:

1. Approve the Employment Agreement for City Administrator;

2. Continue the item for later consideration of the City Council with direction to City staff; or

3. Reject the Employment Agreement.

ATTACHMENTS

Employment Agreement for City Administrator

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this _____day of _____ 2022, by and between the City of Sonora, a California municipal corporation ("City"), and Melissa Eads, an individual ("Employee"). City and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

A. Employee has served in the position of City Administrator since January 2022.

B. City, acting by and through the Sonora City Council ("City Council"), has evaluated Employee's knowledge, experience, administrative skills, and abilities and desires to hire and appoint Employee as City Administrator pursuant to the terms of this Agreement.

C. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code sections 53260 and 36506.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. **Recitals**. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 15 of this Agreement, Sections 1 through 15 will prevail.

Section 2. **Effective Date**. This Agreement shall become effective as of July 1, 2022, provided it has been executed by both the City and Employee ("Effective Date").

Section 3. **Appointment of City Administrator, Duties and Term**.

3.1. Appointment of City Administrator and Duties. Commencing July 1st, 2022, Employee shall serve as City Administrator of City and shall be vested with the powers, duties, and responsibilities set forth in Chapter 2.48 of the Sonora Municipal Code ("S.M.C."), the City Administrator Job Description, and under California law. Employee shall further perform the functions and duties specified under the laws of the State of California, the S.M.C., the ordinances and resolutions of the City, and such other duties and functions as the City Council may from time-to-time assign. The City Council may also designate Employee as the chief executive of other City-related legal entities, such as a redevelopment agency, financing authorities, or joint powers authorities.

3.2. Employee's Obligations. Employee agrees that she will comply with any and all City policies or requirements regarding background checks and fitness for duty examinations as soon as reasonably possible. Employee further agrees to comply with all other applicable laws, ordinances, regulations, and City rules and policies. Employee further agrees that she shall devote her productive time, abilities, and attention as necessary to the full accomplishment of her duties and the City's business needs. Accordingly, Employee shall not hold any secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Council in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the City Council to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties or the best interest of the City. Should the City Council make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as she may see fit, provided that such volunteer services shall not interfere with her duties on behalf of the City.

3.3. Exempt Employee. The general business hours for City employees are Monday through Friday, 8:00 a.m. to 4:00 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C., § 201 et seq.). As such, Employee acknowledges that she shall not receive overtime or extra compensation for hours worked outside of the City's general business hours which are necessary to fulfill the duties of the City Administrator's position, unless otherwise provided in this Agreement.

3.4. Hours of Work. The position of City Administrator is an exempt position. As such, Employee shall not have set hours of work, as the City Administrator is expected to be reasonably available at all times and work such hours as may be necessary to the full accomplishment of her duties. However, the City Council recognizes the significant importance and priority that Employee places on her family and, therefore, Employee shall have the right to participate in family, school, and athletic activities and may flex her work schedule during the week to accommodate those activities, provided that participation in these activities does not interfere with Employee conducting required City business or attending necessary City events or meetings. If at any time the City Council believes that this flexible schedule is no longer in the City's best interest, they retain the right to review this provision and revoke this privilege.

It is recognized that the City Administrator must devote additional time outside normal office hours to the business of the City and, to that end, Employee's work schedules each day and week shall vary in accordance with the work required to be performed. Employee's performance will be evaluated on accomplishments, not hours worked. For purposes of utilizing leave balances, Employee's work schedule shall be based upon a forty (40) hour work week and not an eight (8) hour day.

3.5 Term. The initial term of this Agreement shall be for a five (5) year period commencing on the Effective Date and expiring five (5) years later ("Expiration Date") ("Initial Term"), subject to the provisions of Section 11 of this Agreement. Provided this Agreement has not been terminated earlier pursuant to Section 11, it will automatically extend for a one (1) year period under the terms in effect at the Expiration Date ("Extended Term"), unless the City Council

provides Employee written notice that it has determined not to extend the Agreement at least six (6) months prior to the Expiration Date of the Initial Term.

Section 4. At-Will Employment.

4.1. At Will. Employee is an at-will employee serving at the pleasure of the City Council as provided in Government Code section 36506. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause. Employee may terminate this Agreement and her employment with the City at any time, provided advance notice of Employee's termination is given consistent with the S. M. C., which as of the Effective Date requires thirty (30) days advance notice of Employee resignation. Additionally, Employee shall provide ninety (90) days advance notice of Employee retirement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules, and regulations as may be hereafter implemented and called to her notice and will faithfully observe and abide by the same. No such policy, rule, or regulation shall alter, modify, or revoke Employee's status as an at-will employee or any other provision of this Agreement.

4.2. No Property Right in Employment. Employee understands and agrees that the terms of her employment are governed solely by this Agreement. Employee further understands and agrees that this Agreement does not confer a right of employment for any specified term and that she is not entitled to due process for any disciplinary action under the City's personnel policies and rules, including termination.

Section 5. Compensation and Evaluations.

5.1. Base Salary/CPI Increases/COLAS. City agrees to pay Employee an annual salary of One Hundred Fifty Thousand Dollars ($150,000.00) ("Base Salary"), payable in installments at the same time that the other City employees are paid.

Beginning in calendar year 2023, Employee's Base Salary will be adjusted annually in accordance with increases, if any, in the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward Area ("CPI") but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Initial Term (as defined in Section 3.5) or any subsequent one (1) year extension of this Agreement. Any increase in Employee's Base Salary as a result of an increase to the CPI will be rounded up to the nearest dollar. Any increase in Base Salary shall be based on the April CPI, released every year in May, and shall become effective on July 1st of each year. Notwithstanding the foregoing, should the increase in the CPI be less than three percent (3%) or more than five percent (5%) in the first through fourth year of this Agreement, Employee shall receive not less than a three percent (3%) and not more than a five percent (5%) increase in Base Salary. During the fifth year of this Agreement, Employee shall receive an increase in accordance with the CPI; but not less than three percent (3%).

Beginning in calendar year 2023, Employee's Base Salary will be adjusted by annual cost of living increases ("COLAS) each July 1st as follows:

- Calendar Year 2023---5% of Employee's Base Salary
- Calendar Year 2024---4% of Employee's Base Salary
- Calendar Year 2025---4% of Employee's Base Salary
- Calendar Year 2026---3% of Employee's Base Salary

In addition, Employee's salary shall be adjusted upward as necessary to maintain a Base Salary at least five percent (5%) higher than the next highest paid City employee, with the exception of the Chief of Police. Notwithstanding the foregoing, during the first year of this Agreement, Employee's base salary will not be adjusted upward as a result of the Fire Chief receiving a base salary which is less than five percent (5%) higher than Employee's Base Salary.

5.2. Review and Evaluation. The City Council will review and evaluate Employee's performance as City Administrator on an annual basis and provide Employee with a written performance review. Reviews and evaluations will generally be conducted on or around June of each calendar year and may be conducted at other times at the City Council's discretion. The City Council may also provide other increases in salary and/or benefits as they deem appropriate based on Employee's performance, which will not require an amendment of this Agreement.

5.3 Deferred Compensation. The City shall provide Employee with the opportunity to contribute to one of City's 457 Deferred Compensation Plans from Employee's pretax earnings, in accordance with the terms of the Plans. City will match Employee's contribution to a maximum of ten percent (10%) of Employee's Base Salary.

5.4 Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits identified in the attached schedule of benefits.

Section 6. Automobile. Employee will be provided a stipend in the amount of four hundred and 00/100 dollars ($400.00) per month to compensate Employee for use of her personal vehicle for City-related business. Employee agrees that this amount constitutes adequate compensation for all automobile expenses incurred in the course and scope of her employment.

Section 7. General Expenses. City recognizes that certain job-related expenses not otherwise addressed in this Agreement will be incurred by Employee and City hereby agrees to reimburse or to pay said general expenses in accordance with City policies. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed invoices, petty cash vouchers, receipts, statements, or other appropriate documentation.

Section 8. Communications Allowance. City will provide Employee with a cellular phone and tablet computer for use in any City-related business. The phone and tablet computer shall each be the property of the City, and Employee shall have no reasonable expectation of privacy in either device.

Section 9. **Dues and Subscriptions**. City agrees to budget and pay for the professional dues and subscriptions of Employee, as needed for the continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City, including, but not limited to, League of California Cities (LOCC) and the International City/County Management Association (ICMA).

Section 10. **Professional Development**.

10.1. Travel Expenses. City hereby agrees to budget and pay for travel and subsistence expenses of Employee for necessary professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City provided Employee seeks prior authorization for such expenses from the City Council.

10.2. Courses and Seminars. City also agrees to pay for the cost of enrollment, tuition, fees, travel, and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the City, provided that Employee seeks prior approval from the City Council for such expenses.

Section 11. **Termination of Employment.**

11.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) calendar days advance written notice of the effective date of Employee's resignation, in accordance with S.M.C. Chapter 2.28, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the City, Employee shall provide ninety (90) calendar days advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, unless otherwise set forth in this Agreement, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and benefit amounts accrued and owing under this Agreement.

11.2. Termination by City Council/Severance. The City may, with or without cause or prior notice, terminate this Agreement and Employee's employment with the City. Employee shall be provided a written notice setting forth the reasons for such termination. City shall tender Employee all wages due and owing, as well as accrued and unused vacation and administrative leave for all hours worked as of Employee's last day of employment, in accordance with standard City practice, federal or state law and this Agreement. Notwithstanding any other provision of this Agreement, Employee shall not be terminated or otherwise removed from the position of City Administrator without good cause, as defined below, during a period of six (6) months following any general municipal election in which a new member is elected to the City Council.

If Employee is terminated without good cause, as defined Paragraph 11.3 below, Employee shall no longer be entitled to accrue or receive any benefits afforded to her by City after the date of termination; however, City shall pay Employee severance in an amount equal to nine (9) months of Employee's then-current Base Salary. If Employee is terminated for good cause, as defined

below, Employee shall no longer be entitled to accrue or receive any benefits afforded to her by City after the date of termination. In that event, City shall have no obligation to Employee beyond payment of all wages, including accrued and unused vacation and administrative leave, due and owing for all hours worked as of Employee's last day of employment and any other obligation which City may be required to provide under federal or state law.

Any severance payable under this Agreement shall be contingent on Employee's signature on a release of all claims in a format satisfactory to the City and is subject to the restrictions of Government Code section 53260, including, without limitation, that the maximum amount of severance pay that Employee may receive shall be the lesser of twelve (12) months base salary or the number of months remaining on the term of this Agreement. Any cash settlement related to the termination of this Agreement received by Employee from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of her office or position while employed with City, pursuant to Government Code section 53243.2., Additionally, any severance paid to Employee will be reimbursed to City if a court, administrative agency or tribunal enters a judgement against Employee or makes a finding that Employee has violated a statute, regulation or ordinance which constitutes just cause under Section 11.3 of this Agreement. This severance shall be paid in the same manner as other employees unless otherwise agreed to by City and Employee.

In the event Employee is terminated by the City Council for misconduct which has been publicly disclosed and could stigmatize Employee's reputation or impair her ability to earn a living, Employee may, within ten (10) calendar days, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340, and its progeny) before the City Council. Any such "name-clearing" hearing will be held solely to provide Employee an opportunity to clear her name. The City Council may determine whether the allegations in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. Such a decision, however, will not require that Employee be reinstated to her position. The hearing shall take place at a regularly scheduled City Council meeting in accordance with the S.M.C.'s standard practice and any applicable provisions of state law. The decision whether to terminate the City Administrator shall be made by a minimum four-fifths (4/5) vote of the whole City Council as then constituted in closed session and reported out of closed session as required by the California Government Code.

11.3. <u>Good Cause - Defined</u>.

"<u>Good Cause</u>," for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;

2. Disclosing confidential information of City that results in a negative judgement against City;

3. Gross carelessness or misconduct that results in a negative judgement against City or creates a public health and safety emergency;

4. Refusal to perform the duties described in this Agreement;

5. Any conduct which violates the City's Personnel Rules and a statute, regulation or ordinance, for which a City employee may be terminated;

6. Repeated and protracted unexcused absences from the City Administrator's office and duties;

7. Willful destruction or misuse of City property;

8. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;

9. Willful violation of federal, state, or City discrimination laws;

10. Continued substance abuse which adversely affects performance of Employee's duties as City Administrator;

11. Refusal to take or subscribe any oath or affirmation which is required by law;

12. Dishonesty;

13. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests; and

14. Failure to comply with any of Employee's obligations as set forth in this Agreement.

Notwithstanding any provision in this Agreement to the contrary, the City Council may place Employee on investigatory leave with full pay and benefits at any time during the Term of this Agreement.

Section 12. **Indemnification**. City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator in accordance with California's Tort Claims Act (Government Code section 825 et seq.) and shall provide a defense to Employee in accordance with Government Code sections 995 through 996.5. City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event City provides funds for legal criminal defense pursuant

to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.4.

Section 13. **Bonding**. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 14. **Notices**. Any notice or communication required hereunder between City and Employee must be in writing, and may be given either personally, by electronic mail ("email") (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email transmission, a notice or communication shall be deemed to have been given and received upon actual receipt of the entire document by the receiving Party's email server. Notices transmitted by email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Sonora
ATTN: City Clerk
94 N. Washington St.
Sonora, California 95370
jsmith@sonoraca.org

and White Brenner LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, California 95814
doug@whitebrennerllp.com

If to Employee: City of Sonora
ATTN: Melissa Eads
94 N. Washington Street
Sonora, California 95370
meads@sonoraca.org
w/cc: *home address on file with City Administrative Services*

Section 15. General Provisions.

15.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

15.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

15.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any Section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

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

15.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any Section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

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

15.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

15.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

15.10. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Tuolumne.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:

City of Sonora, a California municipal corporation

By:_____
Matt Hawkins, Mayor

Date Signed: _____

EMPLOYEE:

By:_____ _____
Melissa Eads

Date Signed: _____

Approved as to Form and Content:

By:_____
Douglas L. White, City Attorney

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
MELISSA EADS

Schedule of Benefits

1. **Leave**. Employee shall receive the following leave time:

A. **Vacation**. During the term of this Agreement, effective July 1st of each year, Employee shall accrue/receive two hundred (200) hours of vacation. Notwithstanding the foregoing, should Employee give notice (or fail to give notice) of Employee's intent to resign or retire as required in Paragraph 11.1 of this Agreement, Employee shall cease to be eligible to accrue additional vacation pursuant to this Agreement or any City policy as of the date notice has been given, or should have been given, per Paragraph 11.1. Accrued unused vacation shall be paid out annually in a lump sum on or before June 30th. In no case shall Employee accrue vacation in an amount in excess of three hundred (300) hours. Upon separation from the City, Employee shall be paid for any accrued and unused vacation.

B. **Administrative Leave**. During the term of this Agreement, Employee shall receive one hundred twenty (120) hours of Administrative Leave per fiscal year. Unused Administrative Leave shall not carry over year to year. Unpaid leave shall be paid out within thirty (30) days of the end of each fiscal year, or at Employee's option, may be deposited into Employee's Deferred Compensation Plan account in accordance with Section 5.3 of this Agreement. Upon separation from the City, Employee shall be paid for any accrued and unused Administrative Leave.

C. **Sick Leave**. During the term of this Agreement, Employee shall receive ninety-six (96) hours of sick leave per fiscal year. Unused sick leave will carry over from year to year. Unused sick leave will not be paid upon Employee's separation from City; however, at Employee's option, upon retirement, all, or any portion of accrued and unused sick leave may be reported to CalPERS to be incorporated in the Employee's Retirement Service Credit balance.

D. **First Year Accruals**. For the period between the Effective Date of this Agreement and the end of the current fiscal year, Employee will receive Vacation, Administrative, and Sick Leave benefits on a prorated basis, calculated from the Effective Date of this Agreement.

E. **Other Leaves**. Employee shall be entitled to bereavement leave, jury duty, subpoena, military leave, and disability leave in accordance with Article 14 of the City's Personnel Rules and Regulations.

2. **Holidays**. Employee shall be entitled to all paid holidays as approved by the City Council for City staff.

3. **Insurance**. City at its expense will provide the following coverages:

A. **Medical**. Employee will choose which coverage she desires for herself and her dependents, if any, between the City's Modified Classic Preferred Provider Plan (PPO) or a Custom 15 Exclusive Provider Organization (EPO) or any successor or replacement plans. Employee shall contribute to the City's premium costs for such coverage as follows:

- From the Effective Date of this Agreement through June 30th, 2022, Employee shall pay five percent (5%) of the City's cost for coverage.
- Effective July 1st, 2022 through June 30th, 2023, Employee shall pay ten percent (10%) of the City's cost of coverage.
- Effective July 1st, 2023 through June 30th, 2024, Employee shall pay fifteen percent (15%0 of the City's cost of coverage.
- Effective July 1st, 2024 through the termination or expiration of the Initial Term and/or the Extended Term if any, of this Agreement Employee shall pay twenty percent (20%) of the City's cost for coverage.

B. **Dental**. One Thousand Dollars ($1,000.00) maximum per calendar year; Preventative - no deductible; Other treatment - $25.00 per calendar year deductible; and Basic services paid at 80%, employee responsible for 20% of cost of services. Major services paid at 50%, employee responsible for 50% of cost of services.

C. **Life Insurance**. Accidental Death and Dismemberment – One (1) Year of Annual Salary Term Life Insurance – One (1) Year of Annual Salary.

D. **Vision**. City shall provide Employee with a coverage through VSP vision care program at the City's expense.

E. **Long Term Disability**. City shall provide and pay for long term disability insurance for Employee.

F. **Retirement Medical Insurance**. If Employee retires after at least ten (10) years of service to the City, she will be eligible to receive Retirement Medical Insurance through the City. Up to age sixty (60), Employee will be responsible to pay fifty percent (50%) of the cost of the premiums. Between ages sixty (60) to sixty-five (65), Employee will be responsible to pay twenty-five (25%) of the cost of the premiums. After the age of sixty-five (65), Employee will no longer be eligible to receive Retirement Medical coverage from the City.

4. **Annual Physical**. City shall pay Employee an allowance of $250.00 per fiscal year for an annual physical examination.

5. **Retirement**. The City shall provide Employee with the California Public Employees' Retirement System's (CalPERS) Two Percent (2%) at Sixty-Two (62) Plan for

Miscellaneous Members, pursuant to the contractual provisions between the City of Sonora and CalPERS. Employee shall pay a percentage of her salary to fund the employee share of the pension at the PEPRA rate established by CalPERS. City shall match the employee contribution amount.