



## **CITY COUNCIL SPECIAL MEETING**

**Tuesday, January 03, 2023 at 5:30 PM**

94 N. Washington Street, Sonora, CA 95370

(209) 532-4541

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### **AGENDA**

**NOTICE IS HEREBY GIVEN** that the Sonora City Council will have a special meeting on Tuesday, January 3, 2023 at 5:30 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. 12-19-2022-A.

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/86398796531?pwd=TTRZajV3bTF0d2pCOFNTcmduNjFEdz09>

**Dial: (669) 900-6833**

**Meeting ID: 863 9879 6531**

**Passcode: 225849**

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

THIS MEETING WILL BE LIVE STREAMED ON THE CITY'S WEBSITE AT [www.sonoraca.com](http://www.sonoraca.com).

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

**OPEN SESSION - 5:30 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

## APPROVAL OF THE AGENDA

### 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 CALEDAR

1. Consider approval of the estimate for water damage mitigation services in relation to the flooding at the Sonora Fire Station and authorize the City Administrator to execute the agreement; Christopher Gorsky, Administrative Services Director.

### NEW BUSINESS

2. Receive the City of Sonora Housing Successor Annual Report for 2022; Rachelle Kellogg, Community Development Director.
3. Ratify Cooperative Fire Programs Fire Protection Reimbursement Agreement between the Chicken Ranch Rancheria of Me-Wuk Indians and the City of Sonora; Aimee New, Fire Chief.

### 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](mailto: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](http://www.sonoraca.com) listed under the agenda/minutes link on the Government page.*



## CITY COUNCIL AGENDA REPORT

**MEETING DATE:** January 3, 2023  
**TO:** City Council Members  
**FROM:** Chris Gorsky, Administrative Services Director  
**SUBJECT:** Fire Station Water Damage Mitigation

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### RECOMMENDATION

Approve the estimate for water damage mitigation services in relation to the flooding at the Sonora Fire Station and authorize the City Administrator to execute the agreement.

### DISCUSSION

On December 17, 2022 there was a water leak in the 2<sup>nd</sup> story bathroom of the City of Sonora's Fire Station. The water penetrated the walls, ceiling, and floors. The first step in repairing the water damage is to have the affected area cleaned, damaged sheet rock, ceiling tiles, and flooring removed, and all moisture mitigated to prevent any unwanted consequences. Once that has been completed the City will begin the process of repairing the damage.

The City is self-insured through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) and a claim has been started for the water damage. We have been given approval by the RMA to begin with the mitigation measures as described in the attached estimate. The City of Sonora has a \$25,000 retained limit, the amount which the City is liable to pay before the CSJVRMA is obligated to make payment.

The City adopted the Uniform Construction Cost Accounting Act with City Ordinance No. 875 on 11/16/20 which allows the City to purchase construction services of \$60,000 or less with Council approval by issuing a Purchase Order.

### FISCAL IMPACT

The fiscal impact is limited to the retained limit amount of \$25,000.



## ServiceMaster Sierras

Item 1.

17330 High School Rd.  
Jamestown, CA 95327  
209-532-1700 \*\*\*\* Fax: 209-532-1719  
Tax Id 77-0466962  
Serving Tuolumne, Calaveras, and Amador Counties since 1993  
License#1016082

Insured: Sonora Fire Dept - Chief New  
Property: 201 S. Shepherd St  
Sonora, CA 95370

Home: (209) 532-7432  
E-mail: firechief@sonora.ca.org

Estimator: Casey Klyn  
Company: ServiceMaster Sierras

Business: (209) 532-1700

### Claim Number:

### Policy Number:

**Type of Loss:** Water Damage

Date Contacted: 12/17/2022 8:10 AM

Date of Loss: 12/17/2022 12:00 AM

Date Inspected: 12/17/2022 12:00 PM

Date Received: 12/17/2022 8:10 AM

Date Entered: 12/20/2022 12:14 PM

Price List: CATO8X\_DEC22  
Restoration/Service/Remodel  
Estimate: SONORA\_FIRE\_DEPT



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The following is an estimate for work needed for mitigation services in relation to the urinal overflow. Due to the building being commercial, California requires testing for asbestos/lead regardless of age of building. ServiceMaster does not perform reconstruction and will need a separate company for repairs after demo/mitigation.

### Job Scope:

Sonora Fire Department

201 S. Shepherd St, Sonora Ca 95370

Chief New – 209-532-7432

209-653-2743 – Fire Dept back line?

Age of Building: 1997

Source: Urinal Overflow

Category 2: Urinal overflow

Class 3: over 40% affected

Rooms: Main Floor: Office, Hall 3, Clst 3, Bath 3, Bath 4, Pole Room, Conference Room

Upper level: Stairs, Hall 1, Bath 1, Shower 1, Bath 2, Shower 2, Hall 2, Clst 1, Clst 2, BD 1, BD 2

### Main Floor:

Office: Carpet and LVP. 2 interiors need wainscotting and vent.

Hall 3: LVP. Ceiling tiles wet spotty, and water stained. Need to pull to inspect. 1 exterior non salvageable @ 8ft. 4 interiors pull wainscotting and vent.

Clst 3: Vinyl on concrete. 3 interiors vent.

Bath 3: Tile on concrete. 2 interiors and 1 exterior with wainscotting tile NS @ 8ft. Ceiling damaged but not insulated, may dry in place. Mounted Countertops need to detach.

Bath 4: Tile on concrete. 2 interiors and 1 exterior with wainscotting tile NS @ 8ft. Ceiling damaged but not insulated, may dry in place. Mounted Countertops need to detach.

Pole Room: Concrete. 3 exterior walls non salvageable @ 12ft.

Conference Room: LVP. 1 exterior non salvageable @ 8ft. 1 interior pull Wall panels over drywall @ 8ft. Ceiling tiles need to be pulled and inspected.

### Upper Level:

Stairs: Vinyl Salvageable. 1 interior with wainscotting non salvageable @ 8ft.

Hall 1: LVP remove on wood subfloor. 5 interiors need to pull wainscotting and vent.

Bath 1: Tile non salvageable. 1 exterior non salvageable @ 4ft with tile wainscotting. 3 interiors non salvageable with tile wainscotting. Mounted countertops need to detach.

Shower 1: Walk-in shower. 1 exterior non salvageable and 3 interiors @ 4ft. TILE

Bath 2: Tile non salvageable. 1 exterior non salvageable @ 4ft with tile wainscotting. 3 interiors non salvageable with tile wainscotting. Mounted countertops need to detach.



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**Shower 2: Walk-in shower. 1 exterior non salvageable and 3 interiors @ 4ft. TILE**

**Hall 2: LVP remove on wood subfloor. 2 interiors need to pull wainscotting and vent.**

**Clst 1: LVP non salvageable. 3 interiors vent.**

**Clst 2: LVP non salvageable. 3 interiors vent.**

**BD 1: Carpet and pad. Attempting to surface dry. 1 exterior non salvageable @ 2ft. 3 interiors vent. Built-in cabinet need to be pulled to dry carpet underneath.**

**BD 2: Carpet and pad. Attempting to surface dry. 1 exterior non salvageable @ 2ft. 2 interiors vent. Built-in cabinet need to be pulled to dry carpet underneath**

**EQ: 15 air movers and 2 dehus**

**Work Pending: Estimate, Demo and dryout.**



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### SONORA\_FIRE\_DEPT

#### Mitigation Services

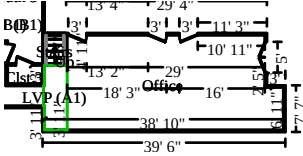
| DESCRIPTION                                                                                                                                                   | QTY      | REMOVE | REPLACE | TAX  | TOTAL    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|---------|------|----------|
| 1. Emergency service call - after business hours                                                                                                              | 1.00 EA  | 0.00   | 316.04  | 0.00 | 316.04   |
| 2. Equip. setup, take down & monitoring - after hrs                                                                                                           | 2.00 HR  | 0.00   | 107.66  | 0.00 | 215.32   |
| <b>Initial visit to inspect, photograph and document moisture content readings of affected materials and set equipment for drying after hours. (12/17/22)</b> |          |        |         |      |          |
| 3. Equipment setup, take down, and monitoring (hourly charge)                                                                                                 | 28.00 HR | 0.00   | 71.70   | 0.00 | 2,007.60 |
| <b>Estimated demo, equipment checks and drying in progress monitoring.</b>                                                                                    |          |        |         |      |          |
| 4. Tandem axle dump trailer - per load - including dump fees                                                                                                  | 4.00 EA  | 344.22 | 0.00    | 0.00 | 1,376.88 |
| Totals: Mitigation Services                                                                                                                                   |          |        |         | 0.00 | 3,915.84 |

#### Equipment

| DESCRIPTION                                                   | QTY       | REMOVE | REPLACE | TAX  | TOTAL    |
|---------------------------------------------------------------|-----------|--------|---------|------|----------|
| 5. Air mover (per 24 hour period) - No monitoring             | 210.00 EA | 0.00   | 25.76   | 0.00 | 5,409.60 |
| 6. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. | 28.00 EA  | 0.00   | 76.53   | 0.00 | 2,142.84 |
| Totals: Equipment                                             |           |        |         | 0.00 | 7,552.44 |

### Main Level

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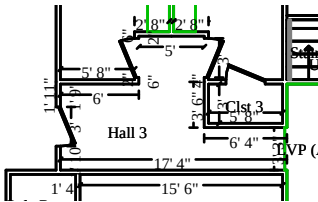
## Office

**Height: 8'**

|          |                    |        |                    |
|----------|--------------------|--------|--------------------|
| 748.67   | SF Walls           | 555.69 | SF Ceiling         |
| 1,304.36 | SF Walls & Ceiling | 555.69 | SF Floor           |
| 61.74    | SY Flooring        | 91.25  | LF Floor Perimeter |
| 105.25   | LF Ceil. Perimeter |        |                    |

|              |            |                     |
|--------------|------------|---------------------|
| Door         | 3' X 6' 8" | Opens into Exterior |
| Door         | 3' X 6' 8" | Opens into Exterior |
| Door         | 3' X 6' 8" | Opens into Exterior |
| Door         | 5' X 6' 8" | Opens into Exterior |
| Missing Wall | 3' 3" X 8' | Opens into HALL_3   |

| DESCRIPTION                                            | QTY      | REMOVE | REPLACE | TAX  | TOTAL |
|--------------------------------------------------------|----------|--------|---------|------|-------|
| 7. Tear out baseboard                                  | 6.00 LF  | 0.67   | 0.00    | 0.00 | 4.02  |
| 8. Remove Fiberglass reinforced plastic (FRP) paneling | 12.00 SF | 1.34   | 0.00    | 0.00 | 16.08 |
| 9. Drill holes for wall cavity drying                  | 6.00 EA  | 0.00   | 0.71    | 0.00 | 4.26  |
| Totals: Office                                         |          |        |         | 0.00 | 24.36 |



### Hall 3

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 355.33 SF Walls           | 110.79 SF Ceiling        |
| 466.13 SF Walls & Ceiling | 110.79 SF Floor          |
| 12.31 SY Flooring         | 42.92 LF Floor Perimeter |
| 51.92 LF Ceil. Perimeter  |                          |

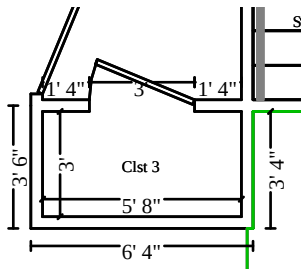
|                     |                   |                                |
|---------------------|-------------------|--------------------------------|
| <b>Missing Wall</b> | <b>3' 3" X 8'</b> | <b>Opens into OFFICE</b>       |
| <b>Door</b>         | <b>3' X 6' 8"</b> | <b>Opens into CONFERENCE_R</b> |
| <b>Door</b>         | <b>3' X 6' 8"</b> | <b>Opens into BATH_4</b>       |
| <b>Door</b>         | <b>3' X 6' 8"</b> | <b>Opens into BATH_3</b>       |

| DESCRIPTION                                             | QTY       | REMOVE | REPLACE | TAX  | TOTAL  |
|---------------------------------------------------------|-----------|--------|---------|------|--------|
| 10. Remove Acoustic ceiling tile                        | 27.70 SF  | 0.91   | 0.00    | 0.00 | 25.21  |
| 11. Tear out baseboard                                  | 42.92 LF  | 0.67   | 0.00    | 0.00 | 28.76  |
| 12. Remove Fiberglass reinforced plastic (FRP) paneling | 171.67 SF | 1.34   | 0.00    | 0.00 | 230.04 |

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CONTINUED - Hall 3

| DESCRIPTION                                         | QTY      | REMOVE | REPLACE | TAX  | TOTAL  |
|-----------------------------------------------------|----------|--------|---------|------|--------|
| 13. Tear out wet drywall, cleanup, bag for disposal | 88.00 SF | 1.24   | 0.00    | 1.15 | 110.27 |
| 14. Tear out and bag wet insulation                 | 88.00 SF | 1.04   | 0.00    | 0.45 | 91.97  |
| 15. Drill holes for wall cavity drying              | 20.00 EA | 0.00   | 0.71    | 0.00 | 14.20  |
| Totals: Hall 3                                      |          |        |         | 1.60 | 500.45 |

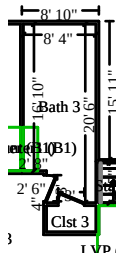


Clst 3

Height: 8'

|                           |                          |
|---------------------------|--------------------------|
| 118.67 SF Walls           | 17.00 SF Ceiling         |
| 135.67 SF Walls & Ceiling | 17.00 SF Floor           |
| 1.89 SY Flooring          | 14.33 LF Floor Perimeter |
| 17.33 LF Ceil. Perimeter  |                          |

| Door                                   | 3' X 6' 8" |        | Opens into BATH_3 |      |       |
|----------------------------------------|------------|--------|-------------------|------|-------|
| DESCRIPTION                            | QTY        | REMOVE | REPLACE           | TAX  | TOTAL |
| 16. Tear out baseboard                 | 14.33 LF   | 0.67   | 0.00              | 0.00 | 9.60  |
| 17. Drill holes for wall cavity drying | 11.00 EA   | 0.00   | 0.71              | 0.00 | 7.81  |
| Totals: Clst 3                         |            |        |                   | 0.00 | 17.41 |



Bath 3

Height: 8'

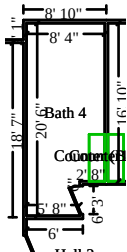
|                           |                          |
|---------------------------|--------------------------|
| 419.67 SF Walls           | 161.06 SF Ceiling        |
| 580.72 SF Walls & Ceiling | 161.06 SF Floor          |
| 17.90 SY Flooring         | 51.67 LF Floor Perimeter |
| 57.67 LF Ceil. Perimeter  |                          |

|                                                     |            |        |                   |      |        |
|-----------------------------------------------------|------------|--------|-------------------|------|--------|
| Door                                                | 3' X 6' 8" |        | Opens into CLST_3 |      |        |
| Door                                                | 3' X 6' 8" |        | Opens into HALL_3 |      |        |
| DESCRIPTION                                         | QTY        | REMOVE | REPLACE           | TAX  | TOTAL  |
| 18. Tear out non-salv. tile & bag for disposal      | 206.67 SF  | 3.45   | 0.00              | 3.15 | 716.16 |
| 19. Tear out wet drywall, cleanup, bag for disposal | 360.00 SF  | 1.24   | 0.00              | 4.70 | 451.10 |

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CONTINUED - Bath 3

| DESCRIPTION                                     | QTY       | REMOVE | REPLACE | TAX  | TOTAL    |
|-------------------------------------------------|-----------|--------|---------|------|----------|
| 20. Tear out and bag wet insulation             | 360.00 SF | 1.04   | 0.00    | 1.83 | 376.23   |
| 21. Tear out countertop - solid surface/granite | 8.33 SF   | 6.83   | 0.00    | 0.00 | 56.89    |
| 22. Sink - single basin - Detach                | 2.00 EA   | 0.00   | 38.26   | 0.00 | 76.52    |
| 23. Remove P-trap assembly - ABS (plastic)      | 2.00 EA   | 11.25  | 0.00    | 0.00 | 22.50    |
| 24. Remove Plumbing fixture supply line         | 4.00 EA   | 7.49   | 0.00    | 0.00 | 29.96    |
| 25. Toilet - Detach                             | 2.00 EA   | 0.00   | 64.23   | 0.12 | 128.58   |
| 26. Remove Plumbing fixture supply line         | 2.00 EA   | 7.49   | 0.00    | 0.00 | 14.98    |
| Totals: Bath 3                                  |           |        |         | 9.80 | 1,872.92 |



Bath 4

Height: 8'

439.67 SF Walls  
600.72 SF Walls & Ceiling  
17.90 SY Flooring  
57.67 LF Ceil. Perimeter

161.06 SF Ceiling  
161.06 SF Floor  
54.67 LF Floor Perimeter

| DESCRIPTION                                         | QTY       | REMOVE | REPLACE | TAX  | TOTAL  |
|-----------------------------------------------------|-----------|--------|---------|------|--------|
| 27. Tear out non-salv. tile & bag for disposal      | 218.67 SF | 3.45   | 0.00    | 3.33 | 757.74 |
| 28. Tear out wet drywall, cleanup, bag for disposal | 360.00 SF | 1.24   | 0.00    | 4.70 | 451.10 |
| 29. Tear out and bag wet insulation                 | 360.00 SF | 1.04   | 0.00    | 1.83 | 376.23 |
| 30. Tear out countertop - solid surface/granite     | 8.33 SF   | 6.83   | 0.00    | 0.00 | 56.89  |
| 31. Sink - single basin - Detach                    | 2.00 EA   | 0.00   | 38.26   | 0.00 | 76.52  |
| 32. Remove P-trap assembly - ABS (plastic)          | 2.00 EA   | 11.25  | 0.00    | 0.00 | 22.50  |
| 33. Remove Plumbing fixture supply line             | 4.00 EA   | 7.49   | 0.00    | 0.00 | 29.96  |
| 34. Toilet - Detach                                 | 2.00 EA   | 0.00   | 64.23   | 0.12 | 128.58 |
| 35. Remove Plumbing fixture supply line             | 2.00 EA   | 7.49   | 0.00    | 0.00 | 14.98  |

Door

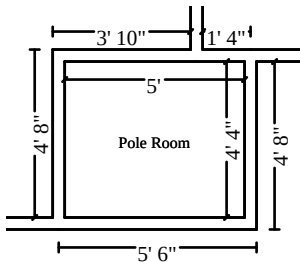
3' X 6' 8"

Opens into HALL\_3

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CONTINUED - Bath 4

| DESCRIPTION    | QTY | REMOVE | REPLACE | TAX  | TOTAL    |
|----------------|-----|--------|---------|------|----------|
| Totals: Bath 4 |     |        |         | 9.98 | 1,914.50 |

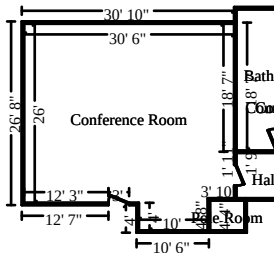


Pole Room

Height: 20'

|                           |                          |
|---------------------------|--------------------------|
| 373.33 SF Walls           | 21.67 SF Ceiling         |
| 395.00 SF Walls & Ceiling | 21.67 SF Floor           |
| 2.41 SY Flooring          | 18.67 LF Floor Perimeter |
| 18.67 LF Ceil. Perimeter  |                          |

| DESCRIPTION                                         | QTY       | REMOVE | REPLACE | TAX  | TOTAL  |
|-----------------------------------------------------|-----------|--------|---------|------|--------|
| 36. Tear out wet drywall, cleanup, bag for disposal | 224.00 SF | 1.24   | 0.00    | 2.92 | 280.68 |
| 37. Tear out and bag wet insulation                 | 224.00 SF | 1.04   | 0.00    | 1.14 | 234.10 |
| Totals: Pole Room                                   |           |        |         | 4.06 | 514.78 |



Conference Room

Height: 8'

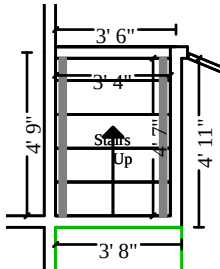
|                             |                           |
|-----------------------------|---------------------------|
| 928.00 SF Walls             | 830.44 SF Ceiling         |
| 1,758.44 SF Walls & Ceiling | 830.44 SF Floor           |
| 92.27 SY Flooring           | 115.00 LF Floor Perimeter |
| 121.00 LF Ceil. Perimeter   |                           |

|      |            |
|------|------------|
| Door | 3' X 6' 8" |
| Door | 3' X 6' 8" |

Opens into Exterior  
Opens into HALL\_3

| DESCRIPTION                                                 | QTY       | REMOVE | REPLACE | TAX  | TOTAL  |
|-------------------------------------------------------------|-----------|--------|---------|------|--------|
| 38. Remove Acoustical wall panels - decorative (panel only) | 180.00 SF | 0.66   | 0.00    | 0.00 | 118.80 |
| 39. Tear out wet drywall, cleanup, bag for disposal         | 42.30 SF  | 1.24   | 0.00    | 0.55 | 53.00  |
| 40. Tear out and bag wet insulation                         | 19.80 SF  | 1.04   | 0.00    | 0.10 | 20.69  |
| 41. Remove Acoustic ceiling tile                            | 16.61 SF  | 0.91   | 0.00    | 0.00 | 15.12  |
| Totals: Conference Room                                     |           |        |         | 0.65 | 207.61 |

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## Stairs

**Height: Sloped**

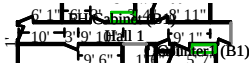
|                           |                          |
|---------------------------|--------------------------|
| 97.58 SF Walls            | 20.62 SF Ceiling         |
| 118.20 SF Walls & Ceiling | 29.59 SF Floor           |
| 3.29 SY Flooring          | 14.20 LF Floor Perimeter |
| 14.86 LF Ceil. Perimeter  |                          |

| DESCRIPTION                                             | QTY      | REMOVE | REPLACE | TAX   | TOTAL    |
|---------------------------------------------------------|----------|--------|---------|-------|----------|
| 42. Remove Fiberglass reinforced plastic (FRP) paneling | 48.79 SF | 1.34   | 0.00    | 0.00  | 65.38    |
| 43. Tear out wet drywall, cleanup, bag for disposal     | 48.79 SF | 1.24   | 0.00    | 0.64  | 61.14    |
| 44. Tear out and bag wet insulation                     | 48.79 SF | 1.04   | 0.00    | 0.25  | 50.99    |
| Totals: Stairs                                          |          |        |         | 0.89  | 177.51   |
| Total: Main Level                                       |          |        |         | 26.98 | 5,229.54 |

## Upper Level

## Hall 1

**Height: 8'**



|                           |                          |
|---------------------------|--------------------------|
| 580.00 SF Walls           | 204.75 SF Ceiling        |
| 784.75 SF Walls & Ceiling | 204.75 SF Floor          |
| 22.75 SY Flooring         | 68.67 LF Floor Perimeter |
| 91.67 LF Ceil. Perimeter  |                          |

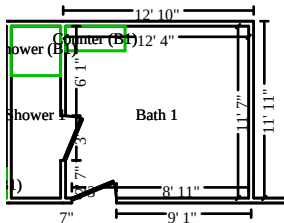
|                     |                      |                            |
|---------------------|----------------------|----------------------------|
| <b>Door</b>         | <b>3' X 6' 8"</b>    | <b>Opens into BATH_1</b>   |
| <b>Missing Wall</b> | <b>4' 5" X 8'</b>    | <b>Opens into Exterior</b> |
| <b>Door</b>         | <b>2' 6" X 6' 8"</b> | <b>Opens into Exterior</b> |
| <b>Door</b>         | <b>3' X 6' 8"</b>    | <b>Opens into BATH_2</b>   |
| <b>Door</b>         | <b>2' 6" X 6' 8"</b> | <b>Opens into CLST_1</b>   |
| <b>Missing Wall</b> | <b>5' 1" X 8'</b>    | <b>Opens into HALL_2</b>   |
| <b>Door</b>         | <b>3' X 6' 8"</b>    | <b>Opens into BD_2</b>     |
| <b>Door</b>         | <b>3' X 6' 8"</b>    | <b>Opens into Exterior</b> |
| <b>Door</b>         | <b>3' X 6' 8"</b>    | <b>Opens into Exterior</b> |
| <b>Door</b>         | <b>3' X 6' 8"</b>    | <b>Opens into BD_1</b>     |

| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
|-------------|-----|--------|---------|-----|-------|
|-------------|-----|--------|---------|-----|-------|

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CONTINUED - Hall 1

| DESCRIPTION                                                | QTY       | REMOVE | REPLACE | TAX  | TOTAL  |
|------------------------------------------------------------|-----------|--------|---------|------|--------|
| 45. Tear out non-salvageable vinyl, cut & bag for disposal | 153.56 SF | 1.86   | 0.00    | 0.78 | 286.40 |
| 46. Tear out baseboard                                     | 68.67 LF  | 0.67   | 0.00    | 0.00 | 46.01  |
| 47. Remove Fiberglass reinforced plastic (FRP) paneling    | 194.67 SF | 1.34   | 0.00    | 0.00 | 260.86 |
| 48. Tear out trim                                          | 84.00 LF  | 0.67   | 0.00    | 0.00 | 56.28  |
| 49. Drill holes for wall cavity drying                     | 65.00 EA  | 0.00   | 0.71    | 0.00 | 46.15  |
| Totals: Hall 1                                             |           |        |         | 0.78 | 695.70 |



Bath 1

Height: 8'

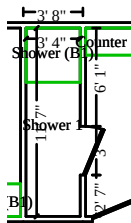
|                           |                          |
|---------------------------|--------------------------|
| 341.25 SF Walls           | 142.86 SF Ceiling        |
| 484.11 SF Walls & Ceiling | 142.86 SF Floor          |
| 15.87 SY Flooring         | 41.83 LF Floor Perimeter |
| 47.83 LF Ceil. Perimeter  |                          |

| Door                                                       | 3' X 6' 8" |        | Opens into SHOWER_1 |      |        |
|------------------------------------------------------------|------------|--------|---------------------|------|--------|
| Door                                                       | 3' X 6' 8" |        | Opens into HALL_1   |      |        |
| DESCRIPTION                                                | QTY        | REMOVE | REPLACE             | TAX  | TOTAL  |
| 50. Tear out non-salvageable tile floor & bag for disposal | 142.86 SF  | 4.73   | 0.00                | 2.18 | 677.91 |
| 51. Tear out non-salv. tile & bag for disposal             | 167.33 SF  | 3.45   | 0.00                | 2.55 | 579.84 |
| 52. Tear out wet drywall, cleanup, bag for disposal        | 167.33 SF  | 1.24   | 0.00                | 2.18 | 209.67 |
| 53. Tear out and bag wet insulation                        | 167.33 SF  | 1.04   | 0.00                | 0.85 | 174.87 |
| 54. Tear out countertop - solid surface/granite            | 8.00 SF    | 6.83   | 0.00                | 0.00 | 54.64  |
| 55. Sink - single basin - Detach                           | 1.00 EA    | 0.00   | 38.26               | 0.00 | 38.26  |
| 56. Remove P-trap assembly - ABS (plastic)                 | 1.00 EA    | 11.25  | 0.00                | 0.00 | 11.25  |
| 57. Remove Plumbing fixture supply line                    | 2.00 EA    | 7.49   | 0.00                | 0.00 | 14.98  |
| 58. Toilet - Detach                                        | 2.00 EA    | 0.00   | 64.23               | 0.12 | 128.58 |
| 59. Remove Plumbing fixture supply line                    | 2.00 EA    | 7.49   | 0.00                | 0.00 | 14.98  |

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CONTINUED - Bath 1

| DESCRIPTION                                                          | QTY     | REMOVE | REPLACE | TAX  | TOTAL    |
|----------------------------------------------------------------------|---------|--------|---------|------|----------|
| 60. Remove Toilet partition (plastic laminate or baked enamel steel) | 1.00 EA | 205.24 | 0.00    | 0.00 | 205.24   |
| Totals: Bath 1                                                       |         |        |         | 7.88 | 2,110.22 |



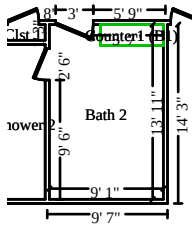
Shower 1

Height: 8'

|                           |                          |
|---------------------------|--------------------------|
| 138.67 SF Walls           | 38.61 SF Ceiling         |
| 177.28 SF Walls & Ceiling | 27.50 SF Floor           |
| 3.06 SY Flooring          | 16.83 LF Floor Perimeter |
| 29.83 LF Ceil. Perimeter  |                          |

| Door                                                       | 3' X 6' 8" | Opens into BATH_1 |         |      |          |
|------------------------------------------------------------|------------|-------------------|---------|------|----------|
| DESCRIPTION                                                | QTY        | REMOVE            | REPLACE | TAX  | TOTAL    |
| 61. Tear out non-salvageable tile floor & bag for disposal | 27.50 SF   | 4.73              | 0.00    | 0.42 | 130.50   |
| 62. Tear out non-salv. tile & bag for disposal             | 67.33 SF   | 3.45              | 0.00    | 1.03 | 233.32   |
| 63. Remove Tile shower - 61 to 100 SF                      | 1.00 EA    | 252.75            | 0.00    | 0.00 | 252.75   |
| 64. Remove Tile framed shower curb - per LF                | 3.33 LF    | 14.06             | 0.00    | 0.00 | 46.82    |
| 65. Remove Tub/shower faucet                               | 1.00 EA    | 37.49             | 0.00    | 0.00 | 37.49    |
| 66. Remove Plumbing fixture supply line                    | 2.00 EA    | 7.49              | 0.00    | 0.00 | 14.98    |
| 67. Remove P-trap assembly - ABS (plastic)                 | 1.00 EA    | 11.25             | 0.00    | 0.00 | 11.25    |
| 68. Tear out wet drywall, cleanup, bag for disposal        | 139.33 SF  | 1.24              | 0.00    | 1.82 | 174.59   |
| 69. Tear out and bag wet insulation                        | 139.33 SF  | 1.04              | 0.00    | 0.71 | 145.61   |
| Totals: Shower 1                                           |            |                   |         | 3.98 | 1,047.31 |

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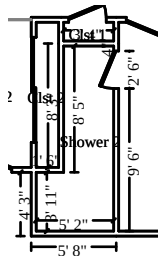


### Bath 2

Height: 8'

|                           |                          |
|---------------------------|--------------------------|
| 329.67 SF Walls           | 126.41 SF Ceiling        |
| 456.08 SF Walls & Ceiling | 126.41 SF Floor          |
| 14.05 SY Flooring         | 40.50 LF Floor Perimeter |
| 46.00 LF Ceil. Perimeter  |                          |

| Door                                                                 | 3' X 6' 8"    |        | Opens into HALL_1   |      |          |
|----------------------------------------------------------------------|---------------|--------|---------------------|------|----------|
| Door                                                                 | 2' 6" X 6' 8" |        | Opens into SHOWER_2 |      |          |
| DESCRIPTION                                                          | QTY           | REMOVE | REPLACE             | TAX  | TOTAL    |
| 70. Tear out non-salvageable tile floor & bag for disposal           | 126.41 SF     | 4.73   | 0.00                | 1.92 | 599.84   |
| 71. Tear out non-salv. tile & bag for disposal                       | 102.00 SF     | 3.45   | 0.00                | 1.55 | 353.45   |
| 72. Tear out wet drywall, cleanup, bag for disposal                  | 162.00 SF     | 1.24   | 0.00                | 2.11 | 202.99   |
| 73. Tear out and bag wet insulation                                  | 102.00 SF     | 1.04   | 0.00                | 0.52 | 106.60   |
| 74. Tear out countertop - solid surface/granite                      | 10.00 SF      | 6.83   | 0.00                | 0.00 | 68.30    |
| 75. Sink - single basin - Detach                                     | 2.00 EA       | 0.00   | 38.26               | 0.00 | 76.52    |
| 76. Remove P-trap assembly - ABS (plastic)                           | 2.00 EA       | 11.25  | 0.00                | 0.00 | 22.50    |
| 77. Remove Plumbing fixture supply line                              | 4.00 EA       | 7.49   | 0.00                | 0.00 | 29.96    |
| 78. Toilet - Detach                                                  | 2.00 EA       | 0.00   | 64.23               | 0.12 | 128.58   |
| 79. Remove Plumbing fixture supply line                              | 2.00 EA       | 7.49   | 0.00                | 0.00 | 14.98    |
| 80. Remove Toilet partition (plastic laminate or baked enamel steel) | 2.00 EA       | 205.24 | 0.00                | 0.00 | 410.48   |
| Totals: Bath 2                                                       |               |        |                     | 6.22 | 2,014.20 |



### Shower 2

Height: 8'

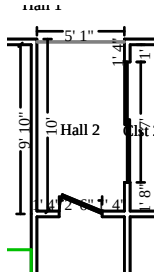
|                           |                          |
|---------------------------|--------------------------|
| 263.33 SF Walls           | 48.29 SF Ceiling         |
| 311.63 SF Walls & Ceiling | 48.29 SF Floor           |
| 5.37 SY Flooring          | 32.50 LF Floor Perimeter |
| 35.00 LF Ceil. Perimeter  |                          |

|             |                      |                          |
|-------------|----------------------|--------------------------|
| <b>Door</b> | <b>2' 6" X 6' 8"</b> | <b>Opens into BATH_2</b> |
|-------------|----------------------|--------------------------|

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CONTINUED - Shower 2

| DESCRIPTION                                                | QTY       | REMOVE | REPLACE | TAX  | TOTAL    |
|------------------------------------------------------------|-----------|--------|---------|------|----------|
| 81. Tear out non-salvageable tile floor & bag for disposal | 48.29 SF  | 4.73   | 0.00    | 0.74 | 229.15   |
| 82. Tear out non-salv. tile & bag for disposal             | 130.00 SF | 3.45   | 0.00    | 1.98 | 450.48   |
| 83. Remove Tile shower - 101 to 120 SF                     | 1.00 EA   | 299.92 | 0.00    | 0.00 | 299.92   |
| 84. Remove Tile framed shower curb - per LF                | 3.33 LF   | 14.06  | 0.00    | 0.00 | 46.82    |
| 85. Remove Tub/shower faucet                               | 1.00 EA   | 37.49  | 0.00    | 0.00 | 37.49    |
| 86. Remove Plumbing fixture supply line                    | 2.00 EA   | 7.49   | 0.00    | 0.00 | 14.98    |
| 87. Remove P-trap assembly - ABS (plastic)                 | 1.00 EA   | 11.25  | 0.00    | 0.00 | 11.25    |
| 88. Tear out wet drywall, cleanup, bag for disposal        | 174.00 SF | 1.24   | 0.00    | 2.27 | 218.03   |
| 89. Tear out and bag wet insulation                        | 174.00 SF | 1.04   | 0.00    | 0.88 | 181.84   |
| Totals: Shower 2                                           |           |        |         | 5.87 | 1,489.96 |



Hall 2

Height: 8'

137.33 SF Walls  
187.32 SF Walls & Ceiling  
5.55 SY Flooring  
25.08 LF Ceil. Perimeter  
49.99 SF Ceiling  
49.99 SF Floor  
15.58 LF Floor Perimeter

Missing Wall

5' 1" X 8'

Opens into HALL\_1

Door

7' X 6' 8"

Opens into CLST\_2

Door

2' 6" X 6' 8"

Opens into Exterior

| DESCRIPTION                                                | QTY      | REMOVE | REPLACE | TAX  | TOTAL |
|------------------------------------------------------------|----------|--------|---------|------|-------|
| 90. Tear out non-salvageable vinyl, cut & bag for disposal | 49.99 SF | 1.86   | 0.00    | 0.25 | 93.23 |
| 91. Tear out baseboard                                     | 15.58 LF | 0.67   | 0.00    | 0.00 | 10.44 |
| 92. Remove Fiberglass reinforced plastic (FRP) paneling    | 62.33 SF | 1.34   | 0.00    | 0.00 | 83.52 |
| 93. Tear out trim                                          | 40.00 LF | 0.67   | 0.00    | 0.00 | 26.80 |
| 94. Drill holes for wall cavity drying                     | 13.00 EA | 0.00   | 0.71    | 0.00 | 9.23  |

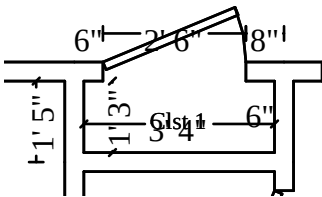
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CONTINUED - Hall 2

| DESCRIPTION    | QTY | REMOVE | REPLACE | TAX  | TOTAL  |
|----------------|-----|--------|---------|------|--------|
| Totals: Hall 2 |     |        |         | 0.25 | 223.22 |

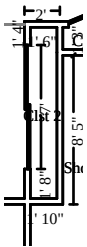
Clst 1

Height: 8'



|                          |                         |
|--------------------------|-------------------------|
| 56.67 SF Walls           | 4.17 SF Ceiling         |
| 60.83 SF Walls & Ceiling | 4.17 SF Floor           |
| 0.46 SY Flooring         | 6.67 LF Floor Perimeter |
| 9.17 LF Ceil. Perimeter  |                         |

| DESCRIPTION                                                | QTY     | REMOVE | REPLACE | TAX  | TOTAL |
|------------------------------------------------------------|---------|--------|---------|------|-------|
| 95. Tear out non-salvageable vinyl, cut & bag for disposal | 4.17 SF | 1.86   | 0.00    | 0.02 | 7.78  |
| 96. Tear out baseboard                                     | 6.67 LF | 0.67   | 0.00    | 0.00 | 4.47  |
| 97. Drill holes for wall cavity drying                     | 8.00 EA | 0.00   | 0.71    | 0.00 | 5.68  |
| Totals: Clst 1                                             |         |        |         | 0.02 | 17.93 |



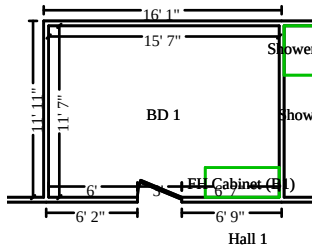
Clst 2

Height: 8'

|                           |                          |
|---------------------------|--------------------------|
| 132.00 SF Walls           | 14.50 SF Ceiling         |
| 146.50 SF Walls & Ceiling | 14.50 SF Floor           |
| 1.61 SY Flooring          | 15.33 LF Floor Perimeter |
| 22.33 LF Ceil. Perimeter  |                          |

| DESCRIPTION                                                | QTY      | REMOVE | REPLACE | TAX  | TOTAL |
|------------------------------------------------------------|----------|--------|---------|------|-------|
| 98. Tear out non-salvageable vinyl, cut & bag for disposal | 14.50 SF | 1.86   | 0.00    | 0.07 | 27.04 |
| 99. Tear out baseboard                                     | 15.33 LF | 0.67   | 0.00    | 0.00 | 10.27 |
| 100. Drill holes for wall cavity drying                    | 15.00 EA | 0.00   | 0.71    | 0.00 | 10.65 |
| Totals: Clst 2                                             |          |        |         | 0.07 | 47.96 |

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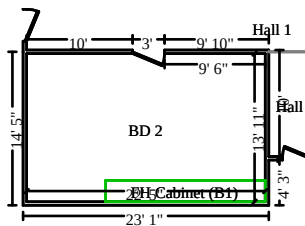
**BD 1**

**Height: 8'**

358.67 SF Walls  
539.17 SF Walls & Ceiling  
18.95 SY Flooring  
54.33 LF Ceil. Perimeter

180.51 SF Ceiling  
170.51 SF Floor  
44.33 LF Floor Perimeter

| Door                                                          | 3' X 6' 8" |        | Opens into HALL_1 |      |        |
|---------------------------------------------------------------|------------|--------|-------------------|------|--------|
| DESCRIPTION                                                   | QTY        | REMOVE | REPLACE           | TAX  | TOTAL  |
| 101. Tear out baseboard                                       | 12.00 LF   | 0.67   | 0.00              | 0.00 | 8.04   |
| 102. Tear out wet drywall, cleanup, bag for disposal          | 10.00 SF   | 1.24   | 0.00              | 0.13 | 12.53  |
| 103. Tear out and bag wet insulation                          | 10.00 SF   | 1.04   | 0.00              | 0.05 | 10.45  |
| 104. Drill holes for wall cavity drying                       | 11.00 EA   | 0.00   | 0.71              | 0.00 | 7.81   |
| 105. Cabinet - full height unit - Detach                      | 5.00 LF    | 0.00   | 25.82             | 0.00 | 129.10 |
| 106. Tear out wet non-salvageable carpet, cut & bag for disp. | 10.00 SF   | 0.77   | 0.00              | 0.05 | 7.75   |
| Carpet under cabinet                                          |            |        |                   |      |        |
| 107. Tear out wet carpet pad and bag for disposal             | 10.00 SF   | 0.72   | 0.00              | 0.05 | 7.25   |
| Pad under cabinet                                             |            |        |                   |      |        |
| Totals: BD 1                                                  |            |        |                   | 0.28 | 182.93 |



**BD 2**

**Height: 8'**

425.33 SF Walls  
737.30 SF Walls & Ceiling  
31.33 SY Flooring  
72.67 LF Ceil. Perimeter

311.97 SF Ceiling  
281.97 SF Floor  
52.67 LF Floor Perimeter

| Door                                                 |          | 3' X 6' 8" |         | Opens into HALL_1 |       |  |
|------------------------------------------------------|----------|------------|---------|-------------------|-------|--|
| DESCRIPTION                                          | QTY      | REMOVE     | REPLACE | TAX               | TOTAL |  |
| 108. Tear out baseboard                              | 23.00 LF | 0.67       | 0.00    | 0.00              | 15.41 |  |
| 109. Tear out wet drywall, cleanup, bag for disposal | 4.00 SF  | 1.24       | 0.00    | 0.05              | 5.01  |  |
| 110. Tear out and bag wet insulation                 | 4.00 SF  | 1.04       | 0.00    | 0.02              | 4.18  |  |



## ServiceMaster Sierras

Item 1.

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### CONTINUED - BD 2

| DESCRIPTION                                                   | QTY      | REMOVE | REPLACE | TAX   | TOTAL     |
|---------------------------------------------------------------|----------|--------|---------|-------|-----------|
| 111. Drill holes for wall cavity drying                       | 30.00 EA | 0.00   | 0.71    | 0.00  | 21.30     |
| 112. Cabinet - full height unit - Detach                      | 15.00 LF | 0.00   | 25.82   | 0.00  | 387.30    |
| 113. Tear out wet non-salvageable carpet, cut & bag for disp. | 30.00 SF | 0.77   | 0.00    | 0.15  | 23.25     |
| <b>Carpet under cabinet</b>                                   |          |        |         |       |           |
| 114. Tear out wet carpet pad and bag for disposal             | 30.00 SF | 0.72   | 0.00    | 0.15  | 21.75     |
| <b>Pad under cabinet</b>                                      |          |        |         |       |           |
| <hr/>                                                         |          |        |         |       |           |
| Totals: BD 2                                                  |          |        |         | 0.37  | 478.20    |
| <hr/>                                                         |          |        |         |       |           |
| Total: Upper Level                                            |          |        |         | 25.72 | 8,307.63  |
| <hr/>                                                         |          |        |         |       |           |
| Line Item Totals: SONORA_FIRE_DEPT                            |          |        |         | 52.70 | 25,005.45 |

### Grand Total Areas:

|                             |                                    |                               |
|-----------------------------|------------------------------------|-------------------------------|
| 6,243.83 SF Walls           | 3,000.37 SF Ceiling                | 9,244.21 SF Walls and Ceiling |
| 2,958.24 SF Floor           | 328.69 SY Flooring                 | 737.61 LF Floor Perimeter     |
| 0.00 SF Long Wall           | 0.00 SF Short Wall                 | 878.28 LF Ceil. Perimeter     |
| 2,958.24 Floor Area         | 3,211.06 Total Area                | 6,039.58 Interior Wall Area   |
| 3,576.50 Exterior Wall Area | 408.50 Exterior Perimeter of Walls |                               |
| 0.00 Surface Area           | 0.00 Number of Squares             | 0.00 Total Perimeter Length   |
| 0.00 Total Ridge Length     | 0.00 Total Hip Length              |                               |



## ServiceMaster Sierras

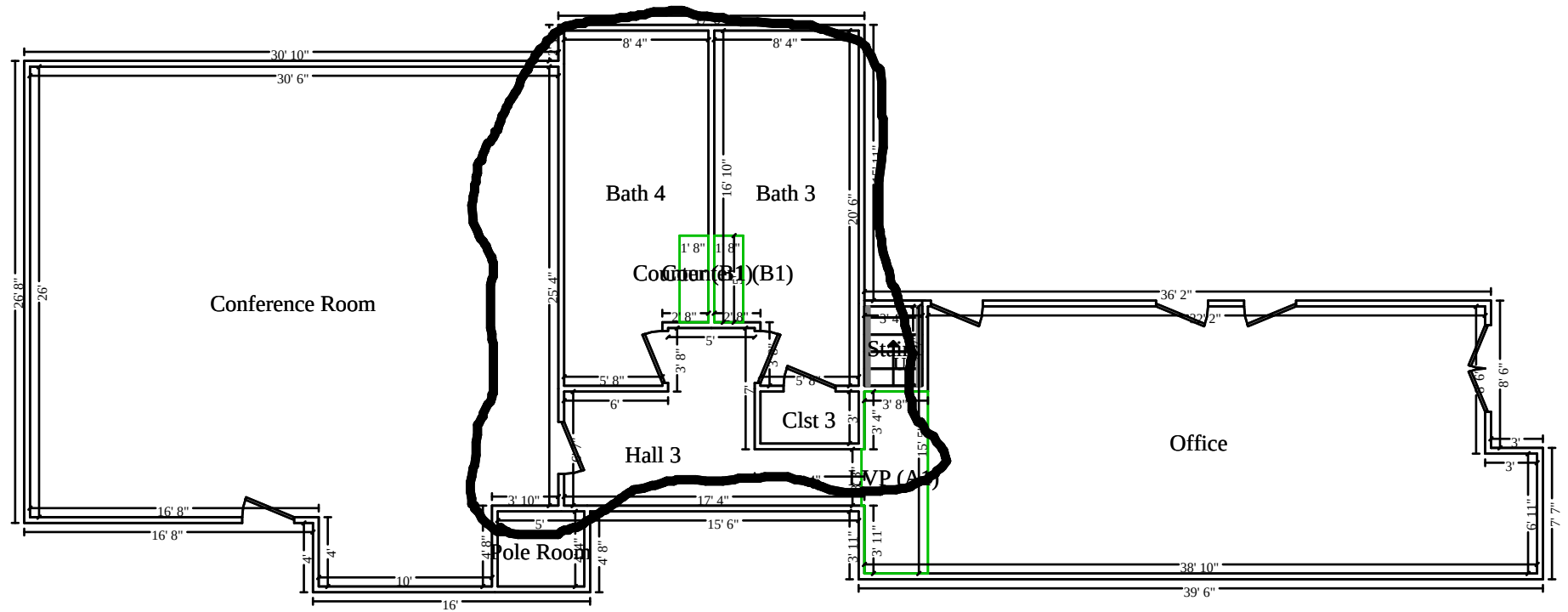
Item 1.

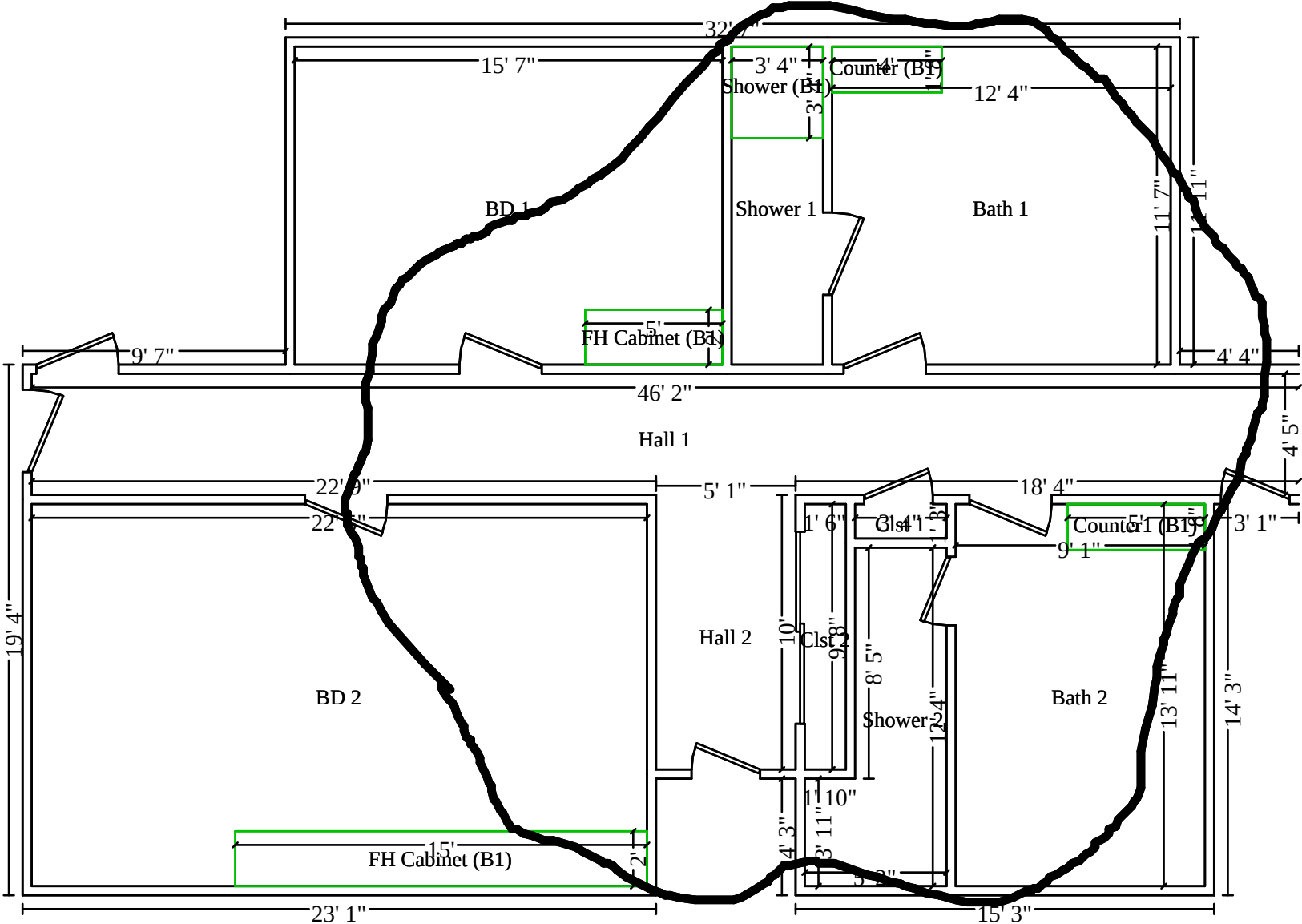
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### Summary for Dwelling

|                               |                    |
|-------------------------------|--------------------|
| Line Item Total               | 24,952.75          |
| Material Sales Tax            | 52.70              |
| <b>Replacement Cost Value</b> | <b>\$25,005.45</b> |
| <b>Net Claim</b>              | <b>\$25,005.45</b> |

Casey Klyn







## CITY COUNCIL AGENDA REPORT

**MEETING DATE:** January 3, 2023  
**TO:** City Council Members  
**FROM:** Rachelle Kellogg, Community Development Director  
**SUBJECT:** Successor Housing Agency Annual Report 2022

---

### RECOMMENDATION

Receive the City of Sonora Housing Successor Annual Report for 2022.

### DISCUSSION

On February 1, 2012 all redevelopment agencies were dissolved within the State of California. Upon the dissolution of the former Redevelopment Agency for the City of Sonora the City elected to assume the responsibilities of the Housing Successor. Senate Bill 341, signed into law on October 13, 2013, created new annual housing reporting requirements for Housing Successors. The Housing Successor Annual Report must be presented to the City Council, filed with the State Department of Housing & Community Development and posted to the City's website. Health & Safety Code Section 34176.1 specifies the housing financial and activity information to be included within this report.

At the time of dissolution, all of the Redevelopment Agency's low-income housing funds were remanded to the State. Housing Successors were allowed to retain the Low-Income Housing Fund's assets including loan repayments. As reflected in the attached report, over the past 10 years the fund has grown and has a current balance of \$711,651.88. The use of these funds are restricted to increasing low-income housing within the City of Sonora as specified within the California Health & Safety Code and for staff monitoring/administration. The City was able to utilize a portion of these funds to purchase the property at 290 S. Stewart Street for the Stewart Street Shelter Project and will use a portion of these funds for the project's engineering and design in Fiscal Year 2023/24. The City will also use a portion of these funds for the State mandated Housing Element Update.

### FISCAL IMPACT

None

### ATTACHMENT

- 1) City of Sonora's Housing Successor Annual Report

**CITY OF SONORA  
HOUSING SUCCESSOR ANNUAL REPORT  
FOR THE  
LOW AND MODERATE INCOME HOUSING ASSET FUND  
FISCAL YEAR 2022**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the City of Sonora (Housing Successor) activities during Fiscal Year 2020/21 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

|                                                                                                        |                           |
|--------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Beginning Balance:</b>                                                                              | <b>\$ 485,512.25</b>      |
| <b>Amount Deposited into LMIHAF:</b>                                                                   | <b>\$ 234,303.96</b>      |
| <b>Expenditures from LMIHAF:</b>                                                                       |                           |
| 1) Monitoring & Administration Expenditures                                                            | <b>\$ 2,952.42</b>        |
| 2) Housing Property Maintenance                                                                        | <b>\$ <u>5,211.91</u></b> |
| <b>Total</b>                                                                                           | <b>\$ 8,164.33</b>        |
| <b>Ending Balance of LMIHAF:</b>                                                                       | <b>\$ 711,651.88</b>      |
| <b>Statutory Value of Assets Owned by Housing Successor:</b>                                           | <b>\$1,651,774.64</b>     |
| <b>Transfers to any other housing successor agency:</b>                                                | <b>None</b>               |
| <b>Housing projects receiving tax revenue pursuant to the ROPS :</b>                                   | <b>None</b>               |
| <b>Status of Compliance with Section 33334.16 :</b><br><b>(Real Property acquired for development)</b> |                           |

The City of Sonora, as the Successor Housing Agency, purchased the existing residence at 290 S. Stewart Street in Fiscal Year 2020/21 to be renovated for a homeless shelter. The City will be moving forward with engineering and design for the project in Fiscal year 2023/24.

|                                                                                                                                                                                                               |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Description of Outstanding Obligations under Section 33413:</b><br><b>(Replacement of units destroyed or removed by Redevelopment Agency/<br/>Outstanding Inclusionary/Production Housing Obligations)</b> | <b>None</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|

Description of expenditures for housing development(s)  
by income restriction, for five-year period, with the time period  
beginning January 1, 2014.

None

The percentage of units of deed-restricted rental housing restricted  
to seniors and assisted individually or jointly by the Housing  
Successor, Sonora Redevelopment Agency, and City of Sonora, for  
the period of January 1, 2004 to January 1, 2014, in relation to the aggregate  
number of units of deed-restricted rental housing assisted individually or jointly  
by the Housing Successor, Sonora Redevelopment Agency and City of Sonora  
within the same time period.

None

**Excess Surplus:** The LMIHAF does not have Excess Surplus

*Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.*

*The following provides the Excess Surplus test for the preceding four Fiscal Years:*

|                            | FY<br>2013 | FY<br>2014 | FY<br>2015 | FY<br>2016 | FY<br>2017 | FY<br>2018 | FY<br>2019 | FY<br>2020 | FY<br>2021 |
|----------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Beginning Balance</b>   | 75,098.21  | 39,804.96  | 18,371.00  | 27,900.85  | 96,462.11  | 132,161.25 | 204,445.26 | 176,730.41 | 384,002.60 |
| <b>Add: Deposits</b>       | 12,842.44  | 13,208.16  | 18,520.81  | 74,247.90  | 48,372.25  | 91,685.63  | 20,986.46  | 274,325.09 | 252,591.23 |
| <b>(Less) Expenditures</b> | 48,135.69  | 34,642.12  | 8,990.96   | 5,686.64   | 12,673.11  | 19,401.62  | 48,701.31  | 67,052.90  | 151,081.58 |
| <b>Ending Balance</b>      | 39,804.96  | 18,371.00  | 27,900.85  | 96,462.11  | 132,161.25 | 204,445.26 | 176,730.41 | 384,002.60 | 485,512.25 |

|                            | FY<br>2022 |
|----------------------------|------------|
| <b>Beginning Balance</b>   | 485,512.25 |
| <b>Add: Deposits</b>       | 234,303.96 |
| <b>(Less) Expenditures</b> | 8,164.33   |
| <b>Ending Balance</b>      | 711,651.88 |

Provide an inventory of homeownership units assisted by the  
Sonora Redevelopment Agency subject to covenants & restrictions  
pursuant to subdivision (f) of Section HSC Section 33334.3.

None



## CITY COUNCIL AGENDA REPORT

**MEETING DATE:** January 03, 2023

**TO:** City Council Members

**FROM:** Aimee New, Fire Chief

**SUBJECT:** Ratify Cooperative Fire Programs and Fire Protection Reimbursement Agreement between the Chicken Ranch Rancheria of Me-Wuk Indians and the City of Sonora

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### RECOMMENDATION

Ratify Cooperative Fire Programs and Fire Protection Reimbursement Agreement between the Chicken Ranch Rancheria of Me-Wuk Indians and the City of Sonora.

### DISCUSSION

The Sonora City Council authorized the City's intent to negotiate an Agreement for fire services with the Chicken Ranch Rancheria of Me-Wuk Indians on November 15, 2021. Over the past year, City Staff has been negotiating a cooperative Fire Programs and Fire Protection Reimbursement Agreement with Tribal Leadership. Through this Agreement, the City of Sonora will provide Fire Department personnel for the Tribe's future fire station located on Trust Land on Nelson Rd in Jamestown. The service area, Trust Land, covered by the future station is outlined and identified in EXHIBIT A of the Agreement. Construction of the future station is expected to be completed by the Tribe in 2023-2024. The Tribe will maintain all facilities and equipment.

The City, under this agreement, will be expected to:

Supply personnel necessary to provide wild land and structural fire protection, rescue, first aid, and other emergency response services, and other fire protection, prevention and suppression services.

Make initial emergency medical incident responses with respect to patrons and tribal employees located at the Chicken Ranch Casino/Hotel Buildings.

Conduct inspection of the Tribe properties within the Service Area to ensure compliance with applicable fire codes; and

Assist the Tribe in selecting an appropriate and duly qualified vendor for the repair and maintenance of fire extinguishers, fire alarms, and fire suppression systems.

City Staff anticipates being fully staffed and operational by FY 2023-2024. The City will recruit for a total of nine (9) Full Time Equivalent (FTE) positions under the Agreement. Positions include: 3 three (3) FTE Captains, three FTE (3) Fire Engineers, and three (3) FTE Firefighters. The Term of this commitment is three (3) years. This item has been supported by the Association representing fire personnel.

City Staff believes a partnership with the Tribe will provide a substantial emergency response resource for the entire Region. The ultimate goal of the facility is to provide emergency response resources for the Tribal community, but also serve as a regional facility that will provide support to the surrounding areas.

**FISCAL IMPACT**

There will be no impact to the general fund to increase fire personnel to provide a cooperative fire program and fire protection as outlined in the Reimbursement Agreement. All personnel cost increases will be offset by reimbursement to the City of Sonora from the Tribe. In addition, the Tribe will have a cost share of the Fire Chief's annual total compensation and a ten percent administrative fee to cover hiring and additional expenses.

This item has been reviewed by Legal Council and the Central San Joaquin Valley Risk Management Authority (CSJVRMA).

**ATTACHMENTS**

- Cooperative Agreement
- TC Resolution
- GC Resolution

## COOPERATIVE FIRE PROGRAMS AND FIRE PROTECTION REIMBURSEMENT AGREEMENT

THIS COOPERATIVE FIRE PROGRAMS AND FIRE PROTECTION REIMBURSEMENT AGREEMENT (“Agreement”) is made effective January 3, 2023 (“Effective Date”), the date of actual signature by the parties notwithstanding, by and between the City of Sonora (“COS”), an incorporated municipality of the State of California, and the Chicken Ranch Rancheria of Me-Wuk Indians of California, a federally recognized Indian tribe (“TRIBE”). The TRIBE and COS are referred to hereinafter collectively as “Parties” and individually as “Party”.

### RECITALS

WHEREAS, subject to the terms and condition herein, the TRIBE desires that COS provide personnel to the TRIBE for certain fire prevention and emergency related services (collectively hereinafter, the “Services”), including:

- (i) supplying COS personnel necessary to provide wild land and structural fire protection, rescue, first aid, and other emergency response services, and other fire protection, prevention and suppression services;
- (ii) making initial emergency medical incident responses with respect to patrons and tribal employees located at the Chicken Ranch Casino/Hotel buildings;
- (iii) conducting inspections of the TRIBE properties within the Service Areas (as defined in Section 2.1 of this Agreement) to ensure compliance with applicable fire codes; and
- (iii) assisting the TRIBE in selecting an appropriate and duly qualified vendor for the repair and maintenance of fire extinguishers, fire alarms, and fire suppression systems.

WHEREAS, subject to the terms and condition herein, COS is willing to provide the Services to the TRIBE.

WHEREAS, the Parties acknowledge that COS has the expertise, special skills, knowledge and experience required to perform the Services, which are vital and necessary for the safety and benefit of the TRIBE and Tuolumne County.

WHEREAS, the Parties acknowledge that those Services to be provided by COS which are not directly related to fire protection, prevention and suppression, such as medical calls, account for a larger percentage of time spent by the non-administrative personnel of COS.

WHEREAS, the TRIBE shall construct a fire station (the “Chicken Ranch Fire Station”) on tribal land subject to the jurisdiction of the TRIBE, which will include a garage and bays for the housing and servicing of fire apparatus and equipment, administrative offices, training room space, living quarters for firefighters, an exercise facility and other improvements.

WHEREAS, the Parties acknowledge that the Chicken Ranch Fire Station is to be constructed in a geographic location that will be beneficial with respect to the Services to be provided by COS.

WHEREAS, subject to the terms and conditions herein, the TRIBE agrees to provide funding and other assistance to COS in exchange for the Services.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the adequacy and sufficiency of which as consideration both Parties acknowledge, COS and the TRIBE agree as follows:

**1. Recitals.**

The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 25 of this Agreement, Sections 1 through 25 shall prevail.

**2. Scope of Services.**

2.1 COS agrees to provide the Services to the TRIBE, inclusive of those needed on tribal land subject to the jurisdiction of the TRIBE (the “Service Areas”) to the extent and in the manner set forth in this Agreement necessary to ensure the safety and protection of the community for the benefit of the TRIBE. The Service Areas are more particularly described and depicted in **Exhibits A and B**, attached hereto and incorporated herein by reference.

2.2 To facilitate COS providing the Services, during the Term, as defined in Section 3 of this Agreement, the TRIBE shall permit COS to have the full use and occupancy of the Chicken Ranch Fire Station facility and fire apparatus, which will include appropriate living quarters for male and female employees of COS.

2.3 To facilitate COS providing the Services, the TRIBE shall procure a fully equipped Type 1 Fire Engine to be utilized by COS personnel for emergency response.

2.4 The cost of maintaining, operating, and replacing all property and equipment, real or personal, furnished by the Parties hereto for fire protection purposes or emergency incident response, shall be borne by the Party owning or furnishing such property or equipment, unless otherwise specifically provided herein or by separate written agreement. A separate written agreement shall be entered into between the Parties with respect to the transfer of personal property from the TRIBE to COS, which transfer will be at “no cost” to COS.

2.4.1 If COS determines that specific maintenance or repairs in connection with the Chicken Ranch Fire Station facility or living quarters for firefighters is required, it shall promptly notify the TRIBE'S chief executive officer of the scope of repair work required. COS shall not initiate or cause any repairs or specific maintenance to be made without the prior written consent of the Tribe. Repairs and specific maintenance not necessitated by the actions or inactions of COS or persons under its control shall be made by the TRIBE at its sole expense and in a timely manner. If the living quarters for firefighters within the Chicken Ranch Fire Station facility are uninhabitable due to necessary maintenance/repairs,

unless such maintenance/repairs is necessitated by the actions or inactions of COS or persons under its control, the TRIBE shall provide alternative quarters until such necessary maintenance/repairs are complete and the living quarters are again habitable.

- 2.4.2 The TRIBE agrees to pay all reasonable and documented maintenance and fuel expenses not exceeding the actual costs thereof for apparatus and equipment specifically assigned to the Chicken Ranch Fire Station. Any maintenance performed on fire apparatus must be completed by a fire mechanic certified by the State of California. The Parties intend to enter into a separate written agreement for maintenance services to be provided by a COS fire mechanic.

3. **Term; Annual Adjustment of Services and Service Costs.**

- 3.1 The initial term of this Agreement shall commence as of the Effective Date and continue for a period of three (3) years. At the end of the third year, the Agreement shall automatically renew for three (3) year periods thereafter unless the Parties mutually agree in writing to renegotiate the terms and conditions of this Agreement or until otherwise terminated by the parties as hereinafter provided. The terms of this Agreement shall remain in full force and effect until the Parties have entered into an agreement or an amendment to the Agreement that replaces or supersedes this Agreement.
- 3.2 Thirty (30) days prior to the expiration of each year this Agreement is in effect, and in no event later than May 1 of each calendar year, COS shall submit to the TRIBE an annual budget and cost schedule for the Services to be performed for the next year. If the TRIBE does not agree to the revised budget or cost schedule on or before June 1 of each calendar year, then this Agreement shall automatically terminate, subject to a “wind down period” not to exceed nine (9) months. If termination is activated, COS shall act expeditiously to wind down its use of the Chicken Ranch Fire Station facility unless otherwise mutually agreed by the Parties.
- 3.3 Each annual budget and cost schedule, if approved by the TRIBE, shall be automatically incorporated into this Agreement as a revised **Exhibit C**.
- 3.4 During the wind-down period, COS shall continue to provide the Services and the TRIBE shall be obligated to compensate COS for the Services that are provided according to the previously accepted budget and cost schedule. After conclusion of the wind down period, COS shall vacate the Chicken Ranch Fire Station; and the TRIBE shall have no further payment obligations to COS.
- 3.5 Either Party may terminate this Agreement with or without cause upon nine (9) months’ advanced written notice to the other Party. However, if either Party is in material breach of one or more of its obligations under this Agreement, the non-breaching Party may terminate this Agreement upon one hundred twenty (120) days written notice to the breaching Party.

- 3.6 Upon good cause shown, any wind down period required by this Agreement may be extended by mutual agreement of the Parties for additional time reasonably necessary to complete the wind down process.
- 3.7 In the case of any early termination, as provided by this Section 2, COS shall be paid for all Services it has rendered up to the effective date of termination; provided COS is not in material breach of its obligations hereunder.

**4. Payment for Services.**

- 4.1 Upon full execution of this Agreement, the TRIBE shall remit fifty percent (50%) of the Administrative Fee for Year 1 provided in **Exhibit C**, attached hereto and incorporated herein by reference.
- 4.2 COS shall prepare and submit a monthly invoice (in a form and content approved by both Parties) on or before the fifth (5<sup>th</sup>) day of each month this Agreement is in effect. Each invoice shall identify the line item Services provided, consistent with the current budget and cost schedule (Exhibit C), including any reimbursable costs incurred for the prior month, and state the amount due. Invoices shall be sent to:

Chicken Ranch Rancheria of Me-Wuk Indians of California  
Chicken Ranch Rancheria  
P.O. Box 1159  
Jamestown, CA 95327

- 4.3 The TRIBE shall pay to COS the amount stated in each invoice within thirty (30) days of the date of receipt of the invoice.
- 4.4 If any line item in the budget is or may be exceeded, COS shall notify the TRIBE and request a budget amendment. The TRIBE shall review any budget adjustment request and grant or deny the same in its sole discretion. The TRIBE shall not unreasonably withhold a requested budget amendment.

**5. Supervision and Control of Personnel.**

- 5.1 COS shall have the exclusive authority to determine the standards of performance, the discipline of paid personnel, and other matters incidental to the performance of the Services under this Agreement. The TRIBE may at any time report to COS its concerns about the way any of the personnel perform Services pursuant to this Agreement. COS shall investigate those concerns and take whatever action it deems appropriate.
- 5.2 COS personnel performing Services pursuant to this Agreement dispatched by the Emergency Command Center to emergency or non-emergency incidents shall respond as a COS/Chicken Ranch Fire Department resource, and operations shall be conducted under the Incident Command System. With respect to general station, community, and prevention needs, COS's Company Officer (s) or Fire Chief shall have the exclusive authority to direct firefighters with respect to the rendition of such Services.

**6. COS Officers and Employees Are Not Tribal Officers and Employees.**

For the purpose of performing Services pursuant to this Agreement, COS and the agents and employees of COS, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the TRIBE. The TRIBE and the agents and employees of the TRIBE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of COS. The TRIBE shall not control the means, manner or methods used by the COS in providing its Services. COS shall not identify or represent itself as an employee or agent of the TRIBE at any time; and shall not enter into any contracts on behalf of the TRIBE.

**7. Insurance.**

COS and the TRIBE acknowledge that each shall maintain liability and workers' compensation insurance, or a program or programs of self-insurance, that reasonably protect their respective operations. Each Party shall take out, maintain, and cover the cost of its own programs of insurance or self-insurance at all times during the performance of any activities done under the terms of this Agreement. The insurance of COS shall be primary and each Party waives the right of subrogation as to any claim for which insurance coverage is provided.

**8. Indemnification.**

To the greatest extent permitted by law, each Party agrees to indemnify, defend, and hold harmless the other Party, its elected and appointed officers and officials, Tribal members, employees, consultants, agents and attorneys from and against any and all claims of any nature whatsoever for personal injury, property damage or other monetary loss, including for reasonable attorney's fees and costs of litigation, payable to a third party claimant arising from or related to the negligence, intentional wrongdoing or breach of contract, as determined through a dispute resolution process, of the indemnifying Party or its elected and appointed officers and officials, members, employees, consultants, agents and attorneys.

**9. Limited Waiver of Sovereign Immunity.**

The Tribe hereby expressly provides a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim brought to resolve any dispute arising out of this Agreement, subject to the provisions of, and limitations in, Tribal Council Resolution No. TC-22-10-05-02 and General Council Resolution No. GC-22-10-08-02, attached hereto as **Exhibit D** and incorporated herein by reference, to have disputes resolved solely in the manner set forth in Section 10 below. No other waiver of immunity shall be deemed granted, either expressly or impliedly, under this Agreement and the waiver shall not be construed to run in favor of any third party.

**10. Dispute Resolution.**

- 10.1 In the event of a dispute between the Parties to this Agreement as to any provisions of this Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s) not later than ten (10) calendar days after a Party has issued written notice of the dispute, unless the Parties agree in writing to an extension of time. If the parties are unsuccessful in resolving the dispute to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either COS or the TRIBE may initiate binding arbitration utilizing the services of a mutually agreed upon resource or JAMS.
- 10.2 The arbitration shall be held at a location in Tuolumne County selected by JAMS and conducted by a single arbitrator who shall be a retired judge of the State of California. The decision of the arbitrator shall be in writing, shall be based in the governing law of this Agreement, shall be written in a manner similar to judicial decisions and shall be binding on the Parties. Judgment on the award may be entered in and enforced by any court which has the power to compel the arbitration as described herein. If the Parties cannot agree on the arbitrator, JAMS shall be apprised in writing of the specific issues and facts in dispute and JAMS shall provide each Party with the name of three retired judges from the JAMS panel who have experience in similar contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges as the arbitrator. Each Party will bear its own costs, attorneys' fees and proportional share of the costs and expenses of JAMS and the arbitrator.
- 10.3 The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony shall be kept confidential.
- 10.4 The sole means by which arbitration may be compelled under this Agreement shall be through the Federal Courts of the United States or the Intertribal Court of Southern California.
- 10.5 This Section may not be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation provided that no Party is under any obligation to agree to such alternative method of dispute resolution.

**11. No Personal Liability.**

Nothing herein shall act or be construed to waive the sovereign immunity of any Tribal member, elected or appointed officer or official, manager, agent, attorney or employee of the TRIBE.

No Tribal member elected or appointed officer or official, manager, agent, attorney or employee of the TRIBE shall have any liability for any obligations of the TRIBE under this Agreement.

**12. Governing Law.**

This Agreement shall be governed by, and thus interpreted in accordance with, the laws and ordinances of the Tribe. Any tribal law adopted after the execution of this Agreement which materially changes the rights or obligations of the Parties shall not be applicable to this Agreement unless:

- i) Forty-five (45) days' advanced written notice of the Tribe's intended consideration of the law is provided to COS; and
- ii) COS provides written consent to the material changes and proof of approval by the COS City Council or proof that City Council approval is not required by the COS Municipal Code.

Should COS not consent to the material changes resulting from the proposed tribal law, the Parties shall negotiate in good faith to amend this Agreement to mitigate the material changes to the rights or obligations of the effected Parties. If the Parties are unable to reach such an agreement, either Party may terminate this Agreement, subject to the requirements of Section 3, above, and such termination shall be construed as a termination without cause.

In the event there is no applicable law or ordinance of the Tribe, then federal law shall govern this Agreement, and in the event no federal law is applicable, then this Agreement shall be governed by the laws of the State of California.

**13. Modification of Agreement.**

This Agreement constitutes the entire agreement between the Parties hereto. To be effective, any modification of this Agreement must be in writing and signed by both Parties. The Parties recognize that the Tribe's jurisdiction and government are subject to change as the Tribe develops and acquires additional land, which changes may require an amendment to Section 2, Scope of Services, as well as other provisions in this Agreement. The Parties agree to re-open negotiations of this Agreement upon request of either Party, provided that any request to re-open negotiations of this Agreement is in writing and includes a detailed explanation of the conditions which require any material change to this Agreement, as well as the implications of failing to re-negotiate in light of those conditions.

**14. Notices.**

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt or five (5) days after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the above Parties as follows:

To COS: City of Sonora  
94 N. Washington Street  
Sonora, Ca. 95370  
Attn: City Administrator

To the TRIBE: Lloyd Mathiesen  
Tribal Chairman  
Chicken Ranch Rancheria  
P.O. Box 1159  
Jamestown, Ca. 95327

Notices of a change in address of one of the Parties shall be given in writing to the other Party as provided above but shall be effective only upon actual receipt.

**15. No Third-Party Beneficiaries and Assignment.**

No Party may assign its right or obligations under this Agreement without the prior written consent of the other Party, which may be granted or denied in the other Party's sole discretion. Notwithstanding any provision of law, this Agreement is not intended to and shall not be construed to create any right on the part of a third-party to bring an action to enforce any of this Agreement's terms.

**16. Entire Agreement.**

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

**17. 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.

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

**19. 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.

**20. 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.

**21. Supersedes Prior Agreement.**

It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**22. Mandatory and Permissive.**

“Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**23. Successors and Assigns.**

All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**24. Headings.**

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

25. **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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

City of Sonora, an incorporated municipality  
of the State of California

\_\_\_\_\_  
By: Melissa Eads  
Its: City Administrator

Date: \_\_\_\_\_

Chicken Ranch Rancheria of Me-Wuk Indians  
of California, a federally recognized Indian  
tribe

\_\_\_\_\_  
By: Lloyd Mathiesen  
Its: Tribal Chairman

Date: \_\_\_\_\_

**EXHIBIT A**  
**Exterior Boundaries of the Tribe's Reservation**

# Acreage of Tribal Lands

**Acreage**

Trust Total: 52.419  
Fee Total: 1515.207  
Total: 1567.626  
Total Original Reservation: 40  
Original Reservation Owned: 15.324  
Original Reservation in Trust: 9.384  
Original Reservation in Fee: 5.94



**Tribal Lands**

-  Fee
-  Trust
-  Non-Tribal Parcels
-  Roads

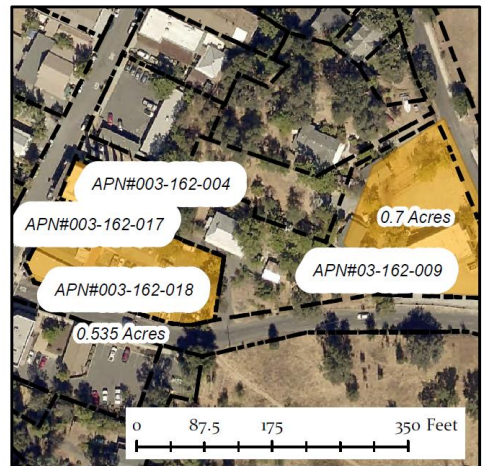
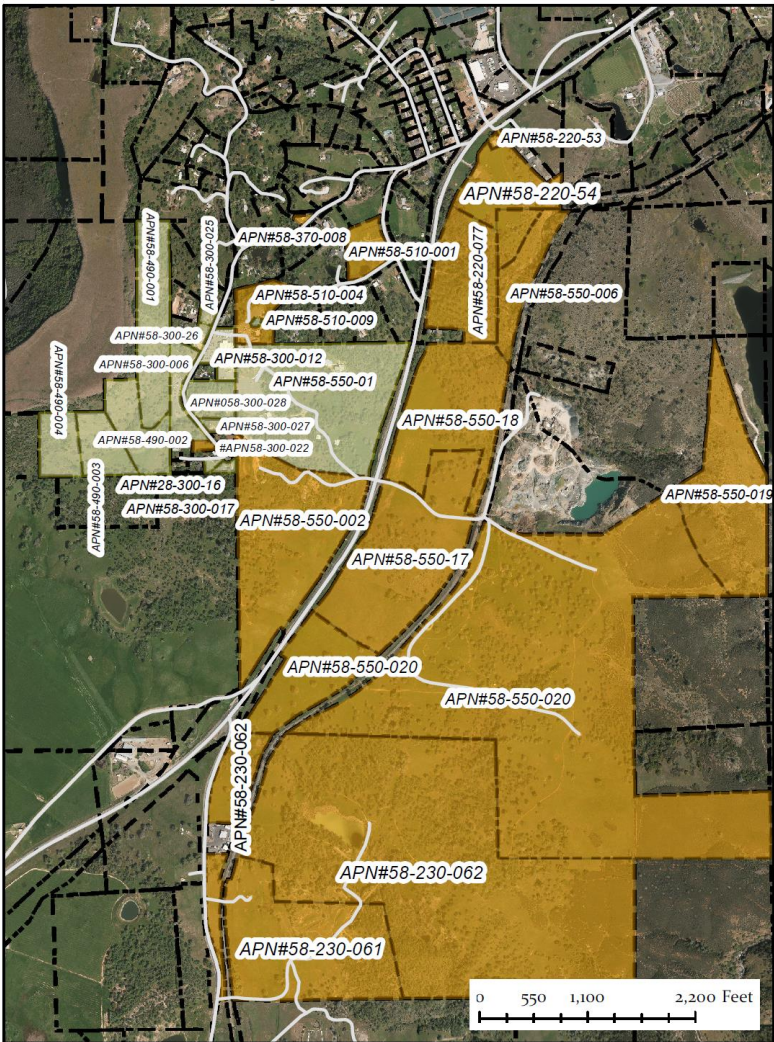


**Chicken Ranch Rancheria of Me-Wuk Indians of California. Map is for internal use only.**

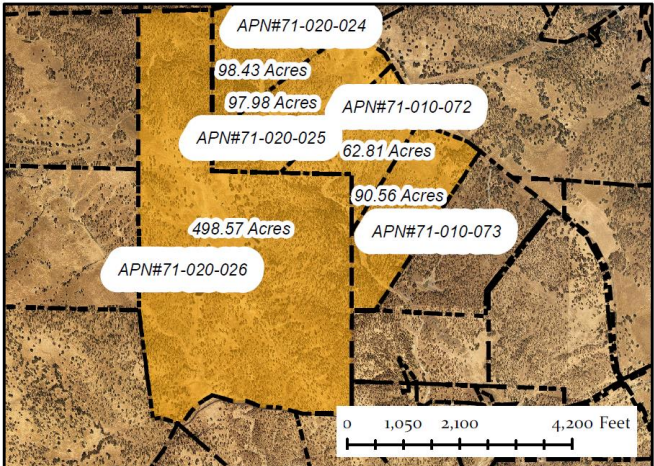
Parcels: Tuolumne County 2018.  
Aerials: 360 Aerial Surveys 2018.  
Acreage: Various Survey Maps 1960-2004

Map made December 3, 2019. B. Hunter.

A.) Rancheria and Makey Ranch



B.) Jamestown Properties



C.) Don Pedro Property

**EXHIBIT B**  
**Contiguous Fee Lands Pending Trust Status**

# Acreage of Tribal Lands

## Acreage

Trust Total: 52.419

Fee Total: 1515.207

Total: 1567.626

Total Original Reservation: 40

Original Reservation Owned: 15.324

Original Reservation in Trust: 9.384

Original Reservation in Fee: 5.94



### Tribal Lands

- Fee
- Trust
- Non-Tribal Parcels
- Roads



Chicken Ranch Rancheria of  
 Me-Wuk Indians of California. Map is  
 for internal use only.

Parcels: Tuolumne County 2018.

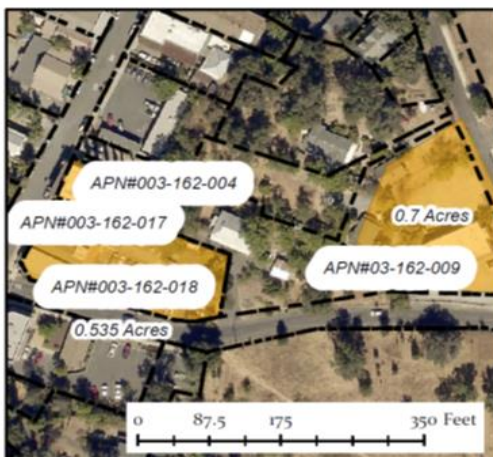
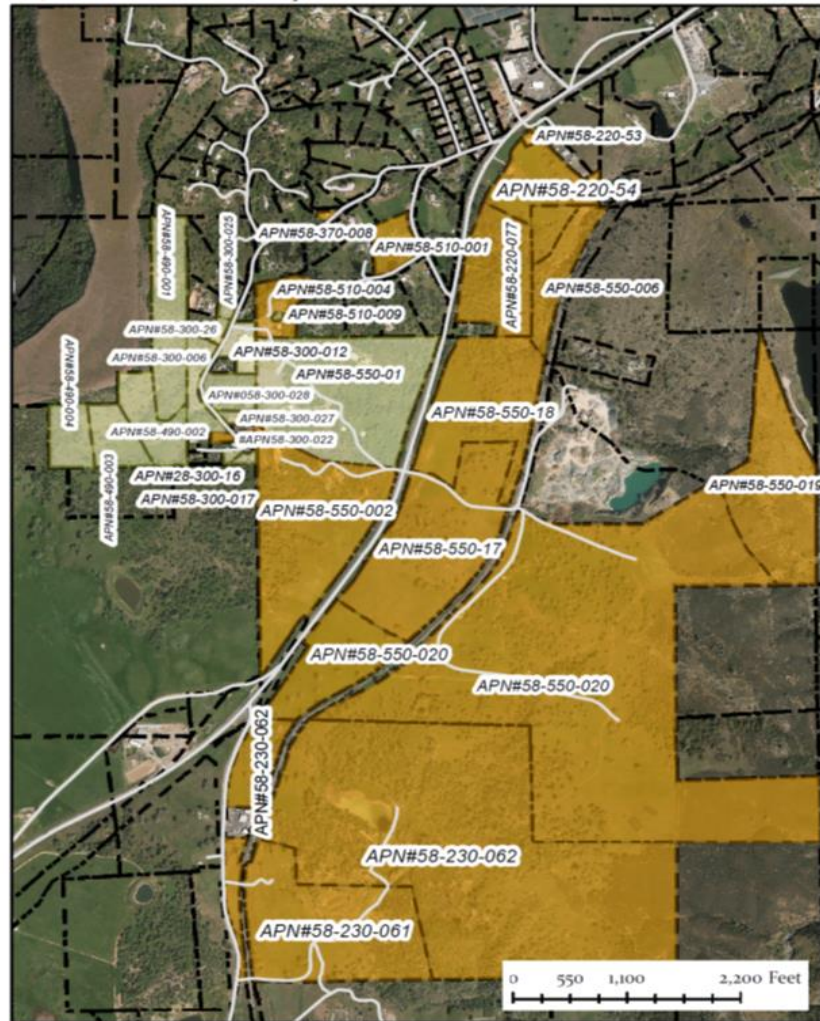
Aerials: 360 Aerial Surveys 2018.

Acreage: Various Survey Maps

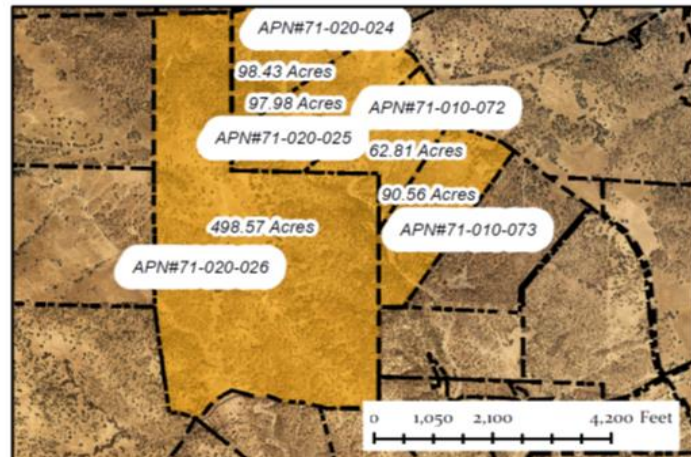
1960-2004

Map made December 3, 2019. B. Hunter.

A.) Rancheria and Makey Ranch



B.) Jamestown Properties



C.) Don Pedro Property

## EXHIBIT C

### Annual Budget and Cost Schedule

#### City of Sonora Chicken Ranch Fire Department City Personnel

| Job Position              | FTE | FY 22/23 (10/22 - 6/23)* |                     | FY 23/24 (7/23-6/24) |                     | FY 24/25 (7/24-6/25) |                     |
|---------------------------|-----|--------------------------|---------------------|----------------------|---------------------|----------------------|---------------------|
|                           |     | Step A                   | Step F              | Step A               | Step F              | Step A               | Step F              |
| Fire Chief                | 0.5 | \$ 103,122               | \$ 103,122          | \$ 146,879           | \$ 146,879          | \$ 151,476           | \$ 151,476          |
| Fire Captain              | 3   | \$ 314,782               | \$ 419,752          | \$ 463,008           | \$ 595,096          | \$ 484,761           | \$ 672,148          |
| Fire Engineer             | 3   | \$ 286,085               | \$ 382,063          | \$ 410,155           | \$ 559,104          | \$ 451,214           | \$ 575,615          |
| Firefighter               | 3   | \$ 254,709               | \$ 319,183          | \$ 368,048           | \$ 458,815          | \$ 392,771           | \$ 491,575          |
| Total Salaries & Benefits |     | <u>\$ 958,698</u>        | <u>\$ 1,224,120</u> | <u>\$ 1,388,090</u>  | <u>\$ 1,759,894</u> | <u>\$ 1,480,222</u>  | <u>\$ 1,890,814</u> |
| Administration (10%)      |     | <u>\$ 95,900</u>         | <u>\$ 122,400</u>   | <u>\$ 138,800</u>    | <u>\$ 176,000</u>   | <u>\$ 148,000</u>    | <u>\$ 189,100</u>   |
| Total Contract Range      |     | <u>\$ 1,054,598</u>      | <u>\$ 1,346,520</u> | <u>\$ 1,526,890</u>  | <u>\$ 1,935,894</u> | <u>\$ 1,628,222</u>  | <u>\$ 2,079,914</u> |
|                           |     | <i>*Partial Year</i>     |                     |                      |                     |                      |                     |

**EXHIBIT D**  
**Tribal Resolutions re: Limited Waiver of Sovereign Immunity**



RESOLUTION NO. TC-22-10-05-02

**A RESOLUTION OF THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS TRIBAL COUNCIL APPROVING THE TRIBE ENTERING INTO A “COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT” WITH THE CITY OF SONORA, INCLUDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FROM SUIT PROVISION**

**WHEREAS**, the Chicken Ranch Rancheria of Me-Wuk Indians (the “*Tribe*”) is a federally recognized Indian Tribe, recognized by the United States of America through the Secretary of the Interior, as a sovereign Indian Tribe possessed with inherent powers of tribal self-government; and

**WHEREAS**, among the powers of inherent sovereignty vested in the Tribe is the power to determine the Tribe’s own form of government, interpret its own laws, and be governed by those laws; and

**WHEREAS**, on June 9, 2001, the general membership of the Tribe adopted and established the “Constitution of the Chicken Ranch Rancheria of Me-Wuk Indians” (the “*Tribal Constitution*”) to serve as the governing document of the Tribe; and

**WHEREAS**, the General Council recognizes and continues to operate under the Tribal Constitution as its governing document; and

**WHEREAS**, Article V, Section 1 of the Tribal Constitution declares that the General Council of the Tribe shall be comprised of every duly enrolled Tribal member who is eighteen (18) years of age or older; and

**WHEREAS**, Article V, Section 4 of the Tribal Constitution establishes the Tribal Council as the governing body of the Tribe, the duty to govern all people, resources, land, and water reserved to the Tribe in accordance with the Tribal Constitution and applicable Federal Law; and

**WHEREAS**, subject to General Council’s consent to any waiver of sovereign immunity by the Tribe, Article V, Section 6 of the Tribal Constitution provides that Tribal Council has the following enumerated powers, among others: (a) to negotiate, contract or conclude agreements with private persons or organizations, and (j) to assert as a defense to lawsuits against the Tribe

the sovereign immunity of the Tribe and also to waive the Tribe's sovereign immunity from suit for purposes of declaratory and injunctive relief; and

**WHEREAS**, under Article V, Section 3(e) of the Tribal Constitution, one of the powers that is exclusively reserved to the General Council is the power to waive the Tribe's immunity from suit to allow for an award of money damages against the Tribe or otherwise encumber any tribal land or revenues; and

**WHEREAS**, pursuant to the power granted to it in Article V, Section 5 of the Tribal Constitution, on November 16, 2017 the Tribal Council adopted Ordinance No. 17-11-16-02 "An Ordinance of the Tribal Council of the Chicken Ranch Rancheria of Me-Wuk Indians of California Establishing Immunity Defenses and Indemnifying Tribal Elected Officials, Employees, and Officers" ("**Limited Liability Ordinance**") to serve as the controlling law, along with the Tribal Constitution, for defining how the Tribe will review and vote on transactions for which a waiver of tribal sovereign immunity is included; and

**WHEREAS**, the Limited Liability Ordinance at Section 5.03.020, "Waiver of Sovereign Immunity of Tribe," provides:

A. The sovereign immunity of the Tribe may be waived by a duly enacted ordinance or a resolution duly adopted pursuant to such authorizing ordinance of the Council, including this Title, explicitly waiving the Tribe's sovereign immunity from uncontested suit in any forum designated in the ordinance or resolution; provided, that such waiver shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds of the Tribe subject to the waiver, court or other forum having jurisdiction, and applicable law.

B. No express waiver or sovereign immunity by duly enacted ordinance or a resolution duly adopted pursuant to such authorizing ordinance of the Council, including this Title, shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Tribe other than the property specifically pledged, assigned, or identified in the duly enacted ordinance or a resolution duly adopted pursuant to such authorizing ordinance of the Council; and

**WHEREAS**, the Tribe desires that the City of Sonora ("**COS**") provide personnel to the Tribe for certain fire prevention and emergency related services, including: (i) supplying COS personnel necessary to provide wild land and structural fire protection, rescue, first aid, and other emergency response services, and other fire protection, prevention and suppression services; (ii) making initial emergency medical incident responses with respect to patrons and tribal employees located at the Chicken Ranch Casino/Hotel buildings; (iii) conducting inspections of the Tribe properties within certain defined "Service Areas" to ensure compliance with applicable fire codes; and (iv) assisting the Tribe in selecting an appropriate and duly qualified vendor for the repair and maintenance of fire extinguishers, fire alarms, and fire suppression systems; and

**WHEREAS**, COS is willing to provide the foregoing services pursuant to the terms and conditions contained in a "Cooperative Fire Programs Fire Protection Reimbursement Agreement ("Fire Services Agreement") substantially in the form attached hereto as ***Exhibit A***; and

**WHEREAS**, the Fire Services Agreement contains (i) a governing law provision selecting tribal law, (ii) an arbitration provision providing for all unresolved disputes to be subject to arbitration proceedings and for arbitration awards to be enforced in either federal or tribal court, (iii) a limited waiver of sovereign immunity provision in favor only of the parties to the Agreement and only as to enforcement of the terms of the Agreement; and

**WHEREAS**, the Tribal Council finds the Fire Services Agreement satisfies the requirements of the Limited Liability Ordinance, and complies with all laws and customs of the Tribe; and

**WHEREAS**, the Tribal Council believes that approval of the Fire Services Agreement is in the best interest of the Tribe and its Tribal members.

**WHEREAS**, pursuant to Resolution No. GC-22-10-08-02, the General Council has consented to the Tribal Council entering into the Fire Services Agreement.

**NOW THEREFORE BE IT RESOLVED**, the Tribal Council hereby approves the execution, delivery and performance by the Tribe of its obligations under the Fire Services Agreement.

**BE IT FURTHER RESOLVED**, that the Tribal Council approves of the execution and delivery by Lloyd Mathiesen, Chairman of the Tribe, or such other representative as may be duly authorized by the Tribal Council as circumstances may require, of the Fire Services Agreement substantially in the form attached as *Exhibit A* and any ancillary documents thereto and approves of the performance by the Tribe of its obligations thereunder, including all necessary acts in connection therewith.

**BE IT FURTHER RESOLVED**, the Tribal Council expressly, unequivocally and irrevocably approves the Tribe's limited waiver of sovereign immunity in the Fire Services Agreement on the following terms and conditions:

1. The Tribe shall expressly provide a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim that may be brought under Section 10 of the Fire Services Agreement to have the claim resolved solely in the manner set forth in Paragraph 2 below. No other waiver of immunity shall be deemed granted by the Tribe, either expressly or impliedly, under the Fire Services Agreement and the waiver shall not be construed to run in favor of any third party; nor shall the Agreement be deemed to be a third-party beneficiary contract of any kind.
2. (a) In the event of a dispute between the Parties to the Fire Services Agreement under Section 10 of the Fire Services Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s) not later than ten (10) calendar days after a Party has issued written notice of the dispute, unless the Parties agree in writing to an extension of time. If the parties are unsuccessful in resolving the dispute to the satisfaction of the Parties within thirty (30) calendar days after the first

meeting, then any Party to the Fire Services Agreement may initiate binding arbitration utilizing the services of a mutually agreed upon resource or JAMS.

- (b) The arbitration shall be held at a location in Tuolumne County selected by JAMS and conducted by a single arbitrator who shall be a retired judge of the State of California. The decision of the arbitrator shall be in writing, shall be based in the governing law of the Fire Services Agreement, shall be written in a manner similar to judicial decisions and shall be binding on the Parties. Judgment on the award may be entered in and enforced by any court which has the power to compel the arbitration as described herein. If the Parties cannot agree on the arbitrator, JAMS shall be apprised in writing of the specific issues and facts in dispute and JAMS shall provide each Party with the name of three retired judges from the JAMS panel who have experience in similar contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges as the arbitrator. Each Party will bear its own costs, attorneys' fees and proportional share of the costs and expenses of JAMS and the arbitrator.
- (c) The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony shall be kept confidential.
- (d) The sole means by which arbitration may be compelled under the Agreement shall be through the Federal Courts of the United States or the Intertribal Court of Southern California.
- (e) Nothing in this Paragraph 2 is to be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation provided that no Party is under any obligation to agree to such alternative method of dispute resolution.

**BE IT FURTHER RESOLVED** that upon approval by the Tribal Council, and execution and delivery by the Tribal Chairman or another duly authorized representative of the Tribal Council and following the General Council's consent by resolution of the Tribal Council approving the Tribe entering into the Fire Services Agreement, the agreement shall become a legal, valid, and binding obligation of the Tribe, enforceable in accordance with its terms.

**BE IT FURTHER RESOLVED**, in the event it is determined that any portion of this Resolution is inaccurate or invalid for any reason, such inaccuracy or invalidity shall not affect the remainder of this Resolution, which shall remain valid and in full force and effect.

**BE IT FINALLY RESOLVED**, this Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

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**CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS TRIBAL COUNCIL RESOLUTION –**

**Re: Cooperative fire programs fire protection reimbursement Agreement with City of Sonora**

Page 4 of 5

[Certification Page Follows]

### CERTIFICATION

This is to certify that the foregoing resolution and action was approved by the Chicken Ranch Rancheria of Me-Wuk Indians Tribal Council, at a duly noticed and convened Tribal Council meeting held on Wednesday, October 5, 2022, and was approved by a vote of \_\_\_\_\_ For \_\_\_\_\_ Against with \_\_\_\_\_ Abstaining, and that this Resolution has not been amended or rescinded in any way.



Lloyd R. Mathiesen, Chairman

Donna Mathiesen, Secretary



**THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL**

**RESOLUTION NO. GC-22-10-08-02**

**A RESOLUTION OF THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL CONSENTING TO THE TRIBAL COUNCIL'S APPROVAL OF THE TRIBE ENTERING INTO A "COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT" WITH THE CITY OF SONORA, INCLUDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FROM SUIT PROVISION**

**WHEREAS**, the Chicken Ranch Rancheria of Me-Wuk Indians (the "Tribe") is a federally recognized Indian Tribe, recognized by the United States of America through the Secretary of the Interior, as a sovereign Indian Tribe possessed with inherent powers of tribal self-government; and

**WHEREAS**, among the powers of inherent sovereignty vested in the Tribe is the power to determine the Tribe's own form of government, interpret its own laws, and be governed by those laws; and

**WHEREAS**, on June 9, 2001, the general membership of the Tribe adopted and established the "Constitution of the Chicken Ranch Rancheria of Me-Wuk Indians" (the "Tribal Constitution") to serve as the governing document of the Tribe; and

**WHEREAS**, the General Council recognizes and continues to operate under the Tribal Constitution as its governing document; and

**WHEREAS**, Article V, Section 1 of the Tribal Constitution declares that the General Council of the Tribe shall be comprised of every duly enrolled Tribal member who is eighteen (18) years of age or older; and

**WHEREAS**, Article V, Section 4 of the Tribal Constitution establishes the Tribal Council as the governing body of the Tribe, the duty to govern all people, resources, land, and water reserved to the Tribe in accordance with the Tribal Constitution and applicable Federal Law; and

**CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL RESOLUTION –  
Re: Cooperative Fire Programs Fire Protection Reimbursement Agreement with City of Sonora** Page 1 of 5

**WHEREAS**, Article V, Section 3 of the Tribal Constitution exclusively reserves to the General Council certain powers and declares that any exercise of these powers by the Tribal Council shall not be effective unless the General Council has given its consent to such action by written resolution of the majority vote of the General Council; and

**WHEREAS**, under Article V, Section 3(e) of the Tribal Constitution, one of the powers that is exclusively reserved to the General Council is the power to waive the Tribe's immunity from suit to allow for an award of money damages against the Tribe or otherwise encumber any tribal land or revenues; and

**WHEREAS**, Article V, Section 6(p) of the Tribal Constitution states that the Tribal Council has the power "[t]o assert as a defense to lawsuits against the Tribe the sovereign immunity of the Tribe and to waive the Tribe's sovereign immunity from suit for purposes of declaratory and injunctive relief, except that no waiver of sovereign immunity for the purpose of money damages can be made by the Tribal Council without the prior approval of the General Council;" and

**WHEREAS**, subject to Article V, Section 3(e) of the Tribal Constitution, Tribal Council is empowered under Article V, Section 6 of the Tribal Constitution to (i) negotiate, contract or conclude agreements with private persons or organizations; and

**WHEREAS**, the Tribe desires that the City of Sonora ("**COS**") provide personnel to the Tribe for certain fire prevention and emergency related services, including: (i) supplying COS personnel necessary to provide wild land and structural fire protection, rescue, first aid, and other emergency response services, and other fire protection, prevention and suppression services; (ii) making initial emergency medical incident responses with respect to patrons and tribal employees located at the Chicken Ranch Casino/Hotel buildings; (iii) conducting inspections of the Tribe properties within certain defined "Service Areas" to ensure compliance with applicable fire codes; and (iv) assisting the Tribe in selecting an appropriate and duly qualified vendor for the repair and maintenance of fire extinguishers, fire alarms, and fire suppression systems; and

**WHEREAS**, COS is willing to provide the foregoing services pursuant to the terms and conditions contained in a "Cooperative Fire Programs Fire Protection Reimbursement Agreement ("Fire Services Agreement") substantially in the form attached hereto as **Exhibit A**); and

**WHEREAS**, the Fire Services Agreement contains (i) a governing law provision selecting tribal law, (ii) an arbitration provision providing for all unresolved disputes to be subject to arbitration proceedings and for arbitration awards to be enforced in either federal or tribal court, (iii) a limited waiver of sovereign immunity provision in favor only of the parties to the Agreement and only as to enforcement of the terms of the Agreement; and

**WHEREAS**, the General Council believes that approval of the Fire Services Agreement is in the best interest of the Tribe and its Tribal members.

**NOW THEREFORE BE IT RESOLVED**, the General Council hereby expressly, unequivocally and irrevocably consents to Tribal Council's approval of the Tribe's limited waiver of sovereign immunity in the Fire Services Agreement on the following terms and conditions:

**CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL RESOLUTION –**  
**Re: Cooperative Fire Programs Fire Protection Reimbursement Agreement with City of Sonora** Page 2 of 5

1. The Tribe shall expressly provide a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim that may be brought under Section 10 of the Fire Services Agreement to have the claim resolved solely in the manner set forth in Paragraph 2 below. No other waiver of immunity shall be deemed granted by the Tribe, either expressly or impliedly, under the Fire Services Agreement and the waiver shall not be construed to run in favor of any third party; nor shall the Fire Services Agreement be deemed to be a third-party beneficiary contract of any kind.
  
2.
  - (a) In the event of a dispute between the Parties to the Fire Services Agreement under Section 10 of the Fire Services Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s) not later than ten (10) calendar days after a Party has issued written notice of the dispute, unless the Parties agree in writing to an extension of time. If the parties are unsuccessful in resolving the dispute to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then any Party to the Fire Services Agreement may initiate binding arbitration utilizing the services of a mutually agreed upon resource or JAMS.
  
  - (b) The arbitration shall be held at a location in Tuolumne County selected by JAMS and conducted by a single arbitrator who shall be a retired judge of the State of California. The decision of the arbitrator shall be in writing, shall be based in the governing law of the Fire Services Agreement, shall be written in a manner similar to judicial decisions and shall be binding on the Parties. Judgment on the award may be entered in and enforced by any court which has the power to compel the arbitration as described herein. If the Parties cannot agree on the arbitrator, JAMS shall be apprised in writing of the specific issues and facts in dispute and JAMS shall provide each Party with the name of three retired judges from the JAMS panel who have experience in similar contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges as the arbitrator. Each Party will bear its own costs, attorneys' fees and proportional share of the costs and expenses of JAMS and the arbitrator.
  
  - (c) The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony shall be kept confidential.
  
  - (d) The sole means by which arbitration may be compelled under the Fire Services Agreement shall be through the Federal Courts of the United States or the Intertribal Court of Southern California.
  
  - (e) Nothing in this Paragraph 2 is to be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation provided that no Party is under any obligation to agree to such alternative method of dispute resolution.

**BE IT FURTHER RESOLVED**, upon approval of this resolution and the resolution of the Tribal Council and execution and delivery as provided in such resolution, the Fire Services Agreement shall become a legal, valid, and binding obligation of the Tribe, enforceable in accordance with its terms.

**BE IT FURTHER RESOLVED**, in the event it is determined that any portion of this resolution is inaccurate or invalid for any reason, such inaccuracy or invalidity shall not affect the remainder of this resolution, which shall remain valid and in full force and effect

**BE IT FINALLY RESOLVED**, this resolution shall become effective as of the date and time of its passage and approval by the General Council.

[Certification Page Follows]

### CERTIFICATION

This is to certify that the foregoing resolution and action was approved by the Chicken Ranch Rancheria of Me-Wuk Indians General Council at a duly noticed and convened special meeting of the General Council on Saturday, October 8, 2022, at which a quorum was present throughout, and was approved by a vote of \_\_\_\_\_ For \_\_\_\_\_ Against with \_\_\_\_\_ Abstaining, of the \_\_\_\_\_ Tribal members eligible to vote, and that this Resolution has not been amended or rescinded in any way.



Lloyd R. Mathiesen, Chairman

Donna Mathiesen, Secretary

# EXHIBIT A

## **COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT**

THIS COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT ("Agreement") is made effective October 8, 2022 ("Effective Date"), the date of actual signature by the parties notwithstanding, by and between the City of Sonora ("COS"), an incorporated municipality of the State of California, and the Chicken Ranch Rancheria of Me-Wuk Indians of California, a federally recognized Indian tribe ("TRIBE"). The TRIBE and COS are referred to hereinafter collectively as "Parties" and individually as "Party".

### **RECITALS**

WHEREAS, subject to the terms and condition herein, the TRIBE desires that COS provide personnel to the TRIBE for certain fire prevention and emergency related services (collectively hereinafter, the "Services"), including:

- (i) supplying COS personnel necessary to provide wild land and structural fire protection, rescue, first aid, and other emergency response services, and other fire protection, prevention and suppression services;
- (ii) making initial emergency medical incident responses with respect to patrons and tribal employees located at the Chicken Ranch Casino/Hotel buildings;
- (iii) conducting inspections of the TRIBE properties within the Service Areas (as defined in Section 2.1 of this Agreement) to ensure compliance with applicable fire codes; and
- (iii) assisting the TRIBE in selecting an appropriate and duly qualified vendor for the repair and maintenance of fire extinguishers, fire alarms, and fire suppression systems.

WHEREAS, subject to the terms and condition herein, COS is willing to provide the Services to the TRIBE.

WHEREAS, the Parties acknowledge that COS has the expertise, special skills, knowledge and experience required to perform the Services which are vital and necessary for the safety and benefit of the TRIBE and Tuolumne County.

WHEREAS, the Parties acknowledge that those Services to be provided by COS which are not directly related to fire protection, prevention and suppression, such as medical calls, account for a larger percentage of time spent by the non-administrative personnel of COS.

WHEREAS, the TRIBE shall construct a fire station (the "Chicken Ranch Fire Station") on tribal land subject to the jurisdiction of the TRIBE, which will include a garage and bays for the housing and servicing of fire apparatus and equipment, administrative offices, training room space, living quarters for firefighters, an exercise facility and other improvements.

WHEREAS, the Parties acknowledge that the Chicken Ranch Fire Station is to be constructed in a geographic location that will be beneficial with respect to the Services to be provided by COS.

WHEREAS, subject to the terms and conditions herein, the TRIBE agrees to provide funding and other assistance to COS in exchange for the Services.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the adequacy and sufficiency of which as consideration both Parties acknowledge, COS and the TRIBE agree as follows:

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 25 of this Agreement, Sections 1 through 25 shall prevail.

**2. Scope of Services.**

- 2.1 COS agrees to provide the Services to the TRIBE, inclusive of those needed on tribal land subject to the jurisdiction of the TRIBE (the “Service Areas”) to the extent and in the manner set forth in this Agreement necessary to ensure the safety and protection of the community for the benefit of the TRIBE. The Service Areas are more particularly described and depicted in **Exhibits A and B**, attached hereto and incorporated herein by reference.
- 2.2 To facilitate COS providing the Services, during the Term, as defined in Section 3 of this Agreement, the TRIBE shall permit COS to have the full use and occupancy of the Chicken Ranch Fire Station facility and fire apparatus, which will include appropriate living quarters for male and female employees of COS.
- 2.3 To facilitate COS providing the Services, the TRIBE shall procure a fully equipped Type 1 Fire Engine to be utilized by COS personnel for emergency response.
- 2.4 The cost of maintaining, operating, and replacing all property and equipment, real or personal, furnished by the Parties hereto for fire protection purposes or emergency incident response, shall be borne by the Party owning or furnishing such property or equipment, unless otherwise specifically provided herein or by separate written agreement. A separate written agreement shall be entered into between the Parties with respect to the transfer of personal property from the TRIBE to COS, which transfer will be at “no cost” to COS.
  - 2.4.1 If COS determines that specific maintenance or repairs in connection with the Chicken Ranch Fire Station facility or living quarters for firefighters is required, it shall promptly notify the TRIBE'S chief executive officer of the scope of repair work required. COS shall not initiate or cause any repairs or specific maintenance to be made without the prior written consent of the TRIBE. Repairs and specific maintenance not necessitated by the actions or inactions of COS or persons under its control shall be

made by the TRIBE at its sole expense and in a timely manner. If the living quarters for firefighters within the Chicken Ranch Fire Station facility are uninhabitable due to necessary maintenance/repairs, unless such maintenance/repairs is necessitated by the actions or inactions of COS or persons under its control, the TRIBE shall provide alternative quarters until such necessary maintenance/repairs are complete and the living quarters are again habitable.

- 2.4.2 The TRIBE agrees to pay all reasonable and documented maintenance and fuel expenses not exceeding the actual costs thereof for apparatus and equipment specifically assigned to the Chicken Ranch Fire Station. Any maintenance performed on fire apparatus must be completed by a fire mechanic certified by the State of California. The Parties intend to enter into a separate written agreement for maintenance services to be provided by a COS fire mechanic.

### 3. **Term; Annual Adjustment of Services and Service Costs.**

- 3.1 The initial term of this Agreement shall commence as of the Effective Date and continue for a period of three (3) years. At the end of the third year, the Agreement shall automatically renew for three (3) year periods thereafter unless the Parties mutually agree in writing to renegotiate the terms and conditions of this Agreement or until otherwise terminated by the parties as hereinafter provided. The terms of this Agreement shall remain in full force and effect until the Parties have entered into an agreement, or an amendment to this Agreement, that replaces or supersedes this Agreement.
- 3.2 Thirty (30) days prior to the expiration of each year this Agreement is in effect, and in no event later than May 1 of each calendar year, COS shall submit to the TRIBE an annual budget and cost schedule for the Services to be performed for the next year. If the TRIBE does not agree to the revised budget or cost schedule on or before June 1 of each calendar year, then this Agreement shall automatically terminate, subject to a "wind down period" not to exceed nine (9) months. If termination is activated, COS shall act expeditiously to wind down its use of the Chicken Ranch Fire Station facility unless otherwise mutually agreed by the Parties.
- 3.3 Each annual budget and cost schedule, if approved by the TRIBE, shall be automatically incorporated into this Agreement as a revised **Exhibit C**.
- 3.4 During the wind-down period, COS shall continue to provide the Services and the TRIBE shall be obligated to compensate COS for the Services that are provided according to the previously accepted budget and cost schedule. After conclusion of the wind down period, COS shall vacate the Chicken Ranch Fire Station; and the TRIBE shall have no further payment obligations to COS.

- 3.5 Either Party may terminate this Agreement with or without cause upon nine (9) months' advanced written notice to the other Party. However, if either Party is in material breach of one or more of its obligations under this Agreement, the non-breaching Party may terminate this Agreement upon one hundred twenty (120) days written notice to the breaching Party.
- 3.6 Upon good cause shown, any wind down period required by this Agreement may be extended by mutual agreement of the Parties for additional time reasonably necessary to complete the wind down process.
- 3.7 In the case of any early termination, as provided by this Section 2, COS shall be paid for all Services it has rendered up to the effective date of termination; provided COS is not in material breach of its obligations hereunder.

**4. Payment for Services.**

- 4.1 Upon full execution of this Agreement, the TRIBE shall remit fifty percent (50%) of the Administrative Fee for Year 1 provided in **Exhibit C**, attached hereto and incorporated herein by reference.
- 4.2 COS shall prepare and submit a monthly invoice (in a form and content approved by both Parties) on or before the fifth (5<sup>th</sup>) day of each month this Agreement is in effect. Each invoice shall identify the line-item Services provided, consistent with the current budget and cost schedule (Exhibit C), including any reimbursable costs incurred for the prior month, and state the amount due. Invoices shall be sent to:  
  

Chicken Ranch Rancheria of Me-Wuk Indians of California  
Chicken Ranch Rancheria  
P.O. Box 1159  
Jamestown, CA 95327
- 4.3 The TRIBE shall pay to COS the amount stated in each invoice within thirty (30) days of the date of receipt of the invoice.
- 4.4 If any line-item in the budget is or may be exceeded, COS shall notify the TRIBE and request a budget amendment. The TRIBE shall review any budget adjustment request and grant or deny the same in its sole discretion. The TRIBE shall not unreasonably withhold a requested budget amendment.

**5. Supervision and Control of Personnel.**

- 5.1 COS shall have the exclusive authority to determine the standards of performance, the discipline of paid personnel, and other matters incidental to the performance of the Services under this Agreement. The TRIBE may at any time report to COS its concerns about the way any of the personnel perform Services pursuant to this Agreement. COS shall investigate those concerns and take whatever action it deems appropriate.

- 5.2 COS personnel performing Services pursuant to this Agreement dispatched by the Emergency Command Center to emergency or non-emergency incidents shall respond as a COS/Chicken Ranch Fire Department resource, and operations shall be conducted under the Incident Command System. With respect to general station, community, and prevention needs, COS's Company Officer (s) or Fire Chief shall have the exclusive authority to direct firefighters with respect to the rendition of such Services.

**6. COS Officers and Employees Are Not Tribal Officers and Employees.**

For the purpose of performing Services pursuant to this Agreement, COS and the agents and employees of COS, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the TRIBE. The TRIBE and the agents and employees of the TRIBE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of COS. The TRIBE shall not control the means, manner or methods used by the COS in providing its Services. COS shall not identify or represent itself as an employee or agent of the TRIBE at any time; and shall not enter into any contracts on behalf of the TRIBE.

**7. Insurance.**

COS and the TRIBE acknowledge that each shall maintain liability and workers' compensation insurance, or a program or programs of self-insurance, that reasonably protect their respective operations. Each Party shall take out, maintain, and cover the cost of its own programs of insurance or self-insurance at all times during the performance of any activities done under the terms of this Agreement. The insurance of COS shall be primary and each Party waives the right of subrogation as to any claim for which insurance coverage is provided.

**8. Indemnification.**

To the greatest extent permitted by law, each Party agrees to indemnify, defend, and hold harmless the other Party, its elected and appointed officers and officials, Tribal members, employees, consultants, agents and attorneys from and against any and all claims of any nature whatsoever for personal injury, property damage or other monetary loss, including for reasonable attorney's fees and costs of litigation, payable to a third party claimant arising from or related to the negligence, intentional wrongdoing or breach of contract, as determined through a dispute resolution process, of the indemnifying Party or its elected and appointed officers and officials, members, employees, consultants, agents and attorneys.

**9. Limited Waiver of Sovereign Immunity.**

The Tribe hereby expressly provides a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim brought to resolve any dispute arising out of this Agreement, subject to the provisions of, and limitations in, Tribal Council Resolution No. TC-22-10-05-02 and General Council Resolution No.

GC-22-10-08-02, attached hereto as **Exhibit D** and incorporated herein by reference, to have disputes resolved solely in the manner set forth in Section 10 below. No other waiver of immunity shall be deemed granted, either expressly or impliedly, under this Agreement and the waiver shall not be construed to run in favor of any third party.

## **10. Dispute Resolution.**

10.1 In the event of a dispute between the Parties to this Agreement as to any provisions of this Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s) not later than ten (10) calendar days after a Party has issued written notice of the dispute, unless the Parties agree in writing to an extension of time. If the parties are unsuccessful in resolving the dispute to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either COS or the TRIBE may initiate binding arbitration utilizing the services of a mutually agreed upon resource or JAMS.

10.2 The arbitration shall be held at a location in Tuolumne County selected by JAMS and conducted by a single arbitrator who shall be a retired judge of the State of California. The decision of the arbitrator shall be in writing, shall be based in the governing law of this Agreement, shall be written in a manner similar to judicial decisions and shall be binding on the Parties. Judgment on the award may be entered in and enforced by any court which has the power to compel the arbitration as described herein. If the Parties cannot agree on the arbitrator, JAMS shall be apprised in writing of the specific issues and facts in dispute and JAMS shall provide each Party with the name of three retired judges from the JAMS panel who have experience in similar contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges as the arbitrator. Each Party will bear its own costs, attorneys' fees and proportional share of the costs and expenses of JAMS and the arbitrator.

10.3 The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony shall be kept confidential.

10.4 The sole means by which arbitration may be compelled under this Agreement shall be through the Federal Courts of the United States or the Intertribal Court of Southern California.

10.5 This Section may not be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation provided that no Party is under any obligation to agree to such alternative method of dispute resolution.

**11. No Personal Liability.**

Nothing herein shall act or be construed to waive the sovereign immunity of any Tribal member, elected or appointed officer or official, manager, agent, attorney or employee of the TRIBE.

No Tribal member elected or appointed officer or official, manager, agent, attorney or employee of the TRIBE shall have any liability for any obligations of the TRIBE under this Agreement.

**12. Governing Law.**

This Agreement shall be governed by, and thus interpreted in accordance with, the laws and ordinances of the Tribe. Any tribal law adopted after the execution of this Agreement which materially changes the rights or obligations of the Parties shall not be applicable to this Agreement unless:

- i) Forty-five (45) days' advanced written notice of the Tribe's intended consideration of the law is provided to COS; and
- ii) COS provides written consent to the material changes and proof of approval by the COS City Council or proof that City Council approval is not required by the COS Municipal Code.

Should COS not consent to the material changes resulting from the proposed tribal law, the Parties shall negotiate in good faith to amend this Agreement to mitigate the material changes to the rights or obligations of the effected Parties. If the Parties are unable to reach such an agreement, either Party may terminate this Agreement, subject to the requirements of Section 3, above, and such termination shall be construed as a termination without cause.

In the event there is no applicable law or ordinance of the Tribe, then federal law shall govern this Agreement, and in the event no federal law is applicable, then this Agreement shall be governed by the laws of the State of California.

**13. Modification of Agreement.**

This Agreement constitutes the entire agreement between the Parties hereto. To be effective, any modification of this Agreement must be in writing and signed by both Parties. The Parties recognize that the Tribe's jurisdiction and government are subject to change as the Tribe develops and acquires additional land, which changes may require an amendment to Section 2, Scope of Services, as well as other provisions in this Agreement. The Parties agree to re-open negotiations of this Agreement upon request of either Party, provided that any request to re-open negotiations of this Agreement is in writing and includes a detailed explanation of the conditions which require any material

change to this Agreement, as well as the implications of failing to re-negotiate in light of those conditions.

**14. Notices.**

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt or five (5) days after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the above Parties as follows:

To COS:                      City of Sonora  
                                      94 N. Washington Street  
                                      Sonora, Ca. 95370  
                                      Attn: City Administrator

To the TRIBE:                Lloyd Mathiesen  
                                      Tribal Chairman  
                                      Chicken Ranch Rancheria  
                                      P.O. Box 1159  
                                      Jamestown, Ca. 95327

Notices of a change in address of one of the Parties shall be given in writing to the other Party as provided above but shall be effective only upon actual receipt.

**15. No Third-Party Beneficiaries and Assignment.**

No Party may assign its right or obligations under this Agreement without the prior written consent of the other Party, which may be granted or denied in the other Party's sole discretion. Notwithstanding any provision of law, this Agreement is not intended to and shall not be construed to create any right on the part of a third-party to bring an action to enforce any of this Agreement's terms.

**16. Entire Agreement.**

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

**17. 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.

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

**19. 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.

**20. 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.

**21. Supersedes Prior Agreement.**

It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**22. Mandatory and Permissive.**

“Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**23. Successors and Assigns.**

All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**24. Headings.**

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

**25. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

City of Sonora, an incorporated municipality  
of the State of California

\_\_\_\_\_  
By: Melissa Eads  
Its: City Administrator

Date: \_\_\_\_\_

Chicken Ranch Rancheria of Me-Wuk  
Indians of California, a federally recognized  
Indian tribe

\_\_\_\_\_  
By: Lloyd Mathiesen  
Its: Tribal Chairman

Date: \_\_\_\_\_

**EXHIBIT A**  
**Exterior Boundaries of the Tribe's Reservation**

**EXHIBIT B**  
**Contiguous Fee Lands Pending Trust Status**

**EXHIBIT C**  
**Annual Budget and Cost Schedule**

**EXHIBIT D**  
**Tribal Resolutions re: Limited Waiver of Sovereign Immunity**