



CITY COUNCIL REGULAR MEETING

Monday, April 18, 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, April 18, 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. 03-21-2022-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=UFBFZ0EyR3pjcxNXZWtXVIZLQTJoQT09>

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.

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 LABOR NEGOTIATORS (Government Code 54957.6): Agency designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director

RECONVENE INTO OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

PRESENTATIONS

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

PUBLIC COMMENT (NON-AGENDA ITEMS)

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

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

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.

3. Approval of City Council Minutes for August 30, 2021, September 1, 2021, December 20, 2021, and January 3, 2022.
4. Approval of disbursements in the amount of \$155,760.05 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.
5. Adopt Resolution 04-18-2022-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. Authorize the Sonora Fire Department to submit the 2022 Rural Fire Capacity Grant (formally known as the VFA-Volunteer Firefighter Assistance Grant), authorize the City Administrator and/or Fire Chief to execute all documents relating to the grant applications, and direct the Fire Chief to return to the City Council with the application results and to accept the awards.
7. Ratify the Interim City Administrator's execution of the Construction Services Agreement with Jex Baldwin Construction in the amount of \$223,000 for emergency repairs and reconstruction to the City owned facility, located at Stewart Street and Mehun Street and approve the Budget Transfer to

recognize the revenue from the Tuolumne County Transportation Council (TCTC) and allocate to the project (Requires 4/5th vote.)

8. Adopt Resolution No. 04-18-2022-D approving the list of projects to receive FY22-23 Road Maintenance and Rehabilitation Account Funding (RMRA) including the Snell Street Project and the Linoberg/Bradford Street repair.

PUBLIC HEARINGS

9. Waive second reading and adopt Ordinance No. 882 of the City of Sonora Amending Title 7, Integrated Waste Management, of the Sonora Municipal Code to regulate the disposal of recyclable and organic materials.
10. Waive second reading and adopt Ordinance No. 883 for the Sonora Police Department's policy on military equipment use as required by Assembly Bill 481.
11. Adopt Resolution No. 04-18-2022-B Approving applications for funding and authorizing the execution of a grant agreement and any amendments thereto for the State Community Development Block Grant (CDBG) Program Income and authorize the subsequent budget adjustment is the amount of \$14,000 to Adams Ashby for grant application development and submittal (Requires 4/5th Vote.)

NEW BUSINESS

12. Direct staff to work with the County of Tuolumne on the development of a California Department of Housing and Community Development (HCD) Permanent Local Housing Five Year Allocation Program Plan and pool funding allocations for delivery of projects identified in the plan.
13. Consideration of the following Social Equity Committee Items:
 - a) Adopt Resolution No. 04-18-2022-C affirming the City of Sonora's commitment to equity, fairness, and justice as recommended by the Social Equity Committee.
 - b) Discuss the potential dissolution of the Social Equity Committee.

MONTHLY REPORTS

14. Receive the Sonora Public Works Department Report for March 2022.
15. Receive the Sonora Police Department Monthly Report for March 2022.
16. Receive the Sonora Fire Department Monthly Report for March 2022.
17. Receive the Community Development Department Report for March 2022.

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).

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Administrator's Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am - 4:00 pm, Monday

through Friday, excluding holidays). The agenda and supporting public documents are also available on our City website www.Sonoraca.com listed under the agenda/minutes link on the Government page.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 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 of County-wide issues to the City Council the first meeting of each month.

FISCAL IMPACT

No fiscal impact from the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Jackie Smith, Deputy City Clerk

SUBJECT: Meeting Minutes for August 30, 2021, September 1, 2021, December 20, 2021, and January 3, 2022.

RECOMMENDATION

Approval of City Council Minutes for August 30, 2021, September 1, 2021, December 20, 2021, and January 3, 2022.

DISCUSSION

Staff recommends that the City Council approve meeting minutes for August 30, 2021, September 1, 2021, December 20, 2021, and January 3, 2022.

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- 08-30-2021 Meeting Minutes
- 09-01-2021 Meeting Minutes
- 12-20-2021 Meeting Minutes
- 01-03-2022 Meeting Minutes



SPECIAL CITY COUNCIL MEETING

Monday, August 30, 2021 at 3:00 PM

2 South Green Street Sonora, CA 95370

(209) 532-4541

MINUTES

PUBLIC PARTICIPATION PROCEDURES: This meeting will be held at the Tuolumne County Board of Supervisors Chambers at 2 South Green Street, Sonora.

In order to protect the health and safety of our Tuolumne County citizens, this City Council meeting is open to the public with modifications. Face coverings are required for all attendees regardless of vaccination status. During the City Council meeting, citizens physically present who wish to provide public comment will be invited to do so by the Mayor. Citizens who are not present and wish to comment should be prepared to use our call-in line at (209) 533-6581 to queue for verbal public comment.

Options for Public Access Audio and Video Livestreaming: The public will not have access for public comments via these media options, they are available for audio and visual only.

Access Tuolumne County at: www.accesstuolumne.org and click watch live and/or Comcast Cable 8

OR

Zoom Webinar via computer at <https://zoom.us/j/98737385155> and/or Call in at: (1) (669) 900-9128 with Webinar ID: 987 3738 5155 Note: Zoom Webinar Services tends to have a reduced broadcasting delay in comparison to the Access Tuolumne livestream and is suggested for the closest to real time viewing and listening.

You also may submit written comments by U.S. mail at the above address or email for retention as part of the administrative record, they will not be read during the meeting. Comments must be received by the City Clerk no later than 8:00 a.m. on the morning of the noticed meeting. To submit written comments by email at administration@sonoraca.org.

IMPORTANT PUBLIC NOTICE: Under the Governor's Executive Order N-25-20 and Order N29-20, members of the Board of Supervisors can participate by teleconference. Accessibility Requirements, if you need swift special assistance during the Board meeting, please call (209) 533-6581.

CALL TO ORDER -

3:00 PM

Called to order at 3:02 PM.

ROLL CALL**PRESENT**

Ann Segerstrom
Colette Such
Jim Garaventa
Matt Hawkins

ABSENT

Mark Plummer

PUBLIC COMMENT

No public comments.

PROCLAMATIONS

1. Consideration to adopt Resolution 08-30-21-A ratifying a declaration of a Local State of Emergency, due to the Washington Fire, as required by the California Emergency Services Act Article 14 §8630(b).

City Administrator Mary Rose Rutikanga presented this item to the Sonora City Council ("the Council") and Board of Supervisors ("the Board").

Fire Chief Aimee New and Police Chief Turu VanderWiel updated the Council and Board on the impact of the Washington Fire.

Mayor Hawkins anecdotally updated the Council and Board on the impact of the Washington Fire personally and thanked the County for their work with the City.

No public comments.

Motion made by Garaventa, Seconded by Segerstrom.
Voting Yea: Segerstrom, Such, Garaventa, Hawkins.

ADJOURN INTO CLOSED SESSION

Adjourned into Closed Session at 3:36 PM.

2. TCEDA:

Closed Session - Conference with Legal Counsel-Existing Litigation (Gov. Code Section 54956.9(d)(1)) -In the Matter of the Appeal of Membership Determination of Larry F. Cope, Malorie M. Sperry, and Beth Hartline Madigan and County of Tuolumne and Tuolumne County
 Page 2 of 2
 Economic Development Authority before the CalPERS Board of Administration, OAH No. 2020120269

City:

Closed Session - Conference Involving a Joint Powers Agency - TCEDA (Authority: Government Code Section 54956.96) - Discussion will concern: Existing Litigation (Gov. Code Section

54956.9(d)(1)) -In the Matter of the Appeal of Membership Determination of Larry F. Cope, Malorie M. Sperry, and Beth Hartline Madigan and County of Tuolumne and Tuolumne County Economic Development Authority before the CalPERS Board of Administration, OAH No. 2020120269; City representatives on TCEDA Governing Board: Matt Hawkins and Jim Garaventa, City Administrator, Mary Rose Rutikanga; City Council, Nubia Goldstein; and Administrative Services Director, Chris Gorsky.

County:

Closed Session - Conference Involving a Joint Powers Agency -Tuolumne County Economic Development Authority (TCEDA) (Authority: Government Code Section 54956.96) - Discussion will concern: Existing Litigation (Gov. Code Section 54956.9(d)(1)) -In the Matter of the Appeal of Membership Determination of Larry F. Cope, Malorie M. Sperry, and Beth Hartline Madigan and County of Tuolumne and Tuolumne County Economic Development Authority before the CalPERS Board of Administration, OAH No. 2020120269; County representatives on TCEDA Governing Board: Ryan Campbell and David Goldemberg. Also attending: County Administrator Tracie Riggs, County Counsel Sarah Carrillo; County Auditor/Controller Debi Bautista; and Michael Youril, Liebert Cassidy Whitmore.

RECONVENE INTO OPEN SESSION

Nothing to report out of Closed Session.

ADJOURNMENT

Meeting adjourned at 4:46 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, mrutikanga@sonoraca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

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



CITY COUNCIL SPECIAL MEETING
Wednesday, September 01, 2021 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 special meeting on Wednesday, September 1, 2021 at 4:00pm in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370

THIS MEETING WILL BE OPEN TO THE PUBLIC. IT WILL NOT BE AVAILABLE VIA ZOOM, HOWEVER IT 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 12 p.m. on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370 or via email to administration@sonoraca.org.

IMPORTANT PUBLIC NOTICE: Under the Governor's Executive Order N-25-20 and Order N-29-20, members of the City Council can participate via teleconference.

CALL TO ORDER -

4:00 PM

Called to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT
Ann Segerstrom
Colette Such
Jim Garaventa
Matt Hawkins
Mark Plummer

PUBLIC COMMENT

No public comments.

ADJOURN INTO CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d); One (1) potential case

RECONVENE INTO OPEN SESSION

Nothing to report.

ADJOURNMENT

Meeting adjourned at 5:05 PM.

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CITY COUNCIL REGULAR MEETING

Monday, December 20, 2021 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, December 20, 2021 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 AB 361.

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

Zoom Meeting Link:

<https://us06web.zoom.us/j/97038562835?pwd=VzdNaStHSmVBSElNYUdvTGt6NU5QQT09>

Dial: (253)215-8782

Meeting ID: 970 3856 2835

Passcode: 901969

AND 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 4:05 PM.

ROLL CALL**PRESENT**

Mayor Matt Hawkins

Mayor Pro Tem Mark Plummer

Council member Ann Segerstrom

Council member Colette Such

ABSENT

Council member Jim Garaventa

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

Adjourned into Closed Session at 4:06 PM.

1. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION:

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code 54957.6): Agency designated representatives: Mary Rose Rutikanga, City Administrator;

Employee Organization: Sonora Management Employees' Association.

3. Public Employment (Government Code Section 54957)

Title: City Administrator

RECONVENE INTO OPEN SESSION

Staff was given direction during Closed Session.

OPEN SESSION -

5:00 PM

Called to order at 5:05 PM.

PLEDGE OF ALLEGIANCE

Financial Director Chris Gorsky 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, December 16, 2021, at 3:30 PM.

PRESENTATIONS

4. Introduction and Swearing in of Police Dispatcher/Records Technician, Deneci Romero.

Police Chief Turu VanderWiel introduced and swore in Police Dispatcher/Records Technician, Deneci Romero.

APPROVAL OF THE AGENDA

The Agenda was approved without adjustment.

PUBLIC COMMENT (NON-AGENDA ITEMS)

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A member of the public representing the Sonora Chamber of Commerce gave an update on the Sonora Christmas Town.

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.

Items #5 and #6 were approved.

**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.**

Item #7 was pulled from the Consent Calendar to be considered separately.

Financial Director Chris Gorsky presented this item to the Council.

A member of the public commented in support of exemption in item #7 .

Item #7 was approved.

**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.**

5. Approve City Council Minutes for September 10, 2020; September 21, 2020; and October 5, 2020.
6. Approval of disbursements in the amount of \$173,505.76 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.
7. Consideration to adopt Resolution No. 12-06-2021-A To Affirm an Exemption from the Requirements of Mandatory Organics Collection Services.

NEW BUSINESS

8. Consideration to adopt Resolution 12-20-2021-A adopting the methodology to measure vehicle miles traveled (VMT), the method to analyze a project's VMT impact, VMT Screening Criteria and VMT Thresholds.

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

Wood Rodgers, Inc.'s Mario Tambellini and the Tuolumne County Transportation Council's Darrin Grossi further detailed this item with a PowerPoint presentation.

Councilmembers discussed.

A member of the public suggested using this item's data to determine more efficient evacuation routes.

A member of the public asked a question regarding Cell Phone data.

Wood Rodgers, Inc.'s Mario Tambellini and the Tuolumne County Transportation Council's Darrin Grossi answered a member of the public's question.

**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.**

9. Consideration of authorization to advertise for public bid the Washington-Stockton Corridor – Downtown Transit & Accessibility Improvement Project.

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

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.**

10. Consideration to provide an endorsement to the Tuolumne County Commission on Homelessness the concept of establishing sanctioned, independently managed campground-style site(s) as a minimum level of outdoor shelter for people experiencing homelessness.

City Administrator Mary Rose Rutikanga presented this item to the Council.

Tuolumne County Commission on Homelessness's Dana Baker and ATCAA's Joe Bors further detailed this item with a PowerPoint presentation.

Councilmembers discussed.

Lt. Jennifer Hannula discussed the Police Department's perspective on the item.

Fire Chief Aimee New discussed the Fire Department's perspective on the item.

Tuolumne County Commission on Homelessness's Tom Crosby further detailed the item.

Multiple members of the public commented in support of the endorsement.

Community Development Director Rachelle Kellogg discussed zoning regulations in regard to the item.

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

11. Approve a Letter of Commitment to the Friends of Sonora Police Department, a 501(c)(3) nonprofit organization, to accompany an American Rescue Plan Community Grant Application in the amount of fifty thousand dollars (\$50,000) to support the future Sonora Police Department K-9 Program; and authorize the Mayor to sign the letter.

City Administrator Mary Rose Rutikanga presented this item to the Council.

Police Chief Turu VanderWiel further detailed this item to the Council.

Councilmembers discussed.

Fire Chief Aimee New spoke in support of this item.

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.**

MONTHLY REPORTS

12. Receive the Community Development Department Report for November 2021

13. Receive the Fire Department Monthly Report for November 2021

14. Receive the Sonora Police Department monthly report for November 2021.

15. Receive the Public Works Department Report for November 2021

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

Fire Chief Aimee New commended the Sonora Christmas Town for their accomplishments.

Police Chief Turu VanderWiel commended the Sonora Christmas Town for their accomplishments.

Community Development Director Rachelle Kellogg commended the Sonora Christmas Town for their accomplishments and gave an update on a Dairy Queen project.

Financial Director Chris Gorsky updated the Council on a tourism advertising campaign.

City Administrator Mary Rose Rutikanga commended the Sonora Christmas Town, the tourism advertising campaign, and the recent work on the joint meeting with the County of Tuolumne and City of Sonora.

Councilmember Segerstrom commended the Sonora Christmas Town and attended the City of Sonora Holiday Luncheon, a Special Meeting of the Economic Development District, a Sexual Harassment Training, and the joint meeting with the County of Tuolumne and City of Sonora.

Councilmember Garaventa attended the City of Sonora Holiday Luncheon, the Tuolumne County Transportation Council, and Second Saturday downtown on December 11, 2021.

Councilmember Such attended the Tuolumne County Transportation Council, a webinar on Marijuana called "Perceptions vs. Reality", the City of Sonora Holiday Luncheon, an ATCAA meeting on December 10, 2021, a League of Cities webinar promoting racial and gender equity on December 11, 2021, the Social Equity Committee on December 13, 2021, and IRWM on December 15, 2021.

Mayor Pro Tem Plummer attended and commended the City of Sonora Holiday Luncheon and thanked the Board of Supervisors for their work on the City of Sonora and County of Tuolumne joint meeting.

Mayor Hawkins attended the Sonora Lion's Club and thanked the Board of Supervisors for their work on the City of Sonora and County of Tuolumne joint meeting.

ADJOURNMENT

Meeting adjourned at 7:56 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, 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 REGULAR MEETING

Monday, January 03, 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, January 3, 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 AB 361.

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Dial: (253)215-8782

Meeting ID: 874 6055 5933

Passcode: 7dY809

AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

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CLOSED SESSION -

4:00 PM

CALL TO ORDER

Called to order at 4:00 PM.

ROLL CALL**PRESENT**

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

ABSENT

Council member Jim Garaventa

PUBLIC COMMENTS

No public comments.

ADJOURN INTO CLOSED SESSION

Adjourned into Closed Session at 4:02 PM.

1. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION:

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

2. Public Employment (Government Code Section 54957)

Title: City Administrator

RECONVENE INTO OPEN SESSION

Staff was given direction during Closed Session.

OPEN SESSION -

5:00 PM

Called to order at 5:01 PM.

PLEDGE OF ALLEGIANCE

Councilmember Such 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, December 30, 2021, at 4:00 PM.

APPROVAL OF THE AGENDA

The Agenda was approved without adjustment.

PRESENTATIONS

3. Receive a Tuolumne County update from District 1 Supervisor David Goldemberg

District 1 Supervisor David Goldemberg updated the Council on the Fire Safety Advisory Committee, the Tuolumne County Commission on Homelessness, the Greenly Bypass, and a recent charity event.

Councilmembers discussed.

PUBLIC COMMENT (NON-AGENDA ITEMS)

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A member of the public commented in support of a City beautification project.

A member of the public commented in disapproval of COVID-19 guidelines approved by City Council and placed the Council and staff under citizen's arrest. No action was asked to be taken by the member of the public.

CONSENT CALENDAR

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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. Approve City Council Minutes for October 19, 2020; November 2, 2020; and May 3, 2021.
5. Approval of disbursements in the amount of \$148,388.71 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

6. Consideration to approve an agreement for consultancy services between the City of Sonora and the Chicken Ranch Tribe of Me-Wuk Indians and authorize the Mayor to sign the agreement.

City Administrator Mary Rose Rutikanga presented this item to the Council.

Fire Chief Aimee New further detailed this item to the Council.

Councilmembers discussed.

A member of the public representing the County of Tuolumne commented in approval of the agreement.

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.

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

City Administrator Mary Rose Rutikanga noted this being her last meeting with the Council as her resignation approached and thanked the Council for her time with the City of Sonora.

Police Chief Turu VanderWiel and Fire Chief Aimee New thanked the City Administrator Mary Rose Rutikanga for her work with the City of Sonora.

Councilmember Segerstrom gave an update on the Sonora Christmas Town on behalf of Katie Dunn with the Sonora Chamber of Commerce and thanked the City Administrator Mary Rose Rutikanga for her work with the City of Sonora.

Councilmember Garaventa thanked the City Administrator Mary Rose Rutikanga for her work with the City of Sonora.

Councilmember Such informed those in attendance about the Social and Ecological Resilience Across the Landscape Meeting, noted Desmond Tutu's passing, and thanked the City Administrator Mary Rose Rutikanga for her work with the City of Sonora.

Mayor Pro Tem Plummer thanked the City Administrator Mary Rose Rutikanga for her work with the City of Sonora and requested a discussion on the Social Equity Committee be agendaized in the future.

City Attorney Douglas White provided legal counsel.

Mayor Hawkins thanked the City Administrator Mary Rose Rutikanga for her work with the City of Sonora.

ADJOURNMENT

Meeting adjourned at 5:43 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, 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).

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



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Disbursements in the Amount of \$155,760.05 for Payroll

RECOMMENDATION

Approval of disbursements in the amount of \$155,760.05 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 21st payroll of 26 for FY21-22, we would have expected to expend 80.8% of the budgeted amount. In total, we have expended 74.4% 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: April 18, 2022

TO: City Council Members

FROM: Melissa Eads, Interim City Administrator
Prepared by Jackie Smith

SUBJECT: Government Code Section 52953(e): Modified Brown Act Procedures During a Declared Emergency

RECOMMENDATION

Adopt Resolution 04-18-2022-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.

DISCUSSION

Since the beginning of the COVID-19 Pandemic, Governor Newsom has issued several Executive Orders that have waived certain Brown Act requirements and allowed remote meetings without compliance with the standard teleconferencing procedures. The Governor's Executive Orders waived requirements during the health emergency through September 30, 2021.

On September 16, 2021, the Governor signed AB 361 which created exceptions to remote meeting requirements found in the Brown Act. The law became effective on October 1, 2021 and allows any legislative body that wishes to meet remotely without complying with the standard teleconference procedures to make findings pursuant to AB 361 every 30 days. The decision to continue in person or make findings to move to remote meetings for City Committee and Commissions must be made by the legislative body, i.e., the City Council.

AB 361 suspends the standard requirements in Government Code Section 54593(b)(3). The modified teleconference requirements include:

- During a declared emergency by the Governor,
- Agendas do not need to be posted at all teleconference locations,
- Agendas do not need to identify each teleconference location,
- Agencies are not required to make each teleconference location accessible to the public,
- There is no requirement that councilmembers participate from within the territorial boundaries of the jurisdiction,
- Each agenda must include notice to the public as to how members may access the meeting and offer public comment,

- The agenda shall identify and include an opportunity for all persons to attend via a call-in or internet-based service option,
- Members of the public are allowed to access the meeting remotely,
- In the event of a disruption which prevents the agency from broadcasting the meeting to the public, or in the event of a disruption within the local agency's control which prevents the public from offering public comments, the body shall take no further action on items appearing on the meeting agenda until the public access is restored,
- Written/remote public comment must be accepted until the point at which the public comment period is closed,
- The public shall not be required to register with the local agency to provide comment, however if a 3rd party provider such as Zoom requires registration such requirement is acceptable as long as the public agency does not control this 3rd party provider.

Legislative bodies wishing to hold remote meetings under AB361 must meet the following criteria:

1. the local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; and
2. the local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and
3. the local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

On July 6, 2021, the City Council approved by a 3-2 vote to allow for in-person meetings and to suspend teleconferencing at City Council meetings.

October 18, 2021, the City Council directed staff to bring forth a resolution making findings pursuant to AB 361. The Council also directed staff to continue with in person meetings for City Council meetings but make available the ability for City committees and commissions to meet remotely via teleconferencing.

The City Council originally adopted 11-01-2021-B on November 1, 2021, to comply with the requirements of AB 361.

The City Council then adopted 12-06-2021-B on December 6, 2021, in compliance with the requirements of AB 361.

The City Council then adopted 01-18-2022-A on January 18, 2022, in compliance with the requirements of AB 361.

The City Council then adopted 02-22-2022-B on February 22, 2022, in compliance with the requirements of Government Code Section 54593(b)(3).

The City Council then adopted 03-21-2022-A on March 21, 2022, in compliance with the requirements of Government Code Section 54593(b)(3).

Staff recommends the Council adopt Resolution 04-18-2022-A that authorizes remote teleconferencing meetings of the City Council and its committees and commissions for 30 days pursuant to Government Code Section 54593(b)(3).

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- Resolution No. 04-18-2022-A

RESOLUTION 04-18-2022-A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA PROCLAIMING AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ITS COMMITTEES AND COMMISSIONS FOR 30 DAYS PURSUANT TO GOVERNMENT CODE SECTION 62953(E) BROWN ACT PROVISIONS

WHEREAS, the City of Sonora is committed to preserving and nurturing public access and participation in meetings of the City Council and its committees and commissions; and

WHEREAS, all meetings of the City Council and its committees and commissions are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 -54963), so that any member of the public may attend, participate and watch the City Council and its committees and commissions conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meeting by members of the a legislative body, without compliance with the requirements of Government Code section 54953 (b)(3), subject to existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster of extreme peril to the safety of persons and property within the state cause by conditions as described in Government code 8558; and

WHEREAS, a proclamation is made when there is an actual incident, there of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that reopening of California on June 15, 2021, did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, on June 11, 2021, Governor Newsom also issued Executive Order N-08-21, which set expiration dates for certain paragraphs of the State of Emergency Proclamation dated March 4, 2020, and other Executive Orders but did not rescind the proclaimed state of emergency; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(5)(D) specifically recommends physical (social) distancing as one of the measures to

decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and,

WHEREAS, the City Council finds that state or local officials have imposed or recommended measures to promote social distancing, based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D); and

WHEREAS, City Council meetings shall be conducted by a hybrid model of both in-person and teleconference and committee and commission meetings may participate by teleconferencing, and members of the public may also participate virtually in committee and commission meetings; and

WHEREAS, on occasion a Councilmember may need to appear and participate in a City Council meeting remotely in order to comply with Public Health guidance, the City desires to allow such participation using the requirements of Government Code Section 52953(e);

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. The City Council acknowledges the Governor has declared a state of emergency related to the novel coronavirus and hereby proclaims that state officials have imposed or recommended measures to promote social (physical) distancing based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D).

Section 3. Remote Teleconference Meetings. The City Administrator is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of May 19, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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 April 18, 2022, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

Matt Hawkins

Mayor of the City of Sonora

ATTEST:

Deputy City Clerk



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Rural Fire Capacity Grant Application

RECOMMENDATION

Authorize the Sonora Fire Department to submit the 2022 Rural Fire Capacity Grant (formally known as the VFA-Volunteer Firefighter Assistance Grant), authorize the City Administrator and/or Fire Chief to execute all documents relating to the grant applications, and direct the Fire Chief to return to the City Council with the application results and to accept the awards.

DISCUSSION

The Sonora Fire Department is requesting that the City Council authorize the Fire Department to submit an application to receive grant funding from the State through their Rural Fire Capacity Grant. This grant program provides funding for wildland/structural firefighting personal protective equipment, wildland/structural firefighting equipment, and communications equipment.

The Fire Department has successfully applied for this grant each year. In 2021, the Fire Department was awarded \$39,000.00 and was able to purchase structural and wildland PPE, radio equipment, and wildland firefighting equipment. If awarded, a grant identification project tracking number will be assigned. This year, the Department is applying for wildland equipment, scene lighting, a thermal imaging camera, radios, and structural PPE.

FISCAL IMPACT

The grant allows for requests up to \$40,000. The required match is 50%. The Fire Department would be requesting the maximum amount of the grant. The match would come from monies recovered from emergency deployments and would not impact the General Fund. The current fund balance in the Emergency Deployment fund is \$199,062.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022
TO: City Council Members
FROM: Rachelle Kellogg, Community Development Director
SUBJECT: Construction Services Agreement Ratification

RECOMMENDATION

Ratify the Interim City Administrator's execution of the Construction Services Agreement with Jex Baldwin Construction in the amount of \$223,000 for emergency repairs and reconstruction to the City owned facility, located at Stewart Street and Mehun Street and approve the Budget Transfer to recognize the revenue from the Tuolumne County Transportation Council (TCTC) and allocate to the project (Requires 4/5th vote.)

DISCUSSION

The Interim City Administrator has executed the attached Construction Services Agreement with Jex Baldwin Construction in the amount of \$223,000 for emergency repairs and reconstruction of the City owned property, located at Stewart Street and Mehun Street, in association with the Stewart Street Restroom Project. Construction is anticipated to start on April 13, 2022.

FISCAL IMPACT

Funding for this project in the amount of \$173,000 was included within the 2021-22 FY Budget with Tuolumne County Transportation Commission (TCTC) contributing the remaining \$50,000, see budget transfer.

ATTACHMENTS

- Budget Transfer
- Construction Services Agreement

Date **4/18/2022**

Fiscal Year **FY21-22**Department **Capital Projects**

Budget Transfer #

Transfer From					
Fund	Department	Account #	Project	Description	Amount
001	3900	45010	5002	Grant Revenues	\$50,000.00
Total					\$50,000.00

[illegible]

REQUIRED: Please provide justification to support the need for the budget transfer.

Budget Transfer to recognize the revenue from TCTC to complete the funding of the Stewart Street Restroom Project.

Finance Use Only	
------------------	--

Transaction Date

Document Number

Entered By:

Authorization

Department Head _____ (Date)

Finance Director _____ (Date)

City Administrator _____ (Date)

CONSTRUCTION SERVICES AGREEMENT

Stewart Street Restroom Project

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of April 2022 (the "Effective Date"), by and between the City of Sonora ("City"), a California municipal corporation, and Jex Baldwin Construction, a Sole Proprietor, Contractor License Numbers 388530 & 946925 ("Contractor"). City and Contractor are herein individually referred to as "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. Contractor represents to City that it is a duly qualified and licensed firm experienced in the construction of the scope of work included under the Stewart Street Restroom Project (the "Project").

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

C. Contractor has made a proposal to City to provide construction services, a description of which is attached and incorporated hereto as **Exhibit A** (the "Services"). The Services include a description of the rate and method of payment to Contractor for its performance of the Services under this Agreement ("Compensation Schedule"). The completion schedule for providing the Services ("Completion Schedule") will be provided to the City prior to issuance of the Notice to Proceed.

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

AGREEMENT

Section 1. Term. This Agreement shall be effective on the Effective Date. Contractor shall not commence the Project until it has been given notice by City (the "Notice to Proceed"). This Agreement shall terminate one (1) year after Contractor completes performance of the Services (the "Term"), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 2. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to the terms and conditions set forth in this Agreement. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* Only the City Administrator or his or her designee may authorize extra or changed work. Failure of Contractor to secure a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work. Contractor shall not be entitled to any compensation for the performance of such work. Contractor further waives any and all right or

remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the City Administrator or his or her designee.

(c) *Specific Materials.* Whenever the Services require any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Services must be met by the Contractor, unless City agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified. City Administrator or his or her designee shall have the right to reject any and all materials and supplies furnished by Contractor that do not comply with the scope of work or Services.

(d) *Exhibits.* All "Exhibits" referred to below or attached to herein are, by this reference, incorporated into this Agreement. Exhibits are intended to cooperate so that the Services called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Standard Insurance Requirements

Section 3. Time of Performance. Upon execution of the Contract by the City, the Project Manager will be authorized to issue a 'Notice to Proceed'. The "Notice to Proceed" shall contain a date of commencement of onsite work. Completion and acceptance of all work shall be within **50 working days** of the required commencement date as indicated in the "Notice to Proceed". The date of commencement of work shall be determined from the approved schedule of work.

Contractor warrants that it will commence performance of the Services in accordance with the Notice to Proceed, and shall perform all tasks in accordance with the Completion Schedule approved by the Engineer and Project Manager. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

A working date is defined as any day except Saturdays, Sundays, legal holidays, and days when a suspension is specifically authorized. No "working days" will be counted when in the opinion of the Engineer, site or weather conditions prevent the Contractor from Proceeding with a controlling critical operation.

Section 4. Payment.

(a) *Payment.* City shall pay Contractor for the Services rendered under this Agreement the sum of \$223,000 in accordance with the Bid Proposal No. 7437656 and 007528 included within Exhibit A herein and subject to additions and deletions as provided for in the referenced Contract Documents shown thereon.

(b) *Contractor Invoices.* On or before the last Monday of the each month in which Services have been performed, the Contractor shall prepare an invoice for all Services performed since the previous billing, covering the Services completed up to the previous Friday, in accordance with the Completion Schedule. The invoice shall quantify the Services performed based upon the

approved breakdown of Services, show approved change orders, total amount of the billing, sum of all previous payments, and the total contract amount. Said invoice shall be submitted to the City's designated project manager ("Project Manager"). After review, the City's Project Manager shall approve the invoice as is, or approve the invoice with changes he or she deems necessary. The City's Project Manager shall complete and approve a City payment request indicating the amount of the approved payment ("Payment Request") and forward it to the City Administrative Services Director. Payment shall be made to Contractor within thirty (30) day of the City's receipt of the invoice.

(c) *Security Retention.* The City shall retain five percent (5%) of the value of the Services and materials so estimated to have been furnished, delivered and used, as security for the fulfillment of the Agreement by the Contractor. City shall pay monthly to the Contractor, while performing the Services, the balance not retained after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Agreement. Estimates of payment shall not be required when, in the judgment of the City's Project Manager, the work is not proceeding in accordance with the provisions of this Agreement or the Completion Schedule. Estimates and payments shall not be construed to be an acceptance of any Services or materials to be used for the Services.

(d) *Final Payment and Claims.* Within thirty (30) calendar days after receipt of notice of the City's Project Manager's acceptance of the Services, the Contractor shall prepare and submit to the City's Project Manager a final invoice covering all Services completed under the Agreement. The final invoice shall include a written statement of all disputed amounts and unresolved claims for additional compensation beyond the total Agreement amount. No claim shall be considered which is not included in the final invoice, nor will any claim be allowed which was not properly noticed under other provisions of this Agreement. Where the final invoice contains no claims or disputed amounts, the City's Project Manager shall process the final payment, less required retention, in accordance with the above.

(e) *Release of Retention.* Within thirty-five (35) calendar days after acceptance of the Services and the filing of a Notice of Completion, the City's Project Manager will make a final estimate, in writing, of the quantities of Services performed under the Agreement, the value of such Services and claims which have been approved, based upon a final Contractor invoice. The City's Project Manager shall complete and approve a "Payment Request" indicating the amount of the approved payment, and the date, or conditions upon which payment is to be made. The date shall be at least thirty five (35) calendar days, but no more than sixty (60) calendar days after acceptance of the Services and filing of the Notice of Completion, unless Contractor action is required to receive final retention payment. The Payment Request shall be submitted to the Administrative Services Director for approval, with the amount of payment being the amount due, after deducting therefrom all amounts under the Agreement, any known unresolved claims, and one hundred fifty percent (150%) of any disputed amounts for the Services pursuant to Public Contract Code section 7107.

(f) *Final Inspection and Approval.* All prior estimates and payments shall be subject to correction in the final estimate and payment. Payments by the City shall not be construed as an acceptance of the Services completed up to the time of such payments, but the Services shall be

subject to the inspection and approval of the City, and subject to whatever inspection and approval may be required by law.

(g) *Inspections.* All work required under this Agreement shall be subject to inspection by City or its duly authorized agents. All Services shall be performed in a manner satisfactory to the City Administrator or his or her designee and consistent with all applicable local, state and federal standards then in effect. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the Services are in preparation. Where the Services require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

(h) *Insufficient Services.* If City determines that the Services rendered do not meet the requirements set forth in the Agreement, Contractor shall correct the Services at Contractor's sole expense, and without delay to the Project. City may withhold payment for such Services until it meets the requirements of the Project. Contractor may substitute securities for money withheld by the City pursuant this section, or request that the City place such monies into an escrow account.

Section 5. Disputes Pertaining to Payment for Work. Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 21 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

Section 6. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services and that all of its Services will be performed using generally accepted construction practices and standards, in compliance with all applicable federal, state, and local laws. Contractor represents and warrants that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered. The Contractor shall at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety. All City permits will be issued on a no-fee basis.

(b) *Taxes.* Contractor shall file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and Federal Insurance Contributions Act ("FICA") taxes. Contractor agrees to indemnify, defend, and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish City with proof of payment of taxes on these earnings within seven (7) days of such request.

(c) *Warranty.* Contractor warrants that the Services performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within seven (7) days of notice by City that such work is required.

(d) *No Conflict of Interest.* Contractor represents and warrants that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further agrees that in the performance of this Agreement, no person having such interest will be knowingly employed.

(e) If requested to do so by City, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Tuolumne County Clerk disclosing their financial interests.

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

Section 7. Prevailing Wage.

(a) *Prevailing Wages.* Pursuant to the Labor Code of the State of California and local law, the City has ascertained the general prevailing rate of per diem wages and rates for holidays and overtime work in the locality in which the Services are to be performed, for each craft, classification or type of laborer, worker or mechanic needed to execute this Agreement. The prevailing wages may be referenced in the Notice to Contractors, and are as determined by the Director of the California Department of Industrial Relations or the U.S. Secretary of Labor. Neither the Notice to Contractors nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against the City. It shall be mandatory upon the Contractor and upon any subcontractor under it, to pay not less than the said specified rates to all laborers, workers, and mechanics employed in the execution of the Agreement.

(b) *Certified Payrolls.* A hardcopy of the transmittal documents for electronically filed Certified Payrolls, pursuant to Section 1776 of the Labor Code, covering work on the Project for any given progress payment period shall be forwarded to the City's Project Manager within fifteen (15) days of the end of such progress payment period. Full copies of the Certified Payrolls shall be furnished to the City's Project Manager upon specific request.

(c) *Indemnification.* Contractor agrees to indemnify City against all claims related to

Contractor's compliance with prevailing wage laws, the California Labor Code and its implementing regulations

Contractor acknowledges and agrees to perform all of the following:

(a) Sign a Workers' Compensation Certificate as required by Labor Code section 1861. The Workers' Compensation Certificate is incorporated by reference herein.

(b) Secure compensation payment to its employees pursuant to Labor Code sections 1860 and 3700. Contractor shall comply with such provisions before commencing performance of the Services.

(c) Pay not less than the general prevailing rate of per diem wages, including for holidays and overtime work, for each craft, classification, or type of worker to workers, laborers, and mechanics employed by Contractor or subcontractor doing or contracting any part of the work. The appropriate determination of the Director of California Department of Industrial Relations shall be filed with, and available for inspection, at the City's offices. Contractor shall post, at each job site, a copy of the general prevailing rate of per diem wages.

(d) Comply with Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, and 1815.

Contractor further agrees to indemnify City against all claims related to Contractor's compliance with prevailing wage laws, the California Labor Code and its implementing regulations.

Section 8. Conformity with Law and Safety.

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

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

(c) As is required by Public Contract Code 7104 if the Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

i. Material that Contractor believes may be material that is hazardous waste, as defined by Health and Safety Code section 25117, which may be required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

ii. Subsurface or latent physical conditions at the Project differing from those indicated by information about the Project made available to Contractor prior to the Effective Date.

iii. Unknown physical conditions at the Project of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

Section 9. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds for City to declare a breach under this Agreement.

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosions, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the time of completion shall be extended for such reasonable time as determined by the City. Extensions in time must be requested by the Contractor within ten (10) calendar days of the excusable delay in order to receive consideration.

Section 11. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 12. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor in the performance of and prior to termination of this Agreement by City or upon completion of the Services pursuant to this Agreement ("Work Product").

Section 13. Bonds.

The Contractor shall furnish a surety bond in the amount at least equal to one hundred percent (100%) of the Agreement as security for the faithful performance of the Agreement. The Contractor shall also furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the Agreement price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the Services, or for performing any work or labor thereon of any kind, for the payment of amounts due under the Unemployment Insurance Code with respect to Services in connection with this Agreement, and for the payment of a reasonable attorney's fee to be fixed by the court in the event a suit is brought upon the bond. All bonds shall be in accordance with the laws of the State of California. If signed by an "Attorney-in-Fact" on behalf of the bonding company, there must be attached to the bond the usual form of "Power of Attorney" evidencing and certifying the authority of such "attorney-in-fact" to so sign. Performance and Payment Bonds shall be dated as of the same date of the Agreement and shall be furnished by the Contractor at the time the Agreement is executed.

Section 14. Insurance Coverage. During the Term, Contractor shall maintain in full force and effect policies of insurance as set forth in Exhibit B, Standard Insurance Requirement.

Section 15. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8) Contractor shall defend, indemnify, hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (collectively, "City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to the negligent acts or omissions or any intentional actions of Contractor, or of any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused by the active negligence or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against Contractor, Contractor waives any and all rights of any type of express or implied indemnity against City and City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This section shall survive the expiration of the Term.

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

Section 16. Termination.

(a) If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow the

Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of this Agreement by Contractor. Upon termination, Contractor shall deliver copies of all Work Product to City. If City terminates this Agreement before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Agreement, the City may serve written notice upon it and its surety of its intention to terminate the Agreement. Such notice shall contain the reasons for the City's intention to terminate the Agreement, and unless such violations shall cease within ten (10) calendar days after serving of such notice, the Agreement shall cease and terminate upon the expiration of said ten (10) calendar days. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Agreement; provided however, that, if the surety does not give the City written notice of its intention to take over and perform the Agreement or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, the City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be jointly liable to the City for any excess cost occasioned the City thereby, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.

Section 17. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 18. Notices. Any notice or communication required hereunder between City and Contractor shall be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Sonora
94 North Washington Street
Sonora, California 95370
Attention: Community Development Director/Project Manager

With copies to: Churchwell White LLP
1414 K Street, 3rd floor
Sacramento, California, 95814
Attention: Douglas L. White, Esq.

If to Contractor: Jex Baldwin Construction
316 Stewart St. #4
Sonora, CA 95370
Attention: Frank Baldwin

Section 19. Independent Contractor. In performing the Services, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor shall not be considered an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor.

Section 20. Liquidated Damages. Time shall be of the essence of this Agreement. If the Contractor fails to complete the Services in accordance with the Completion Schedule, Contractor shall become liable to the City for liquidated damages in the sum of \$100.00 for each day the Services remain uncompleted beyond such time for completed or lawful extension thereof, which sum shall be presumed to be in the amount of damage thereby sustained by City, since it would be impracticable or extremely difficult to fix the actual damages. The amount of liquidated damages may be deducted by City from monies due the Contractor hereunder, its assigns and successors at

the time of completion, and its sureties shall be liable to the City for any excess.

Section 21. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Tuolumne County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

- (a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.
- (b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.
- (c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.
- (d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 5 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 21.

Section 22. General Provisions.

(a) *Recitals.* The recitals set forth above (the "Recitals") are true and correct, and are incorporated by reference herein. Sections 1 through 22 shall prevail in any inconsistencies between the Recitals and Sections 1 through 22 of this Agreement.

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

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

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

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

(f) *Venue.* Venue for any legal proceedings related to this Agreement shall be in the Superior Court of California, in and for the County of Tuolumne.

(g) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

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

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

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

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

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

(m) *Attorney's Fees and Costs.* If any action at law or in equity not resolved pursuant to Sections 5 or 21 of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(n) *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.

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

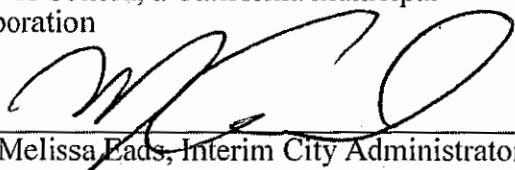
(p) *Computation of Time.* Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and exclude any state and federal legal holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in this Agreement falls upon a Saturday, Sunday, or state or federal legal holiday, then the time of such period shall be extended to the next day that is not a Saturday, Sunday, or state or federal legal holiday.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY:

City of Sonora, a California municipal corporation

By: 

Melissa Eads, Interim City Administrator

CONTRACTOR:

Jex Baldwin Construction

By: 

Approved as to Form:

By: _____

Douglas L. White, City Attorney

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

CITY:

City of Sonora, a California municipal corporation

CONTRACTOR:

Jex Baldwin Construction

By: _____
Melissa Eads, Interim City Administrator

By: _____

Approved as to Form:

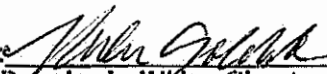
By:  _____
Per: Douglas L. White, City Attorney

Exhibit A – Scope of Services

Scope of Work as included within the following Bid Proposal No. 7437656 dated March 18, 2022 and Bid Proposal No. 007528 dated March 16, 2022.

Specific Material – Betuthene 4000 Self-Adhesive HDPE waterproofing membrane is to used as the water barrier on the existing retaining wall.

316 Stewart St. #4
Sonora, CA 95370**209.694.7190**CA CSLB License Numbers
388530 (B) General Building &
946925 (A) General Engineering

Owner's Name: City of Sonora		Owner's Address:	
Owner's City, State, Zip: Sonora Ca 95370		Owner's Phone:	Owner's Alt. Phone:
Project Name & Address: Old senior center project			Email:

a. Scope of Work: Baldwin Construction hereby submits the following specifications and estimates:**Interior**

Tare out all interior wood

Install new waste rough in plumbing

Fill with 1 1/2 gravel to sidewalk height

Pour new concrete slab inside

On Top

Install new post caps

Pressure wash and Paint front of building

Pressure wash and Paint exiting railing black

Pressure wash and Paint existing stairway cover and replace roof with medal corrugated roof

Build and install 2 metal awnings over doors

Dig down approximately 10' next to retaining wall to install french drain

Install water barrier on existing retaining wall

Pour new gutter system to catch all water from parking lot

\$100,876

Existing windows to stay no new windows added

Finish interior bathrooms

(use existing electrical panel , use exiting water supply , and existing sewer outlet to street)

Frame and install 2 new Ada bathrooms and 1 office space as per plans

Steel doors with ada hardware

Ada toilets and handrail

Cold water only

FRP on bathroom walls

Drop ceilings in bathrooms and office for recessed lighting

\$51,232

Make roof water proof

Tare out old roof coating and asphalt

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

b. Not Included: This proposal does not include**c. WE PROPOSE** to furnish material, equipment and labor in accordance with the above specifications for the sum of:**\$173,000.00** dollars**NOTE:** This proposal may be withdrawn if not accepted within
15 days from 3/18/2022

date

Respectfully submitted by:

Company Representative

d. WE ACCEPT the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you to draw up all necessary contract documents so work can begin.

approved and accepted (owner or owner's authorized agent)

date

approved and accepted (second owner - if any)

date

Install waterproof membrane

Pour new concrete slab over membrane

\$17,892

Item 7.

(fuel surcharge) (if gravel goes over \$375 per 10 yards , if concrete goes over \$160 per yard it would be an extra)

Commercial & Residential

316 Stewart St. #4
Sonora, CA 95370
209.694.7190

CA CSLB License Numbers
388530 (B) General Building &
946925 (A) General Engineering

Owner's Name: City of Sonora		Owner's Address:	
Owner's City, State, Zip: Sonora		Owner's Phone:	Owner's Alt. Phone:
Project Name & Address: Old senior center project sidewalks			Email:

a. **Scope of Work:** Baldwin Construction hereby submits the following specifications and estimates:

Remove and replace approximately 100' of curb and gutter with 1 ADA corners

The drain for the french drain system behind existing parking lot retaining wall will be installed under new sidewalk to existing gutter drain at new ada corner

(Fuel surcharge) (If gravel goes over \$375 per 10 yards , if concrete goes over \$160 per yard it would be an extra)

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

b. **Not Included:** This proposal does not include

c. **WE PROPOSE** to furnish material, equipment and labor in accordance with the above specifications for the sum of:

\$50,000.00 dollars

NOTE: This proposal may be withdrawn if not accepted within
17 days from 3/16/2022
date

Respectfully submitted by: _____
Company Representative

d. **WE ACCEPT** the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you to draw up all necessary contract documents so work can begin.

approved and accepted (owner or owner's authorized agent)

date

approved and accepted (second owner - if any)

date

Exhibit B Standard Insurance Requirements

Contractor, at its own expense, shall procure, and maintain for the duration of the Special Services Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000), \$2,000,000 aggregate, for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Coverages shall be included for premises, operations and broad form contractual.
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Coverage (as applicable) - Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise under this Contract, whether by the insured's employees or subcontractors, within a minimum liability limit per occurrence or per claim of one million dollars (\$1,000,000.00).

If issued on a claims-made basis, the following conditions apply to the professional errors and omissions liability insurance policy:

- (1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of the contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

- 1) The City of Sonora, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("City of Sonora").
 - 2) This policy shall be considered and include a provision that it is the primary policy as respects the City of Sonora as an additional insured party and shall not include any special limitations to coverage provided to the City of Sonora as an additional insured party. Any insurance maintained by the City of Sonora, including any self-insured retention the City of Sonora may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance provider shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the City of Sonora as an additional insured party.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Sonora as an additional insured party.
 - 6) The insurance policy and endorsements shall not be canceled or non-renewed without first providing thirty (30) calendar days written notice to the City of Sonora's Community Development Department by certified mail, return receipt requested, at 94 N. Washington Street, Sonora, CA 95370.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City of Sonora. At the City of Sonora's options, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- G. Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the City of Sonora. Required evidence of insurance shall be filed with the City of Sonora's Community Development Department on or before commencement of performance of this Contract. Current evidence of insurance shall be kept on file with the City of Sonora's Community Development Department at all times during the term of this Contract.
- H. Unsatisfactory Policies: If at any time any of the policies or endorsements are unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the City of Sonora, a new policy or endorsement shall be promptly obtained and evidence submitted to the City of Sonora for approval.

- I. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Contract may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: SB1 Road Maintenance and Rehabilitation Account Funding

RECOMMENDATION

Adopt Resolution No. 04-18-2022-D approving the list of projects to receive FY22-23 Road Maintenance and Rehabilitation Account Funding (RMRA) including the Snell Street Project and the Linoberg/Bradford Street repair.

DISCUSSION

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation, and critical safety needs on both State and Local roads, SB1 increased per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees. It also provided for inflationary adjustments to tax rates in future years.

In order to be eligible for RMRA funding, statute requires cities to provide basic annual projects reporting to the California Transportation Commission. All projects proposed to receive funding must be included in an approved budget and list adopted by the City Council at a regular public meeting.

Eligible projects include:

- Road Maintenance and Rehabilitation
- Safety Projects
- Traffic Control Devices

The List of Proposed Projects are:

- Location: Snell Street
Project: Overlay and Striping
Useful Life: 20 Years
With an estimated completion date in FY22/23
Estimated Cost of Project \$504,000
- Location: Linoberg Street and Bradford Street
Project: Repair Failed Retaining Wall and Curb
Useful Life: 20 Years
With an estimated completion date in FY22/23.
Estimated Cost of Project \$137,000

FISCAL IMPACT

SB 1 will provide RMRA funds totaling to approximately \$111,000 in the FY 2022-23, bringing the total available funds to approximately \$480,000. There are also Highway User Tax funding available to fully fund these projects.

ATTACHMENTS

- Resolution No. 04-18-2022-D

RESOLUTION 04-18-2022-D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$111,000 in RMRA funding in Fiscal Year 2022-23 from SB1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Project Priority List to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "at-risk" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

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. List. The following list of proposed projects will be funded in-part or solely with fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues:

1. Location: Snell Street (City Limits to Bonanza)

Project: Overlay and Striping

Useful Life: 20 Years

With an estimated completion date in FY22/23

2. Location: Linoberg Street and Bradford Street

Project: Repair Failed Retaining Wall and Curb

Useful Life: 20 Years

With an estimated completion date in FY22/23.

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 April 18, 2022, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated: 4/18/2022

Matt Hawkins

Mayor of the City of Sonora

ATTEST: _____

Deputy City Clerk



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Douglas L. White, City Attorney

SUBJECT: Ordinance No. 882 of the City Council of the City of Sonora Amending Title 7, Integrated Waste Management, of the Sonora Municipal Code to Regulate the Disposal of Recyclable and Organic Materials.

RECOMMENDATION

Waive second reading and adopt Ordinance No. 882 of the City of Sonora Amending Title 7, Integrated Waste Management, of the Sonora Municipal Code to regulate the disposal of recyclable and organic materials.

DISCUSSION

In September 2016, Governor Brown signed into law Senate Bill 1383 ("SB 1383") establishing methane emissions reduction targets in a state-wide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. Methane emissions result from the decomposition of organic waste in landfills and are a source of greenhouse gas (GHG) emissions. SB 1383 directs the Department of Resources Recycling & Recovery ("CalRecycle") to adopt regulations and requirements to achieve state-wide goals. These goals include achieving a 75% reduction in statewide disposal of organic waste by 2025, and a recovery of 20% or more of currently disposed edible food, directing it toward human consumption.

To meet the state-wide goals of SB 1383 and its January 1, 2022 compliance implementation deadline, CalRecycle has established numerous organic waste disposal program requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste. Compliance with SB 1383 requires the City of Sonora (the "City") to update its solid waste disposal regulations to set protocols and enforcement for self-hauling, requirements for waivers, an inspection and enforcement protocol for organic waste collection service and enforcement of edible food recovery program requirements. Ordinance No. 882 will update the City's solid waste disposal regulations to comply with SB 1383 (the "Ordinance"). SB 1383 imposes a significant change to State and local policy. In order to meet State goals and mandates, the City is required to adopt the proposed Ordinance.

On March 21, 2022, the City Council voted to introduce and waive the first reading of Ordinance No. 882 of the City of Sonora Amending Title 7, Integrated Waste Management, of the Sonora Municipal Code to regulate the disposal of recyclable and organic materials.

Staff recommends the Council waive the second reading and adopt Ordinance No. 882 of the City of Sonora Amending Title 7, Integrated Waste Management, of the Sonora Municipal Code to regulate the disposal of recyclable and organic materials.

FISCAL IMPACT

No fiscal impact to the General Fund.

ENVIRONMENTAL

The Ordinance is not a “project” under the California Environmental Quality Control Act.¹

OPTIONS

1. Waive second reading and adopt the Ordinance; or
2. Continue the item for later consideration of the City Council with direction to City staff for additional analysis; or
3. Reject the proposed Ordinance.

ATTACHMENTS

- Ordinance No. 882

¹ Pub. Resources Code, § 21065.

**THE CITY COUNCIL
OF THE CITY OF SONORA**

ORDINANCE NO. 882

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING TITLE 7,
INTEGRATED WASTE MANAGEMENT, OF THE SONORA MUNICIPAL CODE TO
REGULATE THE DISPOSAL OF RECYCLABLE AND ORGANIC MATERIALS**

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011), which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program; and

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations.

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

SECTION 1. AMENDMENT. Title 7, Integrated Waste Management, of the Sonora Municipal Code shall be repealed in its entirety and replaced with a new Title 7 that shall read as follows:

**Title 7
Integrated Waste Management**

**7.04
General Provisions**

7.04.010 Title And Citation

This title shall be known and may be cited as the "City of Sonora Integrated Waste Management Ordinance."

7.04.020 Findings

Between 1989 and 1994 the county of Tuolumne has experienced insufficient revenues to adequately fund solid waste management, increased costs to meet state and federal mandates for environmental compliance and waste diversion, and illegal storage and disposal of solid waste. The County also faces the prospect of having no landfill for its residents to dispose of their solid waste. The Sonora city council finds, in order to preserve the environment and protect the health and safety and quality of life of the residents of the city, there is a need to provide for a stable, regular, efficient and adequately funded solid waste management system. The city also finds that it is necessary to regulate certain solid waste management issues to provide adequate solid waste management and recycling services as mandated by federal and state law, and to insure that those services are provided at affordable rates to the ratepayers.

7.04.030 Purpose

Pursuant to Division 30 of the Public Resources Code (sections 40000 et seq.), this title is adopted to provide for an integrated solid waste management system which shall preserve the public health, safety, welfare, convenience and necessity and provide for a stable revenue source with which the city and authorized service provider(s) may furnish adequate management of solid waste.

7.04.040 Inspections and Investigations.

A. The city administrator, or his or her designee, are authorized to conduct any inspections, remote monitoring, or other investigations as reasonably necessary to further the goals of this title, subject to applicable laws. This may include inspections and investigations, at random or otherwise, of any collection container, collection vehicle load, or transfer, processing, or disposal facility to confirm compliance with this title, subject to applicable laws. This section does not allow entry in a private residential dwelling unit for inspection. For the purposes of inspecting commercial collection containers for compliance, the city administrator or his or her designee, may conduct container inspections for prohibited container contaminants using remote monitoring, and commercial businesses shall accommodate and cooperate with the remote monitoring.

B. A person subject to the requirements of this title shall provide or arrange for access during all inspections (with the exception of a private residential dwelling unit) and shall cooperate with the city administrator, or his or her designee, during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this title. Failure to provide or arrange for: (i) access to the premises; (ii) installation and operation of remote monitoring equipment, if a remote monitoring program is adopted; or (iii) access to records for any inspection or investigation is a violation of this title and may result in penalties.

C. Any records obtained by the city administrator, or his or her designee, during inspections, investigations, remote monitoring and other reviews shall be subject to the requirements and applicable disclosure exemptions of the California Public Records Act as set forth in Government Code section 6250 et seq.

D. The City, contractor or designee shall accept written complaints from persons regarding an entity that may be potentially non-compliant with this title.

7.04.050 Enforcement; Penalties

A. Any person violating any of the provisions of this title shall be guilty of a misdemeanor and subject to a fine of up to one thousand dollars, imprisonment of up to six months or both. Each day a violation is committed or permitted to continue shall constitute a separate offense.

B. As an alternative to criminal enforcement, both the city and franchisee or permittee have the independent authority to civilly enforce any provision of this title. The city administrator may invoke these remedies, or any of them, whenever deemed appropriate.

C. A franchisee or permittee authorized to provide collection and transport of recyclables shall have authority to seek treble damages, to the same extent as a recycling agent, pursuant to California Public Resources Code section 41953.

D. A violation of any provisions of this title shall constitute grounds for issuance of a notice of violation. The city administrator, or his or her designee, may issue a notice of violation requiring compliance within sixty (60) days or sooner of issuance of the notice.

E. Absent compliance within the deadline set forth in the notice of violation, the city administrator his or her designee, shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's standard procedures or the standard procedures of its designated enforcement agency.

Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations, and fines. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources

D. Authority for the enforcement of this title shall be vested in the city administrator.

7.04.060 Appeals To The Council

A decision of the city administrator, expressly made subject to review under this section, shall be set for a hearing only upon a written request made to the city clerk, by an aggrieved person, not more than fifteen calendar days following the date of the decision being reviewed. The city clerk

shall set the matter for hearing not more than sixty days following receipt of the written request and shall give written notice of the time, date and place of hearing to the appellant, applicant, permittee or franchisee as applicable and the city administrator. The entire matter shall be reviewed by the council relying solely upon evidence presented at the hearing. At the hearing the appellant shall have the burden of proof, unless provided otherwise. The council shall issue its decision within fifteen days after the close of the hearing on the appeal. The council may uphold, conditionally uphold, or revise the decision of the city administrator and shall return the matter to the city administrator for action in conformance with the council's decision.

7.08 Definitions

7.08.010 General Rules For Interpretation

Unless the context otherwise requires, the following definitions set out in this chapter shall be used in the interpretation and construction of this title.

7.08.020 Act

"Act" means the California Integrated Waste Management Act of 1989 (commencing with Section 40000 of the Public Resources Code), as amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

7.08.030 Buy-Back Recycling Center

"Buy-back recycling center" means a facility that pays a fee for the delivery and transfer of ownership to the facility of source separated materials, for the purpose of recycling or composting.

7.08.040 CCR

"CCR" means the California Code of Regulations. CCR references in this title are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

7.08.050 City Administrator

"City administrator" means the city administrator of the City of Sonora, or his or her designee, which may include city employees.

7.08.060 Collection

"Collection" means to take physical possession of solid waste at, and remove from, the place of generation for transport to a solid waste facility or other recovery activity.

7.08.070 Collection Area

"Collection area" means all those portions of the incorporated area in the city.

7.08.080 Commercial Business or Commercial

"Commercial business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family dwelling, or as otherwise defined in 14 (CCR) Section 18982, subdivision (a)(6).

A multi-family dwelling that consists of fewer than five (5) or more dwelling units is not "Commercial", for the purposes of this title.

7.08.090 Commercial Customer

"Commercial customer" means any person who has established a commercial service account with a franchisee or permittee.

7.08.100 Commercial Edible Food Generator

Commercial edible food generator" means a tier one or a tier two commercial edible food generator as defined in 14 CCR section 18982, subdivisions (a)(73) and (a)(74). Food recovery organizations and food recovery services are not commercial edible food generators.

7.08.110 Commercial Solid Waste

"Commercial solid waste" means municipal solid waste originating from stores, business offices, commercial warehouses, hospitals, schools, health care facilities, military installations, correctional institutions, nonprofit organizations, campgrounds, government offices or complexes of apartments, condominiums, townhomes or mobilehome parks which complex or park contains five or more units.

7.08.120 Commercial Service

"Commercial service" means commercial solid waste collection service or recyclables collection service provided by a franchisee or a permittee under this title to a commercial customer.

7.08.130 Community Composting

"Community composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR section 17855, subdivision (a)(4); or, as otherwise defined by 14 CCR section 18982, subdivision (a)(8).

7.08.140 Composting

"Composting" means the process of controlled biological decomposition of organic waste.

7.08.150 Construction and Demolitions Debris or C&D

"Construction and demolition debris" or "C&D" means used or discarded materials resulting from construction, renovation, remodeling, repair, demolition, excavation or construction clean-up operations on any pavement or structure.

7.08.160 Container or Collection Container

"Container" or "collection container" means, for the purpose of this title, any bin, box or cart used for the purpose of holding solid waste for collection.

7.08.170 Customer

"Customer" means any person requesting services and paying rates regulated by this title.

7.08.180 Curb Service

"Curb service" means collection of waste containers placed by the residential customer adjacent to a street.

7.08.190 Debris Box

"Debris box" means any ten (10) to forty (40) cubic yard container, or any compactor provided by a solid waste generator, placed in the public right-of-way, on city property, private property, or elsewhere in the service area, which is procured by a solid waste generator for their use in the collection of their solid waste. Debris boxes are serviced by means of lifting the entire container, including all contents, onto a designated collection vehicle.

7.08.200 Disposal

"Disposal" means the management of solid waste through transformation at a permitted solid waste facility or through landfill disposal.

7.08.210 Drop-Off Recycling Center

"Drop-off recycling center" means a location or facility which accepts delivery or transfer of ownership of source separated materials for the purpose of recycling or composting, without a monetary transaction.

7.08.220 Dwelling Unit

"Dwelling unit" means one (1) or more rooms with internal access between all rooms, which provide complete independent living facilities for at least one (1) family, including provisions for living, sleeping, eating, cooking, bathing, and sanitary facilities.

7.08.230 Edible Food

"Edible food" means food intended for human consumption, or as otherwise defined in 14 CCR section 18982, subdivision (a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR section 18982, subdivision (a)(18), "Edible Food" is not solid waste if it is recovered and not discarded. Nothing in this title or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

7.08.240 Enforcement Action

"Enforcement Action" means an action of the city to address non-compliance with this ordinance including, but not limited to, issuing administrative notices, citations, fines, penalties, or using other remedies.

7.08.250 Enforcement Agency

"Enforcement Agency" means an entity with the authority to enforce part or all of this title as specified herein. Employees and agents of an Enforcement Agency may carry out inspections and enforcement activities pursuant to this title. Nothing in this title authorizing an entity to enforce its terms shall require that entity to undertake such enforcement except as agreed to by that entity and the City. The City is an enforcement agency for all Sections of this title. The City may choose to additionally delegate enforcement responsibility for certain sections, to other public entities, including the County of Tuolumne.

7.08.260 Exempt Waste

“Exempt waste” means biohazardous or biomedical waste, hazardous waste, medical waste, regulated radioactive waste, waste that is volatile, corrosive, or infectious, waste treatment or processing sludge, contaminated soil and dirt, contaminated concrete, contaminated asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in AB 939 and subsequent legislation, and those wastes under the control of the Nuclear Regulatory Commission.

7.08.270 Food Recovery Organization

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR section 18982, subdivision (a)(25), including, but not limited to: A food bank as defined in Section 113783 of the Health and Safety Code; A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and, A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

7.08.280 Food Recovery Service

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR section 18982, subdivision (a)(26). A food recovery service is not a commercial edible food generator for the purposes of this Title and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR section 18982, subdivision (a)(7).

7.08.290 Food Waste

“Food waste” means food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste and grain waste. Food waste does not include exempt waste.

7.08.300 Franchise

"Franchise" means the authority and obligation to provide services specified in a valid franchise agreement entered into under this title.

7.08.310 Franchisee

"Franchisee" means a person who operates under a franchise agreement with this city entered into pursuant to this title.

7.08.320 Garbage

“Garbage” means all non-recyclable packaging and other waste attributed to normal activities of a service unit. Garbage must be generated by and at the service unit wherein the garbage is collected. Garbage does not include recyclable materials, organic materials, debris from construction and demolition, large items, e-waste, universal waste, hazardous waste, household hazardous waste or exempt waste.

7.08.330 Generators

“Generators,” for the purpose of this title, means a person or entity, including commercial generators and residential generators, that is responsible for the initial creation of organic
{CW112035.4}

materials, or as otherwise defined as “organic waste generator” in 14 CCR section 18982, subdivision (a)(48).

7.08.340 Gross Receipts

"Gross receipts" means all gross operating revenues received from the collection and transport of solid waste or recyclables within the city.

7.08.350 Hauler

“Hauler” means a person who collects material from a generator and delivers it to a reporting entity, end user, or a destination outside of the state. “Hauler” includes public contract haulers, private contract haulers, food waste self-haulers, and self-haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

7.08.360 Hazardous Waste

"Hazardous waste" means the same as described in section 25117 of the California Health and Safety Code which at this time provides:

A. "Hazardous waste" means either of the following:

1. A waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may either:
 - a. Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness;
 - b. Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed.
2. A waste which meets any of the criteria for the identification of a hazardous waste adopted pursuant to section 25141 of the Health and Safety Code.

B. "Hazardous waste" includes, but is not limited to, RCRA hazardous waste.

C. Unless expressly provided otherwise, the term "hazardous waste" shall be understood to also include extremely hazardous waste and acutely hazardous waste as defined in sections 25115 and 25110.02 of the Health and Safety Code.

7.08.370 Industrial Solid Waste

"Industrial solid waste" means solid waste:

- A. As a by-product of the business of processing or manufacturing agricultural, animal or other products or materials;
- B. As a by-product of the business of building construction or demolition; or
- C. As ash from industrial boilers, furnaces and incinerators.

7.08.380 Inspection

“Inspection” means a site visit where a jurisdiction or its designee or designated entity, reviews records, containers, and an entity’s collection, handling, recycling, or disposal of solid waste or

edible food handling to determine if the entity is complying with requirements set forth in this title, or as otherwise defined in 14 CCR section 18982, subdivision (a)(35).

7.08.390 Landfill

"Landfill" means a disposal site as defined by section 40122 of the Public Resources Code.

7.08.400 Local Enforcement Agency Or LEA

"Local enforcement agency" or "LEA" means the county agency designated pursuant to Article 1, Chapter 2, Part 4 (commencing with section 43200) of the Public Resources Code as responsible for enforcement of state solid waste management minimum standards in the city.

7.08.410 Municipal Solid Waste Or MSW

"Municipal solid waste" or "MSW" means all solid waste generated at residences, commercial establishments, and institutions, including construction and demolition debris.

7.08.420 Notice of Violation

"Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

7.08.430 Organic Material or Organic Waste

"Organic material" or "organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR section 18982, subdivision (a)(46).

7.08.440 Other Service

"Other service" means collection of solid waste at any location mutually agreed to by the customer and franchisee or permittee, other than curb, yard and commercial service.

7.08.450 Person

"Person" means any person or persons, firm, association, corporation or other entity acting as principal, agent or officer, servant or employee, for themselves or for any other person, firm or corporation.

7.08.460 Permit

"Permit" means the authority granted under this title for the activities described in Section 7.12.060.

7.08.470 Permittee

"Permittee" means a person holding a valid permit pursuant to this title.

7.08.480 Premises

"Premises" includes a tract or parcel of land with or without habitable buildings or appurtenant structures. (14 CCR section 17225.50) For purposes of this title the word premises includes residential and commercial uses of the land, whether owned, leased, rented or subrented, including every dwelling house, dwelling unit, apartment house or multiple-dwelling building, trailer

or mobile home park, store, restaurant, rooming house, hotel, motel, office building, department store, manufacturing, processing or assembling shop or plant, warehouse and every other place or premises where any person resides, or any business is carried on or conducted within the city.

7.08.490 Prohibited Container Contaminants

"Prohibited container contaminants" means (1) discarded materials placed in the designated recyclables container that are not identified as acceptable source separated recyclables for the City's designated recyclables collection container; (2) discarded materials placed in the designated organic materials collection container that are not identified as acceptable source separated organic materials for the City's designated organic materials collection container; and (3) discarded materials placed in the garbage container that are acceptable source separated recyclables and/or source separated organic materials to be placed in City's designated organic materials collection container and/or designated recyclables collection container, and (4) exempt waste placed in any container.

7.08.500 Recyclable (source separated) materials

Recyclable (source separated) materials" means any material designated to be separated from the waste stream for purposes of recycling. (adapted from Pub. Resources Code, § 41951). This designation shall be made by the city and the authorized collector based on good public practice, ability to receive an acceptable economic return, and feasibility of separating the material from the waste stream at the point of collection. Recyclable materials are currently limited to paper, glass, cardboard, plastics, ferrous metal, and aluminum.

7.08.510 Recycle/Recycling

"Recycle/recycling" means the process of collecting, sorting, cleansing, treating or reconstituting materials that would otherwise be solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. "Recycling" does not include transformation, as defined in section 40201 of the Public Resource Code.

7.08.520 Recyclables

"Recyclables" means those materials that are normally part of the solid waste stream which have market value and can be segregated from other waste materials and recycled and/or composted.

7.08.530 Recycling Container

"Recycling container" means a container which is provided by, or acceptable to, the service providing franchisee or permittee for the sole purpose of containing recyclables that are source separated from the nonrecyclable portion of solid waste.

7.08.540 Residential

"Residential" means, for the purposes of this title, any premise consisting of between one (1) and four (4) dwelling units, and onsite domestic uses accessory to these dwelling units. A multi-family dwelling that consists of fewer than five (5) dwelling units is "Residential", for the purposes of this title.

7.08.550 Residential Customer

"Residential customer" means any person who has established a residential service account with a franchisee or permittee.

7.08.560 Residential Service

"Residential service" means municipal solid waste collection service or recyclables collection service for single-family residences, two-family residences (duplexes), three-family residences (triplexes), four-family residences (quadraplexes), mobile homes, trailers or other residential units as provided by a franchisee or permittee under this title to a residential customer.

7.08.570 Segregated From Other Waste Materials

"Segregated from other waste materials" means any of the following:

- A. The placement of recyclable materials in separate containers;
- B. The binding of recyclable material separately from the other waste material;
- C. The physical separation of recyclable material from other waste material.

7.08.580 Self Haul

"Self-haul" means a person who hauls solid waste, organic waste or recovered material they have generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR section 18982, subdivision (a)(66). "Back-haul" means generating and transporting organic materials to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR section 189881, subdivision (a)(66)(A).

7.08.590 Solid Waste

"Solid waste" has the same meaning as defined in Public Resources Code section 40191, which defines solid waste as all putrescible and non putrescible solid and semisolid wastes, including garbage, recyclable materials, organic materials, demolition and construction wastes, bulky waste, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes with the exception that Solid Waste does not include any of the following wastes: (1) Hazardous waste, as defined in the Public Resources Code section 40141, (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code) and (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code. Recyclable materials and organic materials are a part of solid waste.

7.08.600 Solid Waste Collection Service

"Solid waste collection service" means collection of solid waste originating in the City, by a persons, firms or corporations, and doing so under a contract or franchise agreement with the City.

7.08.610 Solid Waste Facility

"Solid waste facility" or "facility" means a solid waste transfer or processing station including material recovery facilities, a recycling facility, a composting facility, a gasification facility, a

transformation facility, an engineered municipal solid waste conversion facility, and a disposal facility. Solid waste facility additionally includes a solid waste operation that may be carried out pursuant to an enforcement agency notification, as provided in regulations adopted by CalRecycle, or otherwise set forth in the Act.

7.08.620 Solid Waste Manager Or City Administrator

"Solid waste manager" or "city administrator" means the city official or employee authorized by the council to provide specified administrative responsibility under this title.

7.08.630 Source Separate

"Source separate" means the process of removing recyclable materials and organic materials from solid waste at the place of generation, prior to collection, and placing such materials into separate containers designated for recyclable materials and organic materials, or as otherwise defined in 14 CCR section 17402.5, subdivision (b)(4).

7.08.640 Solid Waste Transfer Or Processing

"Solid waste transfer or processing" means receiving solid wastes, temporarily storing, separating, converting or otherwise processing the materials in the solid wastes, or transferring the solid wastes directly from smaller to larger vehicles for transport. "Solid waste transfer or processing" does not include any of the following:

- A. Where the principal function is to receive, store, separate, convert or otherwise process in accordance with state minimum standards, manure.
- B. Where the principal function is to receive, store, convert or otherwise process wastes which have already been separated for reuse and are not intended for disposal.

7.08.650 Tier One Commercial Edible Food Generator.

"Tier one commercial edible food generator" means a commercial edible food generator that is one of the following as defined in 14 CCR section 18982, subdivision (a):

- A. Supermarkets. with gross annual sales of \$2,000,000 or more
- B. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- C. Food service provider, which means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.
- D. Wholesale food vendor, which means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.
- E. Food distributor, which means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

7.08.660 Tier Two Commercial Edible Food Generator

"Tier two commercial edible food generator" means a commercial edible food generator that is one of the following as defined in 14 CCR section 18982, subdivision (a):

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site food facility and 200 or more rooms.

C. Health facility with an on-site food facility and 100 or more beds.

D. Large venue, which means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

E. Large event, which means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

F. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A local education agency facility with an on-site food facility. Local education agency means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to Solid Waste, or as otherwise defined in 14 CCR section 18982, subdivision (a)(40).

7.08.670 Waste Container

"Waste container" means a container that conforms to specifications as otherwise provided in this code, in which solid waste is deposited. This does not include a recycling container in which recyclables are placed.

7.08.680 Yard Service

"Yard service" means collection of waste containers placed at a location mutually agreed to by the residential customer and franchisee or permittee which is not more than one hundred feet from a street.

7.12 Necessary Franchises And Permits

7.12.010 Collection Area Assignment

The council declares that the incorporated area of the city is the assigned collection area. The established collection area, once known as permit collection area, shall now be known as collection area. The boundaries of the collection area are the established city limits.

7.12.020 Franchise Or Permit; Required

Unless exempt as provided in Section 7.12.050, no person shall, in the incorporated area of the city, engage in any of the following activities:

- A. Collection or transportation of solid waste in a collection area without a franchise or permit;
- B Collection or transportation of industrial solid waste inside a collection area without a permit;
- C. Collection or transportation of municipal solid waste inside the collection area without a franchise;
- D. Collection or transportation of recyclables without a permit.

7.12.030 Franchise; Right And Obligation Of Franchisee In Collection Area

A. Except for activities authorized by permit issued pursuant to Section 7.12.060 or exempt pursuant to Section 7.12.050:

1. Within its collection area, a franchisee shall have the exclusive right and obligation to collect or transport all solid waste and recyclables generated within that area and for which service is requested by a customer, and the right to collect source separated recyclables placed by any person who is not a customer for collection by the franchisee. A franchisee, upon request of an applicant for a permit may waive its exclusive right hereunder, and the franchisee's obligation to provide the permitted service is deferred upon issuance of such permit; provided, however, the obligation is deferred only so long as a valid, unsuspended permit is outstanding and the permittee is actually providing the service.
2. As long as there is in force a franchise agreement for the collection of solid waste in the collection area, no further applications for franchises in that area will be accepted by the city; provided, however, applications will be accepted for a collection area if the existing franchise is suspended, or within one hundred eighty days prior to the expiration of the franchise agreement unless the franchisee has exercised any automatic renewal procedure contained within the franchise agreement, and further provided if an application is received, any competing applications must be submitted within forty-five days thereafter.

B. A franchisee providing solid waste collection service to generators within the city shall meet the following requirements and standards for collection of organic materials.

1. Through written notice to the City annually identify the facilities to which they will transport organic materials including facilities for source separated recyclable materials and source separated organic materials.
2. Transport source separated recyclable materials to a facility that recycles those materials and transport source separated organic materials to a facility, operation, activity,

or property that recovers organic materials as defined in 14 CCR, Division 7, Chapter 12, Article 2.

3. Obtain approval from the City to haul organic materials, unless it is transporting source separated organic materials to a community composting site or lawfully transporting construction and demolition debris in a manner that complies with 14 CCR section 18989.1.

7.12.050 Exemptions

A. Persons hauling solid wastes or recyclables from their residences, or solid wastes or recyclables produced in the course of their own business (including building contractors), or persons performing occasional hauling for others without compensation in excess of that which may be generated by such recyclable materials, shall not be required to obtain a franchise or permit but are required to use equipment and methods meeting the standards set forth in this title and other applicable codes, for collection and transport of such materials and are required to deliver solid wastes only to facilities identified and authorized by city.

B Persons collecting and transporting source separated recyclables for charitable purposes shall not be required to obtain a franchise or permit, but are required to use equipment and methods meeting the standards set forth in this title and other applicable codes, for collection and transport of such materials. However, the types and amounts of recyclables delivered to and from the city shall be reported by franchise operator annually.

C. Nothing in this title shall inhibit, regulate or restrict any drop-off or buy-back recycling center from activities, including output from those centers, permitted by Public Resources Code section 40000 et seq., as amended, and the "California Beverage Container Recycling and Litter Reduction Act of 1986."

D. A franchise that provides solid waste collection services shall not be required to obtain a permit to collect recyclables within their collection areas.

7.12.060 Permit; Issuance

A. The city administrator is authorized to issue permits as described in Section 7.12.020 pursuant to the procedure described in Section 7.12.020.

With respect to a permit under subsection A of Section 7.12.020, the city administrator is authorized to issue a permit to a person for providing collection and transportation of solid wastes for special circumstances, if the franchisee waives its exclusive right to the activity for which the permit is sought and a permit application is submitted pursuant to Chapter 7.20. The waiver must be in writing to the city administrator, with a copy to the council, and must describe the service being waived and whether the waiver is limited to any particular person or persons.

7.16 Franchise Requirements

7.16.010 Franchise; Application Contents

A. Applications for a new franchise or modification of an existing franchise shall be made to the city administrator which shall include all the following information:

1. Name and description of the applicant;
2. Permanent home and business address and full local address of applicant;
3. Facts showing that the applicant is able to render efficient service;
4. Such other applicable facts or information as needed by the city administrator.

B. The city administrator may, at his/her option, require photographing and fingerprinting of the persons making application.

C. If an application is received for a new franchise, any competing applications must be submitted within forty-five days thereafter.

7.16.020 Franchise; Operating Plan

Upon application for a franchise as provided for in this title, each applicant shall provide to the city administrator a franchise operating plan. An application for modification shall include only revisions to appropriate sections of the plan.

7.16.030 Franchise; Operating Plan Contents

The components of the operating plan, as specified in other parts of this title, may include any or all of the following:

A detailed description of the manner in which the proposed service will be conducted, including an estimate of the various numbers of units of measure which describe the size and effect of the proposed service. Units of measure may include the number of households serviced by collection, number of users seeking service at a proposed facility, number of yards and density or tonnage of solid waste or recyclables as input and output for a proposed service. The detailed description must also contain the applicant's proposed arrangements for disposal of all solid waste collected or transported either to him/her or by him/her, or as a result of processing or handling, including solid wastes resulting from the collection and transport of recyclables, at an approved disposal site or his/her arrangements for other authorized disposal;

B.A complete description of all trucks and equipment that the applicant owns or has under its control which it proposes to use for providing services under the requested franchise and the address or location and the zoning designations of the parcel or parcels where the trucks and operating equipment will be kept. This description of trucks and equipment must be augmented by evidence showing that the applicant owns or has under his control, in good mechanical condition, sufficient trucks and equipment to adequately conduct the business being proposed. The evidence may be provided in a manner such as an inventory of trucks and equipment which lists the year, make and model, license number, VIN or serial number, registered owner and working condition;

C. A detailed cost projection for operating the applicable service, the profit margin estimated for that service and the cost and revenue basis for the profit margin. The plan shall be based on the projected services to all customers, at the current or anticipated service levels, on a monthly or annual basis. The cost and revenue estimates shall be based entirely on the services for which the application is made, and shall not include cost or revenues from any other services, except cost allocations for assets or labor shared with any other service or business may be included using generally accepted accounting principles. The revenue estimate shall include the proposed rates which will be applicable to all customers of the proposed service;

D. A description of the recordkeeping systems to be used by the applicant to account for the types and quantities of materials to be included in the proposed service recorded separately from the types and quantities of materials included in other services which are not a part of the application;

E. If the applicant is proposing or is obligated to provide residential or commercial recyclables collection services, the following shall additionally pertain to the plan:

1. For residential services the plan must include a description of the means for source separation and collection and the estimated quantities to be collected annually of, at a minimum, the following recyclables:

- a. Newspaper,
- b. Cardboard,
- c. Aluminum cans and containers,
- d. Other metal containers including tin/steel cans,
- e. Glass, and
- f. Plastic.

2. For commercial services the plan must include a description of the proposed means for source separation and collection and the estimated quantities to be collected annually, at minimum, of the following recyclables:

- a. Newspaper,
- b. Cardboard,
- c. Office paper,
- d. Construction and demolition debris and wood wastes.

3. For commercial or residential recyclables collection services, a description of any and all actions to be taken in the event markets for each recyclables designated for collection become unavailable;

F. Identification of the collection area or modification of the collection area in which the applicant is requesting to operate. Such identification shall be in the form of a map depicting existing and proposed boundaries, accompanied by a written description;

G. Presentation of all facts which the applicant believes will show that the public health, safety, welfare, convenience and necessity require the authorization of the requested activity;

H. Any additional components required by the city administrator.

7.16.040 Franchise; Evaluation And Approval; Hearing

A. Upon receipt of a completed application, including a franchise operating plan, the city administrator shall determine if the application and plan and proposed service conform to the requirements of this title. The city administrator shall determine whether the applicant has the necessary equipment and facilities to adequately provide the service applied for and if the applicant meets all the other requirements of this title. The city administrator shall forward the application and plan to the LEA for review and comment. Upon completion of the investigation, the city administrator shall recommend to the council that the application and plan be approved or denied for the requested franchise. If the recommendation is to approve the application or modification, a proposed franchise agreement also will be forwarded to the council for consideration during the public hearing provided for in subsection B of this section.

If the council overturns the recommendation of denial, it may approve, or approve with modifications, the application and plan and return the matter to the city administrator for negotiation of a proposed franchise agreement which will include the modifications determined by the council. A franchise shall be approved by the council only if it determines the public health, safety, welfare, convenience and necessity so require.

B. The council shall hold a public hearing, after having given notice as provided in Government Code sections 66016 and 66018. Following the hearing the council may establish charges if it will further the purposes of this title.

7.16.050 Franchise; Contents Of Agreement

A franchise shall contain at least the following components:

- A. An identification of the collection area, if any, covered by the agreement;
- B. A description of the rights granted and the obligations assumed under the agreement;
- C. A requirement that the franchisee comply with the terms of the approved franchise operating plan;
- D. Adequate insurance to protect the city's interests;
- E. Adequate security to protect the city against financial losses if there is any failure or deficiency in performance by the franchisee;
- F. Provisions for the term of the agreement, renewal and termination;
- G. Hold harmless and indemnification provisions;
- H. A prohibition against assignment or transfer without the consent of the council;
- I. Provisions directing the delivery of waste by collection franchises;

J. Provisions allowing disposers and arrangers to select a disposal site, but if a less expensive (total cost) alternative exists, a customer rate reduction will be implemented unless consent for use of the more expensive site is granted;

K. Franchise fees;

L. Customer rates;

M. Liquidated damages and other remedies for fee delinquencies and performance deficiencies;

N. Dispute resolution and remedies;

O. Provisions requiring operations to be consistent with the source reduction and recycling element;

P. Provisions for buy-out.

7.16.060 Franchise; Recordkeeping, Inspection And Reporting

A. The franchise operator shall maintain detailed books and records of all receipts and expenditures received or incurred in the operation of such business, including all fees collected for services rendered. The records shall include cost accounting components using generally accepted accounting principles reflecting the cost allocation of any assets or labor shared with services or businesses other than the service authorized by the franchise. Upon reasonable notice during normal business hours, the city, its officers and employees, authorized by the city administrator, shall be entitled to inspect, audit and copy such books and records including books and records of any business or service which shares assets or labor with the franchise operator. Items requested by franchisee to be considered confidential are subject to the public records act as it may be amended.

B. The franchise operator providing recyclables collection services shall submit the annual recycling report described in Section 7.20.070. In addition, the report shall contain the following:

1. An estimate of the percentage of services (%P) participating in the recycling collection program and the basis for the estimate, defined as shown:

$$\%P = (\text{Services participating} / \text{total services}) \times 100;$$

2. An estimate of the total percentage (%T) of the waste stream being diverted through the recycling collection program and the basis for the estimate, defined as shown:

$$\%T = (\text{Recyclables collected} / \text{total wastes collected}) \times 100;$$

3. A summarized accounting of operational costs incurred in the performance of collection, processing and marketing of recyclables including the cost of recycling containers, collection methods, etc.;

4. A summarized accounting of revenues received from the sale of recyclables;

5. Statement of net operating profits or losses (Net) from the recycling operations, defined as follows:

Net = Revenue from sales - operational costs.

7.16.070 Franchise; Annual Financial Report

A. A franchisee, at its expense, shall annually provide the city administrator, at his/her option, with a copy of a reviewed financial statement or an unqualified audit within one hundred twenty days after the close of its fiscal year. The reviewed financial statement or unqualified audit shall be prepared by a certified public accountant or licensed public accountant. The accountant shall be independent of the franchisee and shall have no financial interest whatsoever in the business of the franchisee. The city finance director or designee shall specify the form and detail of either the annual reviewed financial statement or unqualified audit. In the event of failure to provide any such report, the administrator may employ a qualified accountant to prepare the report and the franchisee, in such case, shall be liable for and pay the costs and expenses incurred.

B. The city administrator shall review the financial information and if it appears a rate modification may be in the public interest, a recommendation may be forwarded to the city pursuant to Chapter 7.28. Additionally, the city administrator may recommend any modification to the franchise agreement as provided therein.

7.16.080 Franchise; Notification Of Enforcement

A. If the franchisee is found to in violation of any of the provisions of this title, the city administrator shall notify the franchisee of such violation in writing. The franchisee shall respond in writing to the city administrator within five working days of receipt of the complaint and shall address the complaint to the satisfaction of the administrator. The city administrator may, from time to time, extend to the franchisee additional time necessary to rectify the complaint. This remedy shall be in addition to any other enforcement provisions contained in the franchise agreement or this title.

B. Upon written notification by the city administrator that its obligation to provide services under Section 7.12.030(A) is no longer deferred, the franchisee shall, within seven days, commence providing the service.

7.16.090 Franchise; Fee

The franchisee shall pay an annual fee on or before July 1st of each year in an amount set forth by city resolution. In addition to the annual fee, the franchisee shall pay a franchise fee as provided in the franchise agreement. The franchise fee may be reviewed and modified by the council from time to time upon recommendation of the city administrator after a public hearing thereon pursuant to Section 7.16.040(B).

7.16.100 Franchise; Transfer

A franchise is considered to be in the nature of personal services contract on behalf of the citizens of the city, and cannot be transferred or assigned without the written consent of the council.

7.20 Permit Requirements

7.20.010 Permit; Application Contents

Applications for a new permit or modification of an existing permit shall be in the same manner as provided in Section 7.16.010. Applications for permits within the collection area will only be considered after the city administrator receives the waiver as per Section 7.12.060(A).

7.24 Solid Waste Collection Regulations

7.24.010 Collection Requirements

Franchisee and permittees shall conform with the approved franchise or permit operating plan, including the following conditions:

A. Except as provided in subsection B of this section, the franchisee and permittee providing MSW collection shall provide not less than one regular weekly collection of solid wastes to all residential customers and, unless otherwise ordered by the health officer (LEA), not less than one regular weekly collection of solid wastes to all commercial customers.

B. Recyclables which have been source separated and properly stored or contained may be collected less frequently than weekly, as agreed to by the franchisee or permittee and the residential or commercial customers.

C. No franchisee or permittee shall collect solid wastes or recyclables within the residential areas earlier than six a.m. nor later than seven p.m. or on Sundays, except in emergencies or with the approval of the city administrator, which may be given under unusual circumstances and subject to appropriate conditions on a temporary or permanent basis.

D. At a minimum, MAW collection services provided by franchisee shall be as follows:

1. Curb service;
2. Yard service;
3. Commercial service; and
4. Other service.

E. Any service for the collection or transportation of solid wastes within a collection area must have a rate established pursuant to Chapter 7.28.

7.24.020 Collection Equipment Standards

All equipment used for the collection or transportation of solid wastes or recyclables, including wet or liquid-producing materials or materials composed of fine particles, by any person, shall be nonabsorbent, leak-resistant, durable, easily cleaned and designed for safe handling, and constructed to prevent loss of wastes or recyclables from the equipment during collection and transportation. All solid waste collections shall be made as quietly as possible and noise abatement shall be a consideration of vehicle and equipment inspections and approval. All equipment shall be maintained in good condition and cleaned in a frequency and in a manner so as to prevent the propagation or attraction of flies, rodents or other vectors and the creation of nuisances.

7.24.030 Vehicle Identification

All equipment shall be clean, sanitary and clearly marked on each side with the truck number, name and telephone number of the franchisee or permittee.

7.24.050 Privacy Act

Other than as necessary to accomplish authorized load checking, franchisees and permittee collecting MSW or recyclable from residential or commercial customers shall not invade the privacy of the disposer by exploring the discarded material. Neither shall the franchisee or permittee harass or embarrass the disposer by publicly displaying items found by the franchisee or permittee in the disposer's discarded material.

7.24.090 Maintenance Of Storage Containers

Where the franchisee furnishes reusable storage containers for solid wastes or recyclables, the franchisee is responsible for maintaining the containers in good condition, ordinary wear and tear excepted, unless the containers were furnished under other terms, conditions or agreements in which event the person so obligated shall provide the required maintenance.

7.24.100 Headquarters And Telephone Listing Requirements

Franchisee shall maintain a fixed headquarters and telephone listed in the franchisee's or permittee's business name. The franchisee shall, during usual business hours of each day, except weekends and holidays, have a competent adult person available to answer inquiries and receive complaints from the public. The telephone shall be on an exchange so as to be toll free to residents of the area served by the franchisee, and shall be listed in the telephone book of the area served. The franchisee shall notify the city administrator in writing within seven days after any change in business name, address or telephone number.

7.24.110 Customer Complaints

The franchisee shall establish a process for receiving and acting upon customer complaints. The franchisee or permittee shall inform customers of the procedure for filing a complaint and shall provide forms for such purpose. The franchisee shall maintain, at their headquarters, a record of all customer complaints filed, including the date and time of complaint; the name, address, telephone number and nature of such complaint; date of action and disposition of the complaint so that they will be available for review by the city administrator and/or health officer at all reasonable times. All inquiries and complaints shall be promptly answered and dealt with to the satisfaction of the city administrator and/or health officer.

7.24.120 Firm Name And Telephone Number Required On All Commercial Containers

Every franchisee shall place and maintain on the outside of all owned commercial containers of one cubic yard capacity or larger, in legible letters and numerals, not less than two inches in height, the franchisee's or permittee's firm name and telephone number. Every franchisee shall at all times keep such containers and lids in good repair, painted so as to be uniform in appearance and maintained in a clean and sanitary condition.

7.24.130 Service To Be Provided When Requested

Unless deferred pursuant to Section 7.12.030(A), a franchisee shall provide solid waste collection and transport service to any customer located within the collection area if such service is requested. Upon request of any person seeking services within a collection area, the franchisee shall promptly submit an application for modification pursuant to Chapter 7.16 to establish a new service and rate.

7.24.140 Denial Of Service For Failure To Pay Bill Or Noncompliance

A. The franchisee may deny service to any customer by reason of the failure of the customer to pay his/her charges as authorized by this title. After giving fifteen days' written notice to the customer to comply, the franchisee shall notify the customer, in writing, of any service refusal with written notification to the customer, the LEA and the city administrator.

B. A franchisee may deny collection of some solid waste or recyclable if:

1. The solid waste contains hazardous wastes;
2. The solid waste deposited in containers or the placement of the containers does not comply with specifications as otherwise provided in the code;
3. The waste containers are loaded in excess of the approved weight as provided in specifications otherwise provided in the code;
4. The recyclable contains solid waste or other nonrecyclable material;
5. The recyclables are not deposited in recycling container, or the placement of the container does not comply with specifications as otherwise provided in the code;
6. The recycling or waste containers are not loaded properly, or are not placed for safe handling and pickup;
7. The solid waste is not properly containerized as provided in specifications otherwise provided in the code;
8. Any material placed for collection is not acceptable at a facility to which the material is destined.

C. In such cases where the franchisee denies collection of solid waste or recyclable, the franchisee must leave a note, card, label or tag in a conspicuous location that describes the reasons the container could not be collected.

7.24.150 Billing; Required Information; Method Of Collection

- A. The franchisee shall send out a detailed notice on all solid waste collection rates to all customers within the applicable collection areas at least once each year.
- B. The franchisee shall send out a detailed notice on all proposed rate changes made pursuant to Chapter 7.28 to all customers within the applicable collection areas.
- C. The residential and commercial solid waste charges established by resolution of the council shall be billed and collected by the franchisee.

7.24.160 Collection by Franchisee

- A. It is mandatory for every person in the City to subscribe to the solid waste collection service provided by the franchisee.
- B. All solid waste, except as otherwise provided, shall be placed within collection containers provided by the franchisee. A mandatory obligation is imposed on every person in the City to source separate all recyclable material and organic materials from the garbage generated on the premise. Generators shall place source separated organic materials, including food waste, in the franchisee provided organic materials collection

container; place source separated recyclable materials in the contractor provided recyclable material collection container; and place garbage in the contractor provided approved garbage collection container. Generators shall not place prohibited container contaminants into the garbage collection container, organic materials collection container or recyclable material collection container.

C. Generators shall arrange for a size, quantity and collection frequency of collection containers to adequately store all solid waste generated in connection with the residence or business between the times designated for collection service. The City shall have the right to review the number and size of such collection containers to evaluate the adequacy of capacity provided for each type of collection service and to review the separation and containment of materials. Generators shall adjust service levels for their collection services as requested by the City in order to meet the standards set forth in this title.

D. Nothing in this title shall prohibit a generator from self-hauling solid waste as described in Section 7.24.200.

E. Generators may manage their organic materials by preventing or source reducing their organic materials, managing organic materials on site, and/or using a community composting site pursuant to 14 CCR section 18984.9, subdivision (c), to the extent permitted by other applicable laws.

F. Generators shall provide or arrange for access during all inspections and investigations (with the exception of a private residential dwelling unit) and cooperate with the City contractor during such inspections and investigations as described in Section 7.04.040.

7.24.170 Residential Generator Requirements.

Each residential generator shall subscribe to a level of solid waste collection service with the franchisee that is sufficient to handle the volume garbage, recyclable material, and organic materials generated or accumulated on the premises and comply with requirements of those collection services.

7.24.180 Commercial Generator Requirements.

Commercial generators shall comply with the following requirements.

A. Each commercial generator, including all multi-family dwellings that consist of five dwelling units or more, large events and large venues shall be responsible for compliance with the requirements of this Section.

B. Each commercial generator shall subscribe to a level of service with an authorized collector that is sufficient to handle the volume of garbage, recyclable materials and organic materials generated or accumulated on the premises. Additionally, each commercial generator shall ensure the proper separation of solid waste, as established by the authorized collector, by placing each type of material in designated collection containers, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on-site conduct proper source separation of solid waste.

C. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors, conforming with requirements of this section, for employees, contractors, tenants, and customers, consistent with the solid waste collection service.

D. Annually provide information to employees, contractors, tenants, and customers about organic materials recovery requirements and about proper sorting of solid waste.

E. Provide educational information before, or within, fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated organic materials and source separated recyclable materials separate from garbage (when applicable) and the location of collection containers and the rules governing their use at each property.

F. Accommodate and cooperate with the authorized collector's monitoring program for inspection of the contents of containers for prohibited container contaminants, to evaluate generator's compliance.

G. If a commercial generator self-hauls, the commercial generator shall meet the self-haul requirements in Section 7.24.200.

Commercial generators, excluding multi-family dwellings consisting of five or more dwelling units, shall comply with the following requirements.

H. Excluding multi-family dwellings consisting of five or more dwelling units, provide containers for the collection of source separated organic materials and source separated recyclable materials in all indoor and outdoor areas where garbage collection containers are provided for customers, for materials generated onsite. Such containers do not need to be provided in restrooms. If a commercial generator does not generate any of the materials that would be collected in one type of collection container, then it is not required to provide that type of collection container in all areas where garbage collection containers are provided for customers. Pursuant to 14 CCR section 18984.9, subdivision (b), the collection containers shall have either:

1. A body or lid that is gray or black for collection of garbage, blue for collection of recyclable materials, and green for collection of organic materials. A commercial generator is not required to replace functional collection containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those collection containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

I. Excluding multi-family dwellings consisting of five or more dwelling units, to the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the solid waste collection service.

J. Excluding multi-family dwellings consisting of five or more dwelling units, Periodically inspect collection containers for prohibited container contaminants and inform employees if containers are contaminated and of the requirements to keep prohibited container contaminants out of such containers pursuant to 14 CCR section 18984.9, subdivision (b)(3).

K. Commercial generators that are commercial edible food generators, as defined in Chapter 7.08, shall comply with food recovery requirements, pursuant to Section 7.24.220.

7.24.190 Waiver for Collection Services.

A. Pursuant to 14 CCR section 18984.11, the city may grant waivers to commercial businesses. The city administrator may either approve or deny the following waiver requests.

1. De Minimis Waivers: The city administrator may waive a commercial business' obligation to comply with some or all the mandatory collection service requirements of Section 7.24.180 for organic materials collection service if the commercial business' meets the following requirements:

a. Submit an application specifying the type of waiver requested and provide documentation as described below.

b. Provide documentation that either:

i. The commercial business receives two or more cubic yards of weekly solid waste collection service (as measured in conformance with subsection iii) and disposed organic materials comprises less than 20 gallons per week of the business' total weekly solid waste volume; or

ii. The commercial business receives less than two cubic yards of weekly solid waste collection service (as measured in conformance with subsection iii) and disposed organic materials comprises less than 10 gallons per week of the business' total weekly solid waste volume.

iii. For the purposes of subsections (i) and (ii) above, weekly solid waste collection shall be the sum of weekly garbage container volume, recyclable material container volume and organic materials container volume, measured in cubic yards.

c. Notify the City within thirty (30) days if circumstances change such that volume of commercial business' disposed organic materials placed in collection containers exceeds threshold required for waiver, in which case waiver will be rescinded.

d. Provide written verification of eligibility for de minimis waiver every five years if the City has approved de minimis waiver.

2. Physical Space Waivers: The City may waive a commercial business' obligations to comply with some or all of the recyclable materials and/or organic materials collection service requirements if the City has evidence from its own staff, a hauler, licensed

architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with collection service requirements. A commercial business or property owner may request a physical space waiver through the following process:

- a. Submit an application form specifying the type(s) of collection services for which they are requesting a waiver from mandatory collection service.
- b. Provide documentation that the premises lacks adequate space for the recyclable materials collection containers and/or organic materials collection containers including documentation from its authorized collector, licensed architect, or licensed engineer.
- c. Provide written verification to the City that it is still eligible for physical space waiver every five years if the City has approved application for a physical space waiver.

7.24.200 Self-haul requirements.

A. Self-Haulers shall haul their source separated recyclable materials and organic materials to a facility that recovers those materials; and haul their source separated organic materials to a solid waste facility, operation, activity, or property that processes or recovers source separated organic materials.

B. Self-haulers that are commercial businesses shall keep a record of the amount of organic materials delivered to each solid waste facility, operation, activity, or property that processes or recovers organic materials. Receipts and records shall be subject to inspection by request of the city administrator. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic materials.
2. The amount of material in cubic yards or tons transported by the generator to each entity.

7.24.210 Solid waste facility and community compost requirements.

A. Owners of facilities, operations, and activities that recover organic materials, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

B. Community composting operators, upon the City's request, shall provide information to the City to support organic materials capacity planning, including, but not limited to, an estimate of the amount of organic materials anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

7.24.220 Commercial Edible Food Generator Requirements.

A. Tier one commercial edible food generators must comply with the requirements of this section commencing on January 1, 2022, and tier two commercial food generators must comply commencing January 1, 2024, pursuant to 14 CCR section 18991.3.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.

2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (a) the collection of edible food for food recovery; or (b) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

4. Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR section 18991.4:

- a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR section 18991.3, subdivision (b).

- b. A copy of all contracts or written agreements established under 14 CCR section 18991.3, subdivision (b).

- c. A record of the following information for each of those food recovery services or food recovery organizations:

- i. The name, address and contact information of the food recovery service or food recovery organization.

- ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

- iii. The established frequency that food will be collected or self-hauled.

- iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

D. Nothing in this title shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education

Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

7.24.230 Food recovery organization and food recovery service requirements.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR section 18991.3, subdivision (b), shall maintain the following records, or as otherwise specified by 14 CCR section 18991.5, subdivision (a)(1):

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.
4. The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR section 18991.3, subdivision (b), shall maintain the following records, or as otherwise specified by 14 CCR section 18991.5, subdivision (a)(2):

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.
3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR section 18991.3, subdivision (b) shall annually report to the City it is located in the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR section 18991.3, subdivision (b) no later than April 1 of each year.

D. In order to support edible food recovery capacity planning assessments or other studies conducted by the county, city, special district that provides solid waste collection services, or its designated entity, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

7.28 Customer Rates

7.28.010 Franchise; Charges To Customers

The franchise operator may charge rates for services that do not exceed those approved by the council pursuant to Chapter 7.16, or as modified pursuant to Section 7.28.020.

7.28.020 Franchise And Permits; Rate Modification

Rates may be modified as provided below:

A. If any charges are modified by the council for solid waste services necessarily used by a franchisee in providing services, the city administrator may approve, in writing, an appropriate rate modification. If the proposed modification will result in an increase, each franchisee must make application in writing to the council and include updated information as provided by Section 7.16.030(C). The city administrator shall (within thirty days of receipt of all information necessary to evaluate the request) refer the matter to the council for consideration after a hearing pursuant to Section 7.16.040(B).

B. Any franchisee may petition the council for, or the council on its own motion may initiate, a modification of the rates. A petition may not be submitted more than twice in the first year of the franchise, or the first year in which charges are established for services provided under a permit, and once per year during subsequent years, unless the modification request is based on waste disposal costs over which the franchisee or permittee has no control and that were or will be incurred as a result of some action of a public entity. The council shall hold a hearing pursuant to Section 7.16.040(B). After considering all of the evidence at the hearing, the council may modify the rates.

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

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

SECTION 4. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on the 21st of March, 2022, and passed and adopted as Ordinance No. 882 at a regular meeting of City Council held on the 18th of April, 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED:

ATTEST:

Matt Hawkins
Mayor of the City of Sonora

Jackie Smith
Deputy City Clerk of the City of Sonora

APPROVED AS TO FORM:

Douglas L. White
City Attorney of the City of Sonora



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: An Ordinance of the City Council of the City of Sonora to Adopt a Military Equipment Use Policy

RECOMMENDATION

Waive second reading and adopt Ordinance No. 883 for the Sonora Police Department's policy on military equipment use as required by Assembly Bill 481.

DISCUSSION

The Sonora Police Department seeks the City Council's adoption of the attached Military Equipment Use Policy to allow the department to continue using the vital equipment specified therein.

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 (AB 481) relating to the use of military equipment by law enforcement agencies. AB 481, codified in California Government Code sections 7070 through 7075, requires that any law enforcement agency seeking to use existing or new military equipment to create a military equipment use policy, presenting the policy for governing body approval by ordinance, and produce annual reports pertaining to the policy and use of military equipment. A Military Equipment Use Policy must include:

1. A description of the military equipment, the quantity sought, its capabilities, and expected lifespan.
2. The purposes and authorized uses of the military equipment.
3. The fiscal impact of acquiring and maintaining each type of military equipment.
4. The legal and procedural rules that govern the use of the military equipment.
5. The training required to use the military equipment.
6. The compliance mechanisms to enforce the Military Equipment Use Policy.
7. The procedure for the public to register complaints or submit questions about the military equipment.

The proposed ordinance seeks to approve the Sonora Police Department's Military Equipment Use Policy, which outlines each item identified in Government Code section 7070 that the City currently owns or uses. The identified equipment includes:

1. Unmanned, remotely piloted, air or ground vehicles, such as drones.
2. Armored vehicles.
3. Humvees.
4. Battering rams.
5. Firearms and ammunition of .50 caliber or greater, not including shotguns and shotgun ammunition.
6. Flashbangs and other explosive breaching tools.
7. Rubber bullets and other associated specialty impact munitions.

The proposed policy has been made publicly available on the department's website. Each calendar year, an annual military equipment report will be submitted to City Council for as long as military equipment is maintained by the department. Future acquisitions of any item deemed "military equipment" will require a further public meeting, policy updates, and City Council approval.

Items identified as military equipment by AB 481 are resources used in overall best practices for law enforcement agencies throughout the country. For example, the 1997 North Hollywood Bank of America shooting exemplified the need for more effective options for law enforcement, such as patrol rifles and armored rescue vehicles. In addition, military equipment items are field-tested tools used to enhance the safety of communities and the officers that serve them.

On March 21, 2022, the City Council voted to introduce and waive the first reading of Ordinance No. 883 for the Sonora Police Department's policy on military equipment use as required by Assembly Bill 481.

Staff recommends the Council waive the second reading and adopt Ordinance No. 883 for the Sonora Police Department's policy on military equipment use as required by Assembly Bill 481.

FISCAL IMPACT

No budget adjustment would be required. Annual maintenance costs to support this equipment have already been budgeted.

ATTACHMENTS

- Ordinance No. 883

**THE CITY COUNCIL
OF THE CITY OF SONORA**

ORDINANCE NO. 883

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING TITLE 9,
PUBLIC PEACE, MORALS AND WELFARE, OF THE SONORA MUNICIPAL CODE TO ADD
CHAPTER 9.70, ADOPTING A MILITARY EQUIPMENT USE POLICY**

WHEREAS, On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body by an ordinance adopting a military equipment use policy at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "Military Equipment" is defined in California Government Code section 7070; and

WHEREAS, The Sonora Police Department currently has items in its inventory deemed to be Military Equipment under the provisions of Assembly Bill 481, and California Government Code 7070 through 7075; and

WHEREAS, The Sonora Police Department has established a Military Equipment Use Policy that meets the requirements set forth in Assembly Bill 481; and

WHEREAS, The Military Equipment identified in the Sonora Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives for officer and civilian safety; and

WHEREAS, The Sonora Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

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

SECTION 1. AMENDMENT. Title 9, Public Peace, Morals and Welfare, of the Sonora Municipal Code shall be amended to add Chapter 9.70, Military Equipment Use Policy Adoption, that shall read as follows:

Chapter 9.70

MILITARY EQUIPMENT USE POLICY ADOPTION

Sections:

9.70.010

Findings.

9.70.020

Determinations.

9.70.010

Findings.

A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

{CW112060.4}

Ordinance No. 883 – Military Equipment Use Policy Ordinance

- 1 -

- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term military equipment is defined in California Government Code section 7070.
- C. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes the determinations established in California Government Code Section 7070, subdivision (d)(1).
- D. The proposed military equipment use policy is found within Sonora Police Department Policy and Procedural manual.
- E. Sonora Police Department Policy was published on the Sonora Police Department's internet website on February 17, 2022. In addition, the Sonora Police Department, Military Equipment Use Policy was presented to City Council on March 21, 2022.
- F. The Sonora Police Department, Military Equipment Use Policy, meets the requirements of California Government Code section 7070, subdivision (d).

9.70.020 Determinations.

Based on the findings above, in addition to the information provided to the City Council at the public meeting, the City Council determines as follows:

- 1. The military equipment identified in the Sonora Police Department, Military Equipment Use Policy, is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
- 2. Sonora Police Department, Military Equipment Use Policy, will safeguard the public's welfare, safety, civil rights, and civil liberties.
- 3. The military equipment identified in the Sonora Police Department, Military Equipment Use Policy, is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- 4. Sonora Police Department, Military Equipment Use Policy, is approved and adopted.

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

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

{CW112060.4}

Ordinance No. 883 – Military Equipment Use Policy Ordinance

SECTION 4. CERTIFICATION OF COUNCIL ADOPTION AND APPROVAL. This Ordinance was introduced at a regular meeting of the City Council held on the 21st day of March, 2022, and passed and adopted as Ordinance No. 883 at a regular meeting of City Council held on the 18th day of April, 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED:

ATTEST:

Matt Hawkins
Mayor of the City of Sonora

Jackie Smith
Deputy City Clerk of the City of Sonora

APPROVED AS TO FORM:

Douglas L. White
City Attorney of the City of Sonora

Published: The Union Democrat, Sonora
March 18, 2022

{CW112060.4}

Ordinance No. 883 – Military Equipment Use Policy Ordinance

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CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: CDBG Program Income Grant Applications

RECOMMENDATION

Adopt Resolution No. 04-18-2022-B Approving applications for funding and authorizing the execution of a grant agreement and any amendments thereto for the State Community Development Block Grant (CDBG) Program Income and authorize the subsequent budget adjustment is the amount of \$14,000 to Adams Ashby for grant application development and submittal (Requires 4/5th Vote.)

DISCUSSION

The City of Sonora has successfully completed several Community Development Block Grant (CDBG) funded programs and projects over the past several years, some of which generate Program Income. Program Income is defined as the gross income that is directly generated from a CDBG funded activity (such as homebuyer loans, housing rehabilitation loans, etc.). Program Income is regulated by the State Department of Housing and Community Development (HCD); the City's Program Income must be obligated to a project(s), or it must be paid back to the State. The City needs to obligate \$1,046,000 in Program Income by June 30, 2022.

These funds have been generated from various loan repayments, including a payoff of \$500,000 for the Stewart Street Apartment Project, remitted to the City on June 3, 2021. Staff evaluated eligible uses for these funds and possible City projects. In addition to the proposed Fire Department Project, staff considered utilizing these funds for the Stewart Street Shelter Project. Although the City received a rough estimate for the rehabilitation of the shelter from Land and Structure, a firm will need to be procured to prepare the plans, specifications, and engineer's estimate for the project. The city has \$618,000 in the LMIHF funds to be used for a Request for Proposal (RFP) for plans and specifications. An RFP will be issued in FY22/23. Once designed, the city will apply for Over the Counter (OTC) CDBG funds for construction in 2023. It is estimated that there will be \$2.5 million available by that time for construction. Staff is therefore recommending that emergency and fire protection services be the number one priority for the City in the utilization of the available CDBG Program Income, especially following the Washington Fire.

The Sonora Fire Department has requested funding to replace the 1996 Type One Fire Engine with two fire engines, a Type Three for wildland fire response, and a Type Six for quick attach/emergency medical response. The Department's current Type One Engine is 26 years old, and the National Fire Protection Agency (NFPA) recommends that an engine's in-service/reserve life be no longer than 20 years. Both proposed engines will provide more efficient equipment for specific emergency responses. The Department has also requested funding to replace a non-operational/non-compliant diesel engine exhaust removal system that is critical for staff safety. The current system is no longer supported and parts to fix the system are no longer available. The final request from the Fire Department is to

purchase new self-contained breathing apparatuses (SCBA) to replace outdated/out of service equipment that cannot currently be replaced due to City budget constraints. The current SCBAs are 16 years old and are noncompliant with NFPA standards. All requested equipment is considered a CDBG eligible activity. The funding breakdown for each Program Income application would be as follows:

Project #1 - Type Three Fire Engine	\$382,726.00 (Activity) <u>\$ 26,790.82</u> (General Admin) \$409,516.82 Total
Project #2 – Type Six Fire Engine	\$297,411.00 (Activity) <u>\$ 20,818.77</u> (General Admin) \$318,229.77 Total
Project #3 – Breathing Apparatus (SCBA Systems)	\$163,429.00 (Activity) <u>\$ 11,440.03</u> (General Admin) \$174,869.03 Total
Project #4 – Exhaust Removal System	\$133,982.07 (Activity) <u>\$ 9,378.74</u> (General Admin) \$143,360.81 Total

With the increased risk of fire within the City, especially due to California's ongoing drought, staff is recommending approval of the Sonora Fire Department's funding request and that it be considered the highest priority for the use of these funds. The purchase of this equipment would bring the City closer to meeting NFPA standards, improve firefighter safety, allow response in reliable up-to-date fire apparatus, and provide efficient and effective all hazard/all risk emergency response.

FISCAL IMPACT

The projects will be included within the City's 2022-2023 FY Budget. The General Fund will not be used for these projects. The Budget Transfer is for the \$14,000 grant application development and submittal expense. This will come from the Fire Emergency Deployment Fund which has a current fund balance of \$199,062.

ATTACHMENTS

- Resolution No. 04-18-2022-B
- Budget Transfer
- Public Hearing Notice

RESOLUTION 04-18-2022-B**A RESOLUTION APPROVING APPLICATIONS FOR FUNDING AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FOR THE STATE CDBG PROGRAM INCOME**

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

WHEREAS, the City of Sonora currently has CDBG Program Income available to fund CDBG eligible activities; and

WHEREAS, the City Council has considered all housing, planning, economic development, and public facility/improvement needs and ranks the following projects as the most serious need at this time; and

WHEREAS, a public hearing to consider such needs, as required by State CDBG, was held on April 18, 2022, to receive public input regarding the City's Program Income Application.

NOW, THEREFORE, BE IT RESOLVED THAT THE SONORA CITY COUNCIL has reviewed and hereby approves the submission to the State of California of one or more application(s) for the Sonora Fire Department in the aggregate amount, not to exceed, of \$1,046,000 for the following CDBG eligible activities, pursuant to available Program Income in the City of Sonora:

Project #1 - Type 3 Fire Engine	\$382,726.00 (Activity) <u>\$ 26,790.82</u> (General Admin) \$409,516.82 Total
Project #2 – Type 6 Fire Engine	\$297,411.00 (Activity) <u>\$ 20,818.77</u> (General Admin) \$318,229.77 Total
Project #3 – Breathing Apparatus (SCBA Systems)	\$163,429.00 (Activity) <u>\$ 11,440.03</u> (General Admin) \$174,869.03 Total
Project #4 – Exhaust Removal System	\$133,982.07 (Activity) <u>\$ 9,378.74</u> (General Admin) \$143,360.81 Total

BE IT FURTHER RESOLVED, that the City Council hereby approves the use of Program Income in an amount not to exceed \$1,046,000 for the activities as identified above.

BE IF FURTHER RESOLVED, that the City Council has determined that state and federal public participation requirements were met during the development of these applications.

BE IF FURTHER RESOLVED, that the City will abide by all CDBG Regulations, assurances, and overlay requirements.

BE IT FURTHER RESOLVED, that the Interim City Administrator, or designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to these applications, including authorization to execute and deliver all grant applications and all associated grant documents.

BE IT FURTHER RESOLVED, that the Interim City Administrator, or designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Grant

Agreement(s), if the application is approved, including entering into, executing and delivering the Grant Agreement(s) and any subsequent amendments thereto, Funds Requests, reporting forms, and other program supporting documentation as may be required by the State of California from time to time in connection with the grant applications.

PASSED AND ADOPTED as a Resolution by the City Council of the City of Sonora, California, at a regular meeting of said City Council held on April 18, 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated: April 18, 2022

Matt Hawkins, Mayor
Mayor of the City of Sonora

ATTEST: _____
Jacqueline Smith
Deputy City Clerk

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 18th day of April 2022, in the Sonora City Council Chambers, 94 North Washington Street, Sonora, CA in order to discuss applications and expenditures of funding using the State Community Development Block Grant (CDBG) Program Income funds and to solicit public input on possible activities to be included in the application.

The City of Sonora is considering the following Sonora Fire Department activities for the Program Income funds available including General Administration funds:

- Type 3 Fire Engine	not to exceed	\$409,516.82
- Type 6 Fire Engine	not to exceed	\$318,229.77
- Breathing Apparatus – SCBA Systems	not to exceed	\$174,869.03
- Exhaust Removal System	not to exceed	\$143,360.81

Eligible activities consist of: Homeownership Assistance and Housing Rehabilitation Programs; Public Facility and Public Improvement Projects (Including Public Improvements in Support of New Housing Construction); Public Service Programs, Planning Studies, Economic Development Business Assistance and Microenterprise Activities. Eligible activities paid for with State CDBG funds must meet one or more of the three national objectives listed in CDBG federal statutes as follows: Benefit to low-income households or persons; elimination of slums and blight; or meeting urgent community development need.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known on the proposed application of Program Income project(s).

This meeting will be held in accordance with Government Code Section 52953(E) and the City of Sonora City Council Resolution No. 03-21-2022-A. This meeting is physically open to the public and member of the public may also 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 hearing or meeting.

Materials related to an agenda item are available after distribution of the agenda packet for public inspection in the City Administration Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am – 4:00 pm, Monday through Friday excluding holidays) or on the City's website at www.sonoraca.com. Upon request, the agenda and the documents in the meeting agenda packet can be made available to persons with a disability. Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to insure accessibility to this meeting (28CFR35.102-35.104ADA Title II). Questions regarding the project may be directed to Community Development Director, Rachelle Kellogg, at (209) 532-3508 ext. 2.

The City of Sonora promotes fair housing and makes all its programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Rachelle Kellogg
Community Development Director

-v-

Publication Date: April 8, 2022

The Union Democrat
Sonora, CA



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Melissa Eads, Interim City Administrator

SUBJECT: California Department of Housing and Community Development (HCD)
Permanent Local Housing Allocation Program Plan

RECOMMENDATION

Direct staff to work with the County of Tuolumne on the development of a California Department of Housing and Community Development (HCD) Permanent Local Housing Five Year Allocation Program Plan and pool funding allocations for delivery of projects identified in the plan.

BACKGROUND

The 2017 California State Building Homes and Jobs Act (SB2) was a wide-ranging housing bill that, among other things, implemented a \$75 real estate transaction fee to establish a permanent, ongoing source of funding to local jurisdictions across the state for the development of affordable and workforce housing.

In 2020, HCD released guidelines for the Permanent Local Housing Allocation (PLHA) grant program establishing the purpose and eligible uses for the funds and provided allocated amounts to each jurisdiction (Counties and Cities) in the State. The PLHA is an ongoing formula grant that provides non-competitive funding to entitlement cities, as well as competitive grant funding to non-entitlement cities. The PLHA Program seeks to:

- Increase the supply of housing for households at or below 60% of area median income.
- Increase assistance to affordable owner-occupied workforce housing.
- Assist persons experiencing or at risk of homelessness.
- Facilitate housing affordability, particularly for lower-and moderate-income households.
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation
- Ensure geographic equity in the distribution of the funds.

The following grant allocations are available to the City of Sonora and Tuolumne County:

	<u>2019</u>	<u>2020</u>	<u>2023</u>
City of Sonora	\$91,427	\$138,507	TBD
Tuolumne County	\$242,182	\$368,367	TBD

Neither the City nor County has applied for these funds. The Notice of Funding Availability (NOFA) for the next round of funding is anticipated to be released in May with applications due in December of 2022. The Grant funds can be either a straight allocation or a competitive grant. For the PLHA funds, a

city and county can merge them, or they can apply separately. The amount of PLHA funds allocated to each entitlement jurisdiction is directly proportionate to each jurisdiction's share of the total 2017 Community Development Block Grant (CDBG) allocation in California. Future allocations may fluctuate from year to year depending on recording fees from the number of real estate transactions.

For either the City or County to access these funds, a 5-year PLHA Plan must be put together and approved by the local governments governing body.

The first meeting regarding this program was held on March 11th and included the following: County of Tuolumne, City of Sonora, and Amador Tuolumne Community Action Agency (ATCAA). The group discussed possible activities for this funding and agreed to meet further to refine these activities which will then be part of a 5-Year plan presented to the City Council and Board.

DISCUSSION

PLHA Application

In order to be eligible, local jurisdictions must have a state certified and compliant Housing Element and have timely Annual Progress Reports (APR) on the Housing Element submitted per state law. The program guidelines require that the grant application include an adopted City Council resolution authorizing the request and receipt of grant funds for the five-year period.

The City's PLHA grant application must include a high-level five-year plan outlining how it will use the total available funds over the five-year period with up to 10% of the funding allowed to be reallocated without a plan amendment.

PLHA Eligible Activities

There are ten eligible activities under the PLHA grant:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120% of Area Median Income (AMI), or 150% of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a) This activity may include subawards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new

construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7. Accessibility modifications in lower-income owner-occupies housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

Eligible activities for the competitive allocation are:

1. Development of new multifamily rental housing that is affordable to households at or below 60% of Area Median Income (AMI) or substantial rehabilitation of multifamily rental housing that will be affordable to households at or below 60% of AMI, but which is not currently restricted as affordable housing; or
2. Assistance to persons who are experiencing or at risk of homelessness, including, but limited to through rapid rehousing, or rental assistance, supportive services and case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

So far, the main programs/projects to be included in our 5-year plan are as follows:

1. Housing First Model Development
2. County Resource Center Planning Project for a County Homeless Navigation Center
3. Homeless Services Case Management/Supportive Services
4. Outdoor Emergency Shelter Project
5. Sonora Shelter Site Pre-Development/Development Support
6. Transitional Housing Development
7. Stanislaus Housing Authority Project – Peaceful Valley – Supportive Services

CONCLUSION

Staff requests direction to work with the County of Tuolumne on the development of a California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation Program Plan.

The City Council will continue to have oversight of the funds on an annual basis, and can make additional changes in the future, if necessary, to allocate resources based on 6 program outcomes and associated City Council future policies. Staff will provide progress report(s) of the activities each year, allowing the opportunity to review and amend the funding plan as necessary for the shifting housing and homelessness needs of the community.

FISCAL IMPACT

Collaboration will have no fiscal impact to the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Melissa Eads, Interim City Administrator
Prepared by Jackie Smith

SUBJECT: Social Equity Committee Resolution

RECOMMENDATION

Consideration of the following Social Equity Committee Items:

- a) Adopt Resolution No. 04-18-2022-C affirming the City of Sonora's commitment to equity, fairness, and justice as recommended by the Social Equity Committee.
- b) Discuss the potential dissolution of the Social Equity Committee.

BACKGROUND

After racially focused protests and events occurred and persisted throughout the nation, the City of Sonora City Council unanimously approved the formation of a committee with two Councilmembers serving on it on July 6, 2020. Mayor Hawkins appointed Councilmember Such and Mayor Pro-Tem Plummer to serve on the committee. The Council also established that the committee would consist of 7 members, each Councilmember selecting one.

On September 10, 2020, the goals of the Social Equity Committee were established. The desired outcomes for the Social Equity Committee were 1) the creation of a Social Equity Committee Mission and Vision Statement; 2) the creation of a Social Equity Resolution; 3) the reviewal and possible update of the City Values Statement; 3) the reviewal and possible update of the City Policies on racial sensitivity; 4) the reviewal of possible Racial Sensitivity Training for City Staff and City Council and; 5) community partner engagement to ensure proper circulation of racial and diversity sensitive material for the community at large. The continuation of the Committee was to be determined after completing these goals.

On September 10, 2020, the Council also unanimously ratified 5 members to the Social Equity Committee, each selected by a different Councilmember. The ratified members of the Social Equity Committee were Nikki Coleman, selected by Councilmember Segerstrom, Darren Duez, selected by Mayor Hawkins, Nathan Morales, selected by Mayor Pro Tem Plummer, Sylvia Roberts, selected by Councilmember Such, and Mercedes Tune, selected by Councilmember Garaventa.

In October 2020, Mark Plummer resigned from the Social Equity Committee and was replaced by Jim Garaventa.

On December 21, 2020, the Council approved the Social Equity Committee's "Purpose Statement" (specified as a separate item from their Mission and Vision Statement) as follows with a 4-1 vote:

The purpose of the Social Equity Committee is to formalize the City of Sonora's active commitment to belonging, fairness, justice, and equity for all; to listen to diverse and marginalized voices; to provide a safe space for conversation, reflection and understanding; to recognize and acknowledge implicit bias. To

explore systems and identify areas of opportunity to ensure they work on behalf of the common good all. We intentionally invite everyone to build common ground and civility in our community.

On January 19, 2021, the Council approved an increase to the Social Equity Committee outcomes to include a Community Workshop on communication strategies that promote inclusivity, listening, and social equity with a 4-1 vote.

On March 15, 2021, the Council approved the Committee's Mission Statement with a 4-1 vote and the Vision Statement unanimously as follows:

Mission Statement:

To Strengthen the City's understanding and capacity to recognize biases and eliminate racial disparities, heal racial divisions, and build a more equitable town.

Vision Statement:

A City where all are equipped to effectively lead, serve, and flourish in an inclusive and healthy community. A City in which people from all racial, ethnic, and cultural backgrounds are safe, welcome, and able to thrive socially, economically academically and physically.

On April 19, 2021, the Council unanimously approved the Committee's City Value Statement additions as follows:

- *We value our City's social and racial diversity and our commitment to protection, safety, prosperity, and sense of belonging for all.*
- *We recognize the diverse groups of people who lived on this land before us, and their continued contributions to our City's history.*
- *We value The Tuolumne and Chicken Ranch Bands of Me-Wuk Indians and respect their heritage, culture, and lasting impact in this community through the centuries.*

In January 2021, Committee-member Roberts submitted her resignation from the Committee. Then, on March 3, 2021, the Council gave staff direction to reopen applications for the Committee to be selected by Councilmember Such.

On June 7, 2021, the Council ratified a member of the Social Equity Committee, Alisa Mansfield, selected by Councilmember Such with a vote of 4-1.

On January 10, 2022, Councilmember Garaventa resigned from the Social Equity Committee. Then, on February 22, 2022, and March 7, 2022, a discussion on the potential dissolution of the Social Equity Committee was held and Councilmember Garaventa was appointed to the Committee with Council ratification. The Council approved, with a vote of 3-2, the continuation of the Committee until April 18, 2022, where its continuation would be redetermined after considering their Resolution on April 4, 2022.

The remaining goals of the Committee are the acceptance the proposed Resolution by the City Council, the reviewal and possible update of the City Policies on racial sensitivity, and the reviewal of possible Racial Sensitivity Training for City Staff and City Council.

DISCUSSION

The Social Equity Committee has been meeting regularly twice per month since September 28, 2020. Meetings are held on the 2nd and 4th Mondays of each month. Since the Social Equity Committee's formation, they have created a Mission and Value Statement, a Purpose Statement, and an update to the City Values Statement. Their recent work has been focused on the creation of the proposed Resolution. They have also held discussions on topics relevant to Social Equity, promoting community engagement and thought circulation.

The dissolution of the Social Equity Committee is to be determined by the Council on April 18, 2022.

FISCAL IMPACT

The continuation of the Social Equity Committee requires staff resources.

ATTACHMENTS

- Resolution No. 04-18-2022-C

RESOLUTION 04-18-2022-C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA AFFIRMING THE CITY OF SONORA'S COMMITMENT TO EQUITY, FAIRNESS, & JUSTICE

"Injustice anywhere is a threat to justice everywhere. We are caught in an inescapable network of mutuality, tied in a single garment of destiny. Whatever affects one directly, affects all indirectly. Never again can we afford to live with the narrow, provincial 'outside agitator' idea. Anyone who lives inside the United States can never be considered an outsider anywhere within its bounds."

- Letter from a Birmingham Jail. Martin Luther King, Jr.

WHEREAS, the City of Sonora acknowledges the Tuolumne Band of Me-Wuk Indians and the Chicken Ranch Tribe of Me-Wuk Indians as the original inhabitants and stewards of this land, who continue to be strong, beloved leaders, and impactful members of this community; and

WHEREAS, the City of Sonora affirms its wish to be known, not only for the beauty of its place in the Sierra Nevada foothills and its vibrant Gold Country history, but to be known for being a champion of racial equity, justice, and acceptance; and

WHEREAS, the City of Sonora is proud of its Gold Rush history, which created opportunities for many people, but recognizes that this was also a period of violence, exclusion, and unjust laws against Indigenous, Chinese, Mexican, Chilean, and others; and

WHEREAS, the City of Sonora is committed to seeking a thoughtful and inclusive way to heal the wounds and inequities, reconcile the divide, and take steps to make sure that acts of violence, aggression, and exclusion will not happen against any marginalized groups, including but not limited to, Black, Indigenous, People of Color (BIPOC), those living in poverty, and those unhoused, those with mental or physical disabilities, and members of the LGBTQIA+ community; and

WHEREAS, the City of Sonora proclaims that it is committed to diversity, equity, and an atmosphere of inclusiveness and it respects the dignity of every person without regard to race, sex, religion, ancestry, national origin, immigration status, marital status, age, disability, sexual orientation, gender identity, or political affiliation. The City denounces all hate and discrimination in any form; and

WHEREAS, the City of Sonora recognizes that the City's diversity will continue to change, the City of Sonora acknowledges its responsibility to be culturally aware and racially and socially equitable; and

WHEREAS, the City of Sonora understands that we cannot reconcile the divide of the present without building a culture of inquiry and learning and must commit to listening and considering different points of view, especially towards those with whom we disagree; and

WHEREAS, the City of Sonora recognizes this as a historic moment to be seized upon and believes it cannot answer this time with silence.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora and its community welcomes and embraces cultural awareness and inclusivity and pledges to be a refuge, ally, and provide a safe zone to people of all racial, ethnic, and multicultural backgrounds for conversations, reflection, and understanding.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora, to fulfill its obligation to protect the public's safety and promote human rights and racial justice, proclaims that it is committed to acknowledging and celebrating diversity and equity and contributing to an atmosphere of inclusion that respects the dignity of every person without regard to race, sex, religion, ancestry, national origin, immigration status, marital status, age, physical or emotional disability, sexual orientation, gender identity, economic status, or political affiliation. The City of Sonora denounces all hate and discrimination in any form.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora calls to residents to treat their neighbors with kindness, empathy, trust, and respect so that we may live and thrive together in a community of acceptance and peace.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora will promote an atmosphere of inclusion, listening, and addressing disparities that may arise in its future, focusing on our community's needs and values.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora pledges to engage individuals more impacted by social inequities, fostering a community where all ethnicities, cultural backgrounds, sexual orientations, and religions feel safe, represented, and included within our community.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora, in concert with City Staff, the City Council, the Social Equity Committee, and community partners, will work to identify existing disparities and systemic barriers and develop a plan to achieve intended Diversity, Equity, & Inclusion (DEI) outcomes and report measurable progress as a part of the Council's goal-setting exercise, while also recognizing and celebrating progress already made in the community.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora understands that this cannot be the work of the City alone and that we must join as a community, with groups and individuals interested in and committed to creating a racially and socially equitable community.

NOW, THEREFORE, BE IT RESOLVED, the City of Sonora will join in community, to keep this conversation alive, with a commitment to heal the wounds of past and present racial injustices as well as the current divide, preventing future harm from happening with ongoing honest and civil discourse to discourage all forms of discriminatory practices that are damaging, not only to individuals, but to the economic prosperity and wellbeing of our community.

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 April 18, 2022, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

Signed and dated:

Matt Hawkins
Mayor of the City of Sonora

ATTEST:

Jackie Smith
Deputy City Clerk of the City of Sonora



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Mike Lagomarsino, Public Works Supervisor

SUBJECT: Sonora Public Works Department Monthly Report

RECOMMENDATION

Receive the Sonora Public Works Department Report for March 2022.

DISCUSSION

For the month of March 2022, the City of Sonora Public Works Department performed the following activities:

Events

- Placed banners above Washington Street for upcoming events.
- Held staff traffic control, de-escalation (with Police Department) and Pesticide trainings.

Streets

- Removed graffiti from several locations in the street on Arbona Circle.
- Spent several days removing leaf piles on city Streets.
- Mounted Chamber of Commerce banners to street light poles in the downtown area.
- Spent several days potholing city Streets.
- Removed brush and wood from large, downed Pine tree on Cielo Vista Drive.
- Continued annual weed abatement spray program on several roadside locations, City cemeteries, parks, and landscape areas throughout the City.
- Replaced two directional Fire Department signs on Stewart and Church Street.
- Located and returned numerous abandoned shopping carts throughout the City.
- Removed benches and trashcans temporarily in the work zone of the Red Church project.

Facilities

- Made preparations to City monument in the Fire Museum landscape for scheduled relocation.
- Replaced motor for the exhaust system in Police Department evidence room.
- Replaced all florescent light fixtures, with LED fixtures, in the Police Department parking garage.
- Constructed new storage shelving in the Mechanic Shop at Public Works.
- Mounted storage hooks in the evidence room at Sonora Police Department.

Parks/Landscapes/Parking Lots

- Blew and removed leaves from several City parking lots and parks.
- Made repairs to market lights in Coffill Park.
- Graffiti removal at Woods Creek Rotary Park.
- Installed new hourly parking signs in the Sportsman parking lot as requested by Police Department.

- Replaced several damaged parking bumpers in various City parking lots.
- Replaced sever light bulbs, as well as cleaned lenses, In the Terzich parking structure.

Storm Drains

- Cleaned/flushed out, numerous storm drains, and ditches throughout the City.

Cemeteries

- Prepared required monthly reports, installed headstones, checked messages daily, and returned phone calls.

Miscellaneous

- Performed routine daily and monthly activities including regular checking of parks and landscape areas for maintenance needs and safety concerns, garbage collection at City facilities, cleaning, and stocking City restrooms, opening of gate to Dragoon Gulch Trail parking lot, routine maintenance of City vehicles, participation on assigned committees, weekly mowing of lawns at Mt Shadow Cemetery and Rotary Park, and weekly sweeping of City Streets.

FISCAL IMPACT

No fiscal impact to the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Sonora Police Department Monthly Report

RECOMMENDATION

Receive the Sonora Police Department Monthly Report for March 2022.

DISCUSSION

The attached summarizes activities for March 2022.

	Mar 2022	Feb 2022	Mar 2021
Total Incidents	1,256	1,124	1,634
Calls for Service	623	537	634
Officer Initiated	663	587	1,000
Total Arrests	66	59	52
Felony Arrests	6	8	9
Misd. Arrests	57	51	43
Total Reports	152	122	124
Parking Citations	27	16	9
Moving Citations	33	22	7
Domestic Violence	2	1	7
Larcenies	6	13	8
Collision Incidents	24	25	34
Collision Invest.	14	11	14

	Mar 2022	Feb 2022	Mar 2021
Homeless Activity	82	94	-----
Animal Calls	37	22	19
Public Intox. / UID	9	12	7
DUI Arrests	12	5	5
Total Phone Calls / 911 Calls	1,977/172	1,655/156	2,163/187
Average Per Day	64	59	70
Vehicle Releases	10	4	3

*Homeless Activity is a new category for reporting. As tracking requires additional manual inputs, the actual number of associated incidents will typically be higher than the reported number.

FISCAL IMPACT

No fiscal impact to the General Fund.

ATTACHMENTS

- Crimes by Area Report
- Area 1 Report
- Area 2 Report

AREA 1**Violent Crimes:**

- 1 Felony Intercourse with a Minor
- 1 Assault w/Deadly Weapon; Not Firearm or Force
- 1 Misdemeanor Domestic Violence w/Felony False Imprisonment and Felony Threats

Burglaries / Other Larceny:

- 7 Business Burglaries (Shoplifting).
- 1 Vehicle Burglary
- 1 Recovered Stolen Vehicle (Reported Stolen to Sonora Area CHP)
- 1 Petty Theft From a Vehicle

AREA 2**Violent Crimes:**

- 1 Felony Domestic Violence (1 w/Felony False Imprisonment)

Burglaries / Other Larceny:

- 1 Recovered Stolen Vehicle (Reported Stolen to Sonora Area CHP)
- 1 Burglary from a Residential Garage

03/01/2022 - 03/31/2022

Area 1 Monthly Report March 2022

Neighborhood Watch:

ELKS HILL:

- No updated activity.

SONORA KNOWLES:

- No updated activity.

Cases For discussion:

22-285– On March 3, 2022, Jonathon M. Gavi, 35 of Jamestown, was arrested for knowing and receiving stolen property. Officers were notified of a possible stolen vehicle at a local motel. As a result of the investigation, it was determined that Gavi was the driver and was hiding nearby in a room. Gavi, who was on parole and had an active parole warrant, was located and taken into custody. Further investigation revealed Gavi was also in possession of other suspected stolen property and narcotics. Gavi was booked at the local jail and the vehicle was towed for safekeeping until the owner could retrieve it.

(Several)- In March of 2022 the Sonora Police Department conducted thirteen driving under the influence (DUI) investigations resulting in an arrest. So far for the year 2022, the Police Department has made twenty-five DUI arrests. In contrast, there were a total of forty-six DUI arrests made in all of 2021. This trend provides insight into the fact that people are returning to pre-COVID activities. A majority, if not all, of the suspects, consumed their alcohol within the city and county, and primarily at local bars, restaurants, and casinos. A few of the DUI investigations were suspected drug influence violations or drug/alcohol combination violations.

Field Training Program:

- The third CSO hired is expected to complete her training in the month of April.

Contract/Reserve Officers:

- Reserve Officers Duffy and Frasier completed a shift in March. Officer Duffy also participated in the Polar Plunge at Lake Tulloch.

Volunteers:

- Community Service Volunteers had limited participation during the month of March.

Respectfully Submitted

Sgt. Scott Mallon

Area 2 Monthly Report March 2022

Neighborhood Watch:

MYERS HILL:

- No updated activity.

N. STEWART:

- No updated activity.

HIGHLANDS VIEW:

- Inactive.

Cases for discussion:

22-416- On 3/30/2022, Alyssa Whitt, 33 of Sonora, was arrested for the 7th time in March for being under the influence and/or in possession of substances similar to Toluene. Whitt had been contacted on these occasions impaired by “huffing” canned air duster with intent to become intoxicated. This is an uncommon way to get “high” but is a preferred method by some due to its quick and short-acting effects.

22-389- On 3/26/2022, Joseph Jennings, 22 of Sonora, was arrested for residential burglary. The victim had provided home surveillance which led to the identification of Jennings as the suspect who stole items from the garage of the home. Jennings was also found to be in possession of a stolen golf cart which was stolen a couple of days prior from a local event venue. Jennings is suspected of being involved in other suspicious circumstance calls in the city limits generally involving trespass, loitering with intent to commit criminal activity, and theft offenses. This is a good reminder that homeowners and business owners should take measures to protect their personal property and that video surveillance if installed correctly, can often lend investigative assistance to officers in a criminal investigation.

Recruitments:

- 1 Full-time Dispatcher
- 1 Part-time Relief Dispatcher

Training:

- Three Community Service Officers completed Temporary Traffic Control and Flagging.
- One Officer completed Basic Traffic Investigation.
- One Officer completed Continued Professional Training/Perishable Skills.
- One Sergeant completed Glock Armorer.
- One Dispatcher completed Courtroom Testimony.
- One Sergeant attended Trends in Illicit Drugs.

Range:

- One new Officer passed firearms qualification
- One new Academy Recruit passed firearms qualification

Respectfully Submitted,
Sgt. Chris Johnson



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Aimee New, Fire Chief

SUBJECT: Sonora Fire Department Monthly Report

RECOMMENDATION

Receive the Sonora Fire Department Monthly Report for March 2022.

DISCUSSION

Below summarized the activities for March 2022.

Emergency Incidents

1. City of Sonora responded to 156 calls for service in March 2022
2. Sonora City units responded to emergency calls for service as follows:

100 - Fire, other	1
111 - Building fire	1
113 - Cooking fire, confined to container	1
131 - Passenger vehicle fire	2
141 - Forest, woods, or wildland fire	1
153 - Construction or demolition landfill fire	1
311 - Medical assist, assist EMS crew	11
321 - EMS call, excluding vehicle accident with injury	62
322 - Motor vehicle accident with injuries	3
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	3
412 - Gas leak (natural gas or LPG)	1
444 - Power line down	1
500 - Service Call, other	1

510 - Person in distress, other	5
531 - Smoke or odor removal	1
550 - Public service assistance, other	3
551 - Assist police or other governmental agency	3
553 - Public service	4
554 - Assist invalid	4
561 - Unauthorized burning	3
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	16
622 - No incident found on arrival at dispatch address	8
631 - Authorized controlled burning	3
632 - Prescribed fire	1
651 - Smoke scare, odor of smoke	3
700 - False alarm or false call, other	4
730 - System malfunction, other	3
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	1
744 - Detector activation, no fire - unintentional	2
Total Incidents	156
3. Monthly dollar loss, resulting from fire:	0
4. The average response time during the month:	5:26
5. Automatic or mutual aid given:	57

FISCAL IMPACT

No fiscal impact to the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

TO: City Council Members

FROM: Rachelle Kellogg, Community Development Director

SUBJECT: Community Development Department Monthly Report

RECOMMENDATION

Receive the Community Development Department Report for March 2022.

DISCUSSION

In addition to the day-to-day operations of the Department, staff completed the following items:

RED CHURCH PEDESTRIAN PROJECT – On March 7th, the City Council awarded the construction contract for the project to the low-bidder United Pavement Maintenance. Staff held the pre-construction meeting on March 23rd to discuss project details, required submittals and any anticipated project issues. Staff prepared the contract documents and issued the Notice to Proceed. Staff also prepared and submitted all required Caltrans documents. Construction is scheduled to begin on April 18. Following the pre-construction with Caltrans and the Contractor, it was determined that the project should be conducted at night due to the congestion/traffic in the project area.

WASHINGTON-STOCKTON TRANSIT PROJECT – Staff finalized the bid documents, and the project was advertised starting on March 29, 2022. The pre-bid meeting is scheduled for April 14th at 10:00 to provide proposers with the opportunity to ask questions and tour the project area. Staff will be preparing and issuing addendums resulting from this meeting. The bid opening will be held on April 29th at 2 p.m. in the City Administration Conference Room.

STEWART STREET RESTROOM PROJECT – Due to continuing issue with moisture entering the building, as well as past mold remediation, the City moved forward with emergency repairs and reconstruction of the City owned facility located at Stewart and Mehun Street. To address these issues, the project will include trenching behind the structure and installation of a moisture barrier along with a drainage system to Stewart Street. It will also include the removal and replacement of the existing roofing material. The building will house two public restrooms and storage area for the Farmers Market. Construction is anticipated to begin in the middle of April.

CDBG PROGRAM INCOME APPLICATION – The State Department of Housing and Community Development (HCD) regulates the use of CDBG Program Income, which is generated by previous CDBG grant funded projects/programs by loan repayments, etc. HCD is requiring that jurisdictions obligate their available Program Income or return it back to the State. Staff evaluated eligible City uses for these funds to determine the greatest need at this time. Staff is recommending that the funds be used to purchase a Type 3 and Type 6 Fire engine, breathing apparatus, and an exhaust removal system requested by the Sonora Fire Department. The City Council will be considering submitting applications to utilize the City's available Program Income for these projects at their meeting on April 18, 2022. After which staff will be working with a consulting firm to prepare and submit the applications.