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

CITY OF SONORA
City Council Regular Meeting
Agenda
Monday, February 03, 2025
5:00 PM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on February 3, 2025, at 5:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

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

Public Access Audio and Video Live Streaming

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

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

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

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

Mayor Ann Segerstrom

Vice Mayor Andy Merrill

Council Members Bess Levine, Stephen Opie, Mark Plummer

City Administrator Melissa Eads

City Attorney Douglas White

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

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

CLOSED SESSION - 4:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

4. **ADJOURN INTO CLOSED SESSION**

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

5. **RECONVENE INTO OPEN SESSION**

   OPEN SESSION - 5:00 PM

6. **REPORT OUT OF CLOSED SESSION**

7. **PLEDGE OF ALLEGIANCE**

8. **ROLL CALL**

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

10. **APPROVAL OF THE AGENDA**

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

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

12. **PUBLIC HEARINGS**

    A. Consider Approval of the Pioneer Community Energy Amended and Restated Joint Exercise of Powers Agreement and Waive the First Reading of Ordinance 902 Amending City of Sonora Municipal Code to Implement a Community Choice Aggregation Program in the Territory Under Public Utilities Code Section 366.2; Gina Stassi-Vanacore, Pioneer Director of Communications, Robbie Bergstrom, Tuolumne County Economic Development Senior Administrative Analyst.

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

13. PRESENTATIONS

A. Receive an Introduction and Administration of the Oath of Office for the Building Official Brian Odom; Tyler Summersett, Community Development Director.

B. Receive a Presentation from Visit Tuolumne County on the Quarterly Marketing Update; Lisa Mayo, Visit Tuolumne President & CEO.

C. Consider Acceptance of the California Peace Officer Standards and Training Sonora Police Department Management Study; Turu VanderWiel, Police Chief.

14. CONSENT CALENDAR

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

A. Consider Approval of Meeting Minutes from December 20, 2024 (Special); January 6, 2025; January 6, 2025 (Special); Stacy Enos-Del Razo, Deputy City Clerk.

B. Consider Approval of Disbursements in the Amount of $197,230.59, $193,286.14, $206,107.31, and $219,139.24 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay; Tracy Skelly, Administrative Services Officer/City Clerk.

C. Consider Acceptance of an Informational Report for December 2024 Accounts Payable Payment Register and Void Report; Chris Gorsky, Administrative Services Director.

D. Consider Acceptance of a Monetary Donation of $7,000 from Jeanette and Richard Emery for Maintenance and Improvements to the City's Dragoon Gulch Trail System; Tyler Summersett, Community Development Director.

E. Waive Second Reading, Read by Title Only, and Adopt Ordinance No. 900, an Ordinance of the Sonora City Council Amending Sections 9.50.010, Obstruction Of Movement In Public Ways, 9.50.020, Sitting Or Lying Down On Public Sidewalks In Designated Areas Of The City, 9.56.020 Definitions, 9.56.050, Exceptions, 9.56.060, Enforcement, and 9.61.050, Abatement, and Adding Section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, to Title 9, Public Peace, Morals and Welfare of the Sonora Municipal Code.

Waive Second Reading, Read by Title Only, and Adopt Ordinance No. 901, an Ordinance of the Sonora City Council adding Chapter 9.80, Shopping Carts, to Title 9, Public Peace, Morals and Welfare of the Sonora Municipal Code; Douglas White, City Attorney.

F. Ratify the Mayor's Proclamation Honoring Councilmember Suzanne Cruz; Tracy Skelly, Administrative Services Officer/City Clerk.

G. Consider Adoption of Resolution No. 02-03-2025-A Rescinding the City's Emergency Recruitment Incentive Plans, Effective February 3, 2025, and Returning to the Original Hiring Incentives Passed by Council on July 3rd, 2023; Chris Gorsky, Administrative Services Director.

15. NEW BUSINESS

A. Consider Approval of an Agreement with Przybyla Advisors to Support Economic Development Goals and Activities in the City of Sonora; Tyler Summersett, Community Development Director.

B. Consider Approval of the Updated Mayor's Appointments to City Committees and Community/Government Committees; Tracy Skelly, Administrative Services Officer/City Clerk.

16. MONTHLY REPORTS

A. Receive the City of Sonora Administrative Services Department Report for November 2024 (FY24/25); Chris Gorsky, Administrative Services Director.

B. Receive the City of Sonora Community Development Department Monthly Report for December 2024; Tyler Summersett, Community Development Director.

C. Receive the City of Sonora Fire Department Monthly Report for December 2024; Aimee New, Fire Chief.

D. Receive the City of Sonora Police Department Monthly Report for December 2024; Turu VanderWiel, Police Chief.

E. Receive the City of Sonora Public Works Monthly Report for December 2024; Mike Lagomarsino, Public Works Supervisor.

17. COUNCIL MEMBER REPORTS

18. ADJOURNMENT

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

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

agenda and supporting public documents are also available on our City website www.sonoraca.com listed under the agenda/minutes link on the Government page.

Economic Development
a division of the
County Administration Office

Robbie Bergstrom
Senior Administrative Analyst

Date: February 4, 2025

To: Honorable Board of Supervisors

From: Robbie Bergstrom, Senior Administrative Analyst, Economic Development

Subject: Consideration of Adopting a Resolution to Request Membership in Pioneer Community Energy, Approving the Pioneer Community Energy Amended and Restated Joint Exercise of Powers Agreement and Waiving the First Reading of an Ordinance Amending Title 13 of the Tuolumne County Ordinance Code to "Water, Sewers, & Utilities" and Adding Chapter 13.25 Related to the Implementation of a Community Choice Aggregation Program in the Territory Under Public Utilities Code Section 366.2 and setting a Second Reading for Adoption on February 11, 2025.

Recommendation

1) Approve the Resolution and the Amended and Restated Joint Powers Agreement for Pioneer Community Energy expanding the Joint Power Authority membership to include the Counties of Butte, Nevada, Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise as Voting Members and authorize the Board Chair to execute same; and

2) Waive the first reading of an Ordinance amending Title 13 of the Tuolumne Ordinance Code to read, "Water, Sewers, & Utilities," and adding Chapter 13.25 to the Tuolumne County Ordinance Code related to the implementation of a Community Choice Aggregation Program in the Territory under Public Utilities Code section 366.2 and Setting a Second Reading for Adoption on February 11, 2025.

2 South Green Street Sonora, California 95370
Telephone: (209) 533-5532 E-mail: rbergstrom@co.tuolumne.ca.us
www.tuolumnecounty.ca.gov

Background

Pioneer Community Energy (Pioneer) is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

Discussion

February 13, 2024, the Pioneer executive team met with the county staff to discuss the benefits of joining a CCA, how Pioneer may be a fit for their region, and necessary next steps required to join Pioneer.

On June 11, 2024, the Pioneer executive team gave a presentation to the Board of Supervisors. This presentation was an overview of the many benefits of CCAs in general and Pioneer specifically. At this meeting, the Board authorized staff to proceed with an Impact Assessment Study.

At the December 19, 2024 Pioneer Governing Board meeting, the Board approved unanimously to allow staff to begin the process of amending the JPA to allow the Counties of Butte, Nevada, Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise to join.

According to the Impact Assessment Study and the Pioneer leadership team, the expansion provides potential benefits to the residents and businesses in the new member service territories. Significant benefits include:

- Stable and Competitive Rates – From 2018 through 2023, Pioneer customers have saved $85 million, with an additional $21 million in anticipated savings in 2024.
- Local Control – As a member of the JPA, the County will have one seat on the Pioneer Board of Directors. This person is appointed by the Board from the elected officials. All meetings are open to the public and every representative's voice will be heard.

- Legislative & Regulatory Influence & Advocacy – Pioneer is an advocate for the member agency residents and businesses by working with the California State Legislature, the California Public Utilities Commission (CPUC), the California Energy Commission, and PG&E on behalf of customer interests and concerns.
- Local Jobs and Power Supply Resources – Pioneer supports local business and prioritizes local power contracts, goods and services. The projected savings for Pioneer customers will result in additional spending by residents and businesses, further stimulating the local economy.
- Programs – The new members will have an impact on energy efficiency programs that are developed and the ability to customize programs to meet their specific needs.

If approved by the Board, Pioneer plans to submit an Implementation Plan detailing Pioneer's expansion and planned service launch to the CPUC in March 2025. Based on results of the Impact Assessment Study, the optimal time for a service launch into expansion territories is October 2027, which allows Pioneer's procurement team the time needed to secure power resources while remaining in compliance and avoids the costly summer months. Pioneer will work with the County on a comprehensive education and outreach campaign to ensure a strong public understanding of expansion into each area.

Fiscal Impact

The fiscal impact was a cap of $15,000, split between the County and the City of Sonora to fund half of the cost of the Impact Assessment Study with Pioneer funding the other half. There is no risk to the General Fund as the cost to serve the new members is funded through Pioneer rates.

Environmental Clearance

The adoption of the Resolution does not constitute a project in accordance with Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. Further, the action is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

Staff Report – Item 3

To:	The Governing Board
From:	Donald Eckert Jr., Chief Executive Officer David Ruderman, General Counsel
Item 3:	**Update on Administrative Changes and Approval of a 30-day Notice to Amend the Joint Exercise of Powers Agreement with Such Changes**
Date:	12/19/2024

RECOMMENDATION

Receive update on Administrative Changes and Approve the 30-Day Notice to Amend the Joint Exercise of Powers Agreement ("JPA") for Pioneer Community Energy ("Pioneer").

BACKGROUND

At the November 21, 2024, Governing Board meeting, the Board discussed the Board's role in governance with respect to amendments to the JPA. The Board then directed staff to bring back to the Board the administrative changes to the JPA proposed earlier in the year.

ANALYSIS & DISCUSSION

In 2015, Placer County and the City of Colfax entered a JPA to establish the Sierra Valley Energy Authority to operate a Property Assessed Clean Energy (PACE) program. In 2017, the JPA was amended and restated to create a community choice aggregation program, add the cities of Auburn, Lincoln, Rocklin, and the Town of Loomis as member agencies, and later that year was renamed Pioneer Community Energy. Since then, that First Amended and Restated JPA has been amended five times to make text changes and add new members.

The following are the proposed administrative changes to the JPA:

- **Name.** Change name of agency to Pioneer Community Energy throughout (this was legally effectuated by a resolution adopted in 2017 but references to Sierra Valley Energy Authority remained in the First Amended and Restated); likewise changed references to "the Authority" to "Pioneer" for ease of reading.
- **Prior Amendments.** Updated the title page with a listing of the prior amendments with effective dates.
- **Exhibit A for List of Members.** Remove references to specific member agencies in Sections 2 and 5 and of the JPA, moving the list of the members to a new Exhibit A for easier reference and updating.
- **Special Voting Requirements.** Revised Section 8 to correct erroneous cross-references but did not change the requirement that amendments of the JPA require a 2/3 vote of the Governing Board.
- **Amendments.** Revise Section 19, Amendments, to provide clarity on the procedure for approval of such amendments.
- **Satisfied/completed obligations.** Revise sections that have now been completed to indicate they are satisfied (for example, Section 9E, which describes the provision of start-up funding by Placer County).
- **Clean-up.** Fix incorrect cross references, revise confusing references and typos.

- **Change Title of Executive Director to Chief Executive Officer.** Per the Employment Agreement recently entered with the Executive Director changing his title to Chief Executive Officer, this change will ratify the change in title for the Executive Director.

Next Steps

Upon approval by the Board, staff will issue the 30-day notice to Pioneer's Members that will include this staff report and attachments. The next available Board meeting following 30 days is February 2025. Subsequently, staff will bring this item back to the Board to adopt a resolution to effectuate the proposed changes.

STRATEGIC PLAN

The report supports the Operational Optimization goal.

FISCAL IMPACT

There is no fiscal impact from the recommendation.

ATTACHMENTS

1. Redline showing changes made between the proposed administrative changes and the current JPA (as amended by Amendments 1-5).

Pioneer Community Energy

Joint Exercise of Powers Agreement

Effective September 9, 2015
As amended and restated effective February 22, 2017
As amended by Amendment No. 1 dated December 27, 2020
As further amended by Amendment No. 2 dated January 21, 2021
As further amended by Amendment No. 3 dated April 15, 2021
As further amended by Amendment No. 4 dated January 20, 2022
As further amended by Amendment No. 5 dated November 17, 2022

Among the Following Parties:
City of Auburn
City of Colfax
County of El Dorado
City of Grass Valley
City of Lincoln
Town of Loomis
City of Nevada City
County of Placer
City of Placerville
City of Rocklin

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR ~~THE SIERRA VALLEY~~PIONEER COMMUNITY ENERGY ~~AUTHORITY~~

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, ~~(hereafter "Authority")~~ originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement for PIONEER COMMUNITY ENERGY (hereafter "Pioneer") by and among Voting Members (including New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California ~~between the COUNTY OF PLACER, the CITY OF COLFAX and the cities of Rocklin, Lincoln and Auburn and the town of Loomis within the County of Placer~~ who become signatories to this Agreement ~~(the "New Voting Members", and together with the County of Placer and the City of Colfax, the "Voting Members"), as well as those local agencies that become signatories to this Agreement as Associate Members~~, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

RECITALS:

A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;

B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by ~~the Authority~~Pioneer;

C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;

D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:

1) Providing electric power and other forms of energy to customers at a competitive cost;

2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.

3) Carrying out programs to reduce energy consumption;

4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and

5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;

F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through ~~the Authority~~Pioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, ~~the Authority~~Pioneer is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of ~~the Authority~~Pioneer shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers

within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to ~~the Authority~~Pioneer under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may authorize ~~the Authority~~Pioneer to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). ~~The Authority~~Pioneer may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by ~~the Authority~~Pioneer within the territorial jurisdiction of such Associate Members~~. As of the Effective Date of this Agreement, the Associate Members include the County of Nevada, County of Sacramento, City of Grass Valley, City of Folsom, City of Nevada City and Town of Truckee~~.

Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and ~~the Authority~~Pioneer shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from ~~the Authority~~Pioneer.

Section 4. Powers

~~The Authority~~Pioneer shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by ~~the Authority~~Pioneer within the territory of ~~the Authority~~Pioneer shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code

Section 6509, the power of ~~the Authority~~ Pioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

~~The Authority~~Pioneer is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

A. to make and enter into contracts;

B. to employ agents and employees, including but not limited to an Chief Executive ~~Director~~Officer;

C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

D. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

E. to lease any property;

F. to sue and be sued in its own name;

G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks- Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;

H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;

I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of ~~the Authority~~Pioneer, as ~~the Authority~~Pioneer determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;

J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of ~~the Authority~~ Pioneer ("Operating Rules and Regulations");

M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;

N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of ~~the Authority~~Pioneer;

O. to establish a non-voting "Associate Member" status that provides membership in ~~the Authority~~Pioneer to jurisdictions that are outside jurisdictional boundaries of ~~the Authority's~~Pioneer's Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by ~~the Authority~~Pioneer on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by ~~the Authority~~Pioneer. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to ~~Authority~~Pioneer Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

P. to execute agreements for the purpose of authorizing ~~the Authority~~Pioneer to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by ~~the Authority~~Pioneer in implementing a program, including indirect costs, shall be costs of ~~the Authority~~Pioneer and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of ~~the Authority~~Pioneer shall consist of ~~up to a eleven (11) person Board, consisting of~~ two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by ~~the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis~~each Voting Member that is or becomes a signatory to this Agreement ("Board Member"). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The Boards of Supervisors ~~from Placer County, the Board of Supervisors from El Dorado County, and the~~, City~~/Town~~ Councils ~~set out above shall respectfully~~and Town Councils of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors, City Council or ~~City/~~Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board ~~or committee~~ whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.

C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of ~~the Authority~~Pioneer, consistent with this Agreement and applicable law. ~~Action~~Unless otherwise specified in Section 8, action by ~~the Authority~~Pioneer Board will be taken by majority vote of the Board Members present.

D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.

E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of ~~the Authority~~Pioneer.

F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special

meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

H. Board Member Compensation. Board Members shall serve without compensation from ~~the Authority~~Pioneer. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by ~~the Authority~~Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive ~~Director~~ Officer and Other Staff

A. Chief Executive ~~Director~~Officer. The Board shall appoint a~~n~~ Chief Executive ~~Director~~ Officer for ~~the Authority~~Pioneer, who shall be responsible for the day-to-clay operation and management of ~~the Authority.~~Pioneer. The Chief Executive ~~Director~~ Officer may exercise all powers of ~~the Authority~~Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief Executive ~~Director~~ Officer shall hire and supervise any ~~Authority~~Pioneer employees or consultants.

B. Chief Executive ~~Director~~ Officer Reports to the Board. The Chief Executive ~~Director~~ Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of ~~the Authority~~Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive ~~Director's~~ Officer's reports.

C. Services Providers. The Chief Executive ~~Director~~ Officer may appoint one or more services providers to serve as ~~the Authority's~~Pioneer's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between ~~the Authority~~Pioneer and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by ~~the Authority.~~Pioneer. This section shall not in any way be construed to limit the discretion of ~~the Authority~~Pioneer to hire its own

employees to administer the PACE Program, the CCA Program or any other program.

D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by ~~the Authority~~Pioneer and to report to the Board.

E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Governing Board shall appoint a Treasurer for ~~the Authority.~~Pioneer. The Treasurer shall be the depository of ~~the Authority~~Pioneer and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for ~~the Authority~~Pioneer in compliance with the Act. The Auditor-Controller of ~~the Authority~~Pioneer shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. ~~The authority~~Pioneer of the Board to appoint a Treasurer and Auditor/Controller shall include ~~the authority~~Pioneer to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

Section 8. Special Voting Requirements and Voting Shares

A. Involuntary Termination or Amendment. Action of the Board on ~~the~~ matters set forth in Section ~~14A~~15A (involuntary termination of a Member), or Section ~~18~~ 19 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section ~~14A~~15A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.

B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of ~~the Authority~~Pioneer to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.

C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and

the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

Section 9. Financial Provisions

A. Fiscal Year. For the purposes of this Agreement, ~~the Authority~~Pioneer shall have such fiscal year from July 1 to and including the following June 30.

B. Depository. All funds of ~~the Authority~~Pioneer shall be held in separate accounts in the name of ~~the Authority~~Pioneer and not commingled with funds of any Member or any other person or entity. All funds of ~~the Authority~~Pioneer shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of ~~the Authority~~Pioneer shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of ~~the Authority~~Pioneer, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an ~~Authority~~Pioneer Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of ~~the Authority~~ Pioneer shall be approved by the Board in accordance with the Operating Rules and Regulations.

E. Funding of Initial Costs. The County of Placer ~~has~~ funded certain activities necessary to implement the CCA Program. ~~If the CCA~~These costs were repaid in full when the CCA Program ~~becomes~~became operational~~, these initial costs paid by the County of Placer shall be included in the customer charges for electric services as provided by Section 14 to the extent permitted by law, and the County of Placer shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Placer shall provide such documentation of costs paid as the Board may request. In the event that the CCA Program does not become operational, the County of Placer shall not be entitled to any reimbursement of the initial costs it has paid from the Authority or any Member~~.

F. CCA Program Costs. The Members desire that all costs incurred by ~~the Authority~~Pioneer that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services

provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and ~~Authority~~Pioneer Documents

A. Each Member shall adopt an ordinance ~~or resolution~~ in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in ~~the Authority~~Pioneer.

B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.

C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to ~~Authority~~Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by ~~Authority~~Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to ~~the Authority's~~Pioneer's PACE Program, and to the assumption of jurisdiction thereover by ~~Authority~~Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize ~~Authority~~Pioneer to take each step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments. The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

~~The Authority~~Pioneer may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

D. Implementation Plan and Statement of Intent. ~~The Authority~~Pioneer shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2

and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided ~~in~~by Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of ~~the Authority~~Pioneer to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.

F. ~~Authority~~Pioneer Documents. The Members acknowledge and agree that the affairs of ~~the Authority~~Pioneer will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Members' right to withdraw from ~~the Authority~~Pioneer as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of ~~the Authority~~Pioneer shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of ~~the Authority's~~Pioneer's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

~~The Authority~~Pioneer is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of ~~the Authority~~Pioneer shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of ~~the Authority.~~Pioneer. A Member who has not agreed to assume ~~an Authority~~a Pioneer debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of ~~the Authority.~~Pioneer. Should any debt, liability or obligation of ~~the Authority~~Pioneer not be waived or allowed payable through assets of ~~the Authority~~Pioneer, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

~~The Authority~~Pioneer shall acquire and maintain such insurance coverage as is necessary to protect the interests of ~~the Authority~~Pioneer, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the ~~[~~Voting Members~~]~~ as additional insureds. ~~The Authority~~Pioneer shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of ~~the Authority~~Pioneer under this Agreement.

Section 14. Withdrawal

A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of ~~the Authority's~~Pioneer's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to ~~the Authority~~Pioneer and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.

B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in ~~the Authority~~Pioneer following an amendment to this Agreement adopted by the Board which the Board Member appointed as the representative of a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.

C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and ~~the Authority~~Pioneer shall execute and deliver all further instruments and documents, and take any further action that may be reasonably

necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from ~~the Authority~~Pioneer shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.

B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by ~~the Authority~~Pioneer to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, ~~the Authority~~Pioneer shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance

with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Member. ~~The Authority~~Pioneer may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with ~~the Authority~~Pioneer, as reasonably determined by ~~the Authority~~Pioneer and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with ~~the Authority~~Pioneer above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a ~~Associate~~Voting Member to withdraw its participation in the CCA Program, as described in Section 14A.

Disposition of Property upon Termination of ~~Authority~~Pioneer. Upon termination of this Agreement, any surplus money or assets in possession of ~~the Authority~~Pioneer for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.

D. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

A. With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member

of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to ~~the Authority~~Pioneer a resolution of the public agency approving of this form of participation.

B. Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non- voting Associate Member.

C. The date and terms upon which the applying public agency will become a non- voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

~~The Authority~~Pioneer shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section ~~14~~15, all costs, expenses, and charges legally incurred by ~~the Authority~~Pioneer shall be paid and discharged; and ~~the Authority~~Pioneer shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may ~~not~~only be amended ~~except~~ by a written amendment approved by a vote of Board ~~members~~Members as provided in Section 8. ~~The Authority~~Pioneer shall provide written notice to all Members of amendments to this Agreement~~, including the effective date of such amendments,~~ at least 30 days prior to the date upon which the ~~Board votes on such amendments. Any~~proposed amendment ~~required to add a new Voting Member shall only be executed by the Voting Members. Any~~is being considered by the Board. If the proposed amendment ~~required~~is adopted by the Board, the Authority shall provide prompt written notice to ~~add~~all Members of the effective date of such amendment along with a ~~new Associate Member shall only be executed by the new Associate Member and the Authority~~copy of the amendment.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City of Auburn

City of Colfax

City of Grass Valley

City of Lincoln

City of Nevada City

City of Placerville

City of Rocklin

County of El Dorado

County of Placer

Town of Loomis

Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SIERRA VALLEY ENERGY AUTHORITY

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, (hereafter "Authority") originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF COLFAX and the cities of Rocklin, Lincoln and Auburn and the town of Loomis within the County of Placer who become signatories to this Agreement (the "New Voting Members", and together with the County of Placer and the City of Colfax, the "Voting Members"), as well as those local agencies that become signatories to this Agreement as Associate Members, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

RECITALS:

A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;

B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by the Authority;

C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;

D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:

1) Providing electric power and other forms of energy to customers at a competitive cost;
2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.
3) Carrying out programs to reduce energy consumption;
4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;

F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through the Authority a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, the Authority is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of the Authority shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to the Authority under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may

authorize the Authority to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). The Authority may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by the Authority within the territorial jurisdiction of such Associate Members. As of the Effective Date of this Agreement, the Associate Members include the County of Nevada, County of Sacramento, City of Grass Valley, City of Folsom, City of Nevada City and Town of Truckee.

Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and the Authority shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from the Authority.

Section 4. Powers

The Authority shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Placer.

The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

A. to make and enter into contracts;

B. to employ agents and employees, including but not limited to an Executive Director;

C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

D. to acquire property by eminent domain, or otherwise, except as limited under

Section 6508 of the Act, and to hold or dispose of any property;

E. to lease any property;

F. to sue and be sued in its own name;

G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks-Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;

H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;

I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of the Authority, as the Authority determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;

J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations");

M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;

N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of the Authority;

O. to establish a non-voting "Associate Member" status that provides membership in the Authority to jurisdictions that are outside jurisdictional boundaries of the Authority's Voting Members, but within whose boundaries a PACE, CCA, or

other energy program is established and implemented by the Authority on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by the Authority. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Authority Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

P. to execute agreements for the purpose of authorizing the Authority to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by the Authority in implementing a program, including indirect costs, shall be costs of the Authority and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of the Authority shall consist of up to seven (7) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the Cities of Colfax, Rocklin, Lincoln, Auburn and the Town of Loomis within Placer County that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, and the City/Town Councils from the Cities/Town set out above shall respectively appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designed to act as an alternate, is absent from the meeting.

B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.

C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. Action by the Authority Board will be taken by majority vote of the Board Members present. However, as

described in Section 8, upon request of a Board Member, a weighted vote by shares will be conducted.

D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.

E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

H. Board Member Compensation. Board Members shall serve without compensation from the Authority. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Board Members.

Section 6. Executive Director and Other Staff

A. Executive Director. The Board shall appoint an Executive Director for the Authority, who shall be responsible for the day-to-day operation and management of the Authority. The Executive Director may exercise all powers of the Authority, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Executive Director shall hire and supervise any Authority employees or consultants.

B. Executive Director Reports to the Board. The Executive Director shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of the Authority during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Executive Director's reports.

C. Services Providers. The Executive Director may appoint one or more services providers to serve as the Authority's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the PACE Program, the CCA Program or any other program.

D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by the Authority and to report to the Board.

E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Placer County Treasurer shall act as the Treasurer for the Authority. The Treasurer shall be the depository of the Authority and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Auditor-Controller of the County of Placer shall be the Auditor-Controller of the Authority and shall make or contract with a certified public accountant to make an annual audit in compliance with Section 6505 of the Act.

Section 8. Special Voting Requirements and Voting Shares

A. Involuntary Termination or Amendment. Action of the Board on the matters set forth in Section 14A (involuntary termination of a Member), or Section 18 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section 14A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.

B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.

C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

D. Calculation of Voting Shares. If a request for weighted vote is made by any Board Member, each Board Member shall have a voting share determined by Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Member's respective jurisdiction, and "Total Annual Energy" means the sum of all of the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, then the voting shares allocated to the entity shall be equally divided amongst its Board Members.

Section 9. Financial Provisions

A. Fiscal Year. For the purposes of this Agreement, the Authority shall have such fiscal year from July 1 to and including the following June 30.

B. Depository. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets

of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.

E. Funding of Initial Costs. The County of Placer has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these initial costs paid by the County of Placer shall be included in the customer charges for electric services as provided by Section 14 to the extent permitted by law, and the County of Placer shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Placer shall provide such documentation of costs paid as the Board may request. In the event that the CCA Program does not become operational, the County of Placer shall not be entitled to any reimbursement of the initial costs it has paid from the Authority or any Member.

F. CCA Program Costs. The Members desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and Authority Documents

A. Each Member shall adopt an ordinance or resolution in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in the Authority.

B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.

C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Authority undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by Authority, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to the Authority's PACE Program, and to the assumption of jurisdiction thereover by Authority for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Authority to take each step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments.

The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

The Authority may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

D. Implementation Plan and Statement of Intent. The Authority shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City within the boundaries of Placer County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the City as soon as reasonably practicable. The Board may require the City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent by the Public Utilities Commission, the Board shall take an action to approve the membership of the City. The City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.

F. Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Members' right to withdraw from the Authority as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of the Authority's

accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

The Authority is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Member who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of the Authority. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

The Authority shall acquire and maintain such insurance coverage as is necessary to protect the interests of the Authority, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the [Voting Members] as additional insureds. The Authority shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

Section 14. Withdrawal

A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.

B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Board Member appointed as a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.

C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and the Authority shall

execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from the Authority shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.

B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, the Authority shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of

the Member. The Authority may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with the Authority above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Associate Member to withdraw its participation in the CCA Program, as described in Section 14A.

D. Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed based on the weighted voting shares pursuant to Section 8D. However, no termination of this Agreement shall be effective until the full retirement of any outstanding debt. Any Voting Member may fund the retirement of the debt for the purpose of terminating the Authority.

E. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to the Authority a resolution of the public agency approving of this form of participation.

Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE

Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non-voting Associate Member.

The date and terms upon which the applying public agency will become a non-voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 14, all costs, expenses, and charges legally incurred by the Authority shall be paid and discharged; and the Authority shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 8. The Authority shall provide written notice to all Members of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments. Any amendment required to add a new Voting Member shall only be executed by the Voting Members. Any amendment required to add a new Associate Member shall only be executed by the new Associate Member and the Authority.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

EXECUTED ON

By _____
Chairman, Board of Supervisors

COUNTY OF PLACER, a political subdivision

And approved as to form _____

ATTEST: _____

EXECUTED ON

By _____
Mayor, City Council

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

ATTEST: _____

EXECUTED ON: 6/12/17

By: _____
Mayor, City Council

CITY OF AUBURN

And approved as to form _____

ATTEST: _____

CITY OF ROCKLIN, a Municipal Corporation

EXECUTED ON April 11, 2017

By _____
Mayor, City Council

And approved as to form:

_____ 4/12/17
City Attorney

ATTEST:

_____
City Clerk

TOWN OF LOOMIS, a Municipal Corporation

EXECUTED ON 6/19/17

By _____
Mayor, Town of Loomis

And approved as to form:

_____
Town Attorney

ATTEST:

_____
Town Clerk

CITY OF LINCOLN, a Municipal Corporation

EXECUTED ON 6-27-2017

By _____
Peter Gilbert, Mayor

And approved as to form:

_____
Mona Ebrahimi, City Attorney

ATTEST:

_____
Gwen Scanlon, City Clerk

ORDINANCE NO. 902

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF SONORA

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

WHEREAS, on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

WHEREAS, the California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and

WHEREAS, on February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and

WHEREAS, Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

WHEREAS, Currently electricity is generated and provided to the residents of the City of Sonora by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Sonora.

WHEREAS, the City of Sonora finds it important that its residents, businesses, and public facilities have alternative choices to energy procurement beyond PG&E.

WHEREAS, in July 2024, the City of Sonora and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City of Sonora into the service area of Pioneer.

WHEREAS, contingent on the completion of those discussions and studies, the City of Sonora believes joining Pioneer will provide financial and other advantages to businesses and residents of the City of Sonora.

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing the desire to become a member of the

Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.

WHEREAS, the City of Sonora finds that the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

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

SECTION 1:

The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

SECTION 2:

The City Council of the City of Sonora authorizes the implementation of a Community Choice Aggregation Program within the areas currently served by PG&E through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the City of Sonora expressing the City of Sonora's desire to become a member of Pioneer, (c) approval of Pioneer Community Energy's Amended and Restated Joint Exercise of Powers Agreement, as amended, by the City of Sonora, (d) approval by the Governing Board of Pioneer Community Energy of the membership of City of Sonora, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City of Sonora.

SECTION 3:

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council of the City of Sonora declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

SECTION 4:

This Ordinance shall take effect and be in full force thirty (30) days from and after introduction and adoption.

SECTION 5:

A summary of this Ordinance will be published within fifteen (15) days after its passage, with the names of the members of the City Council voting for and against same in the Union Democrat, a newspaper of general circulation printed and published in the City of Sonora.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

_____

Tracy Skelly
City Clerk, City of Sonora

APPROVED:

_____

Ann Segerstrom
Mayor

Ordinance No. 902

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Sonora will conduct a public hearing on a proposed ordinance at the regular meeting on Monday, February 3, 2025, at 5:00 p.m. in the City of Sonora Council Chambers located at 94 North Washington Street Sonora, CA for the purpose of considering the matter described below.

The City Council will consider the adoption of an ordinance authorizing the implementation of a Community Choice Aggregation Program in the Territory under Public Utilities Code section 366.2.

The meeting will be physically open to the public for public input. Pursuant to State law, challenges in court to actions on the above proposal may be limited to issues raised during public hearings or meetings conducted on the matter, or in correspondence submitted prior to the start of the meeting.

The proposed ordinance will be available for review at the City of Sonora Administration Department, 94 North Washington Street, Sonora CA 95370, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. or on the City's website at www.sonoraca.com. Questions regarding the project may be directed to Tracy Skelly, City Clerk, at (209) 532-4541.

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

Date Notice Published:
January 24, 2025

Tracy L. Skelly, City Clerk

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director
Tracy Skelly, Administrative Services Officer/City Clerk

SUBJECT: Introduction and Administration of the Oath of Office for the Building Official Brian Odom

RECOMMENDATION:

Receive an introduction and administration of the Oath of Office for the Building Official Brian Odom.

BACKGROUND:

Brian Odom brings a wealth of experience and an exceptional background to his new role as the City's Building Official. With 38 years of experience in the construction industry and 17 years in public service, Mr. Odom is highly qualified to serve in this capacity.

Brian began his career in the family construction business, where he developed hands-on expertise in residential and commercial construction, including framing, custom home building, seismic retrofits, historical renovations, and a wide variety of other projects such as footbridges, decks, and retaining walls. Notably, Brian worked in Sonora during the 1990s, where his projects included the construction of what is now the KFC restaurant and fire damage repairs at the Quail Hollow Apartment Complex.

In public service, Brian has held leadership positions, including Chief Building Official for the City of Turlock and Building and Fire Code Official for the City of Oakdale. His responsibilities in these roles spanned building inspections, fire code enforcement, plan reviews, and code compliance. Brian has demonstrated exceptional customer service and a collaborative approach to working with staff, developers, and the community.

Brian Odom's extensive experience, technical expertise, and strong community-focused approach make him a valuable addition to our team. We are confident that he will contribute significantly to the City's development services and look forward to his leadership in the Building Division.

Brian is supported by his wife Pamela.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Eads, City Administrator

SUBJECT: Receive a Presentation from Visit Tuolumne County on the Quarterly Marketing Update

RECOMMENDATION:

Receive a Presentation from Visit Tuolumne County on the Quarterly Marketing Update.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

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

Visit Tuolumne County Report to City of Sonora

February 3, 2025

Advertising

- Print Ads:
  - *California Visitors Guide (Circulation +500,000)*



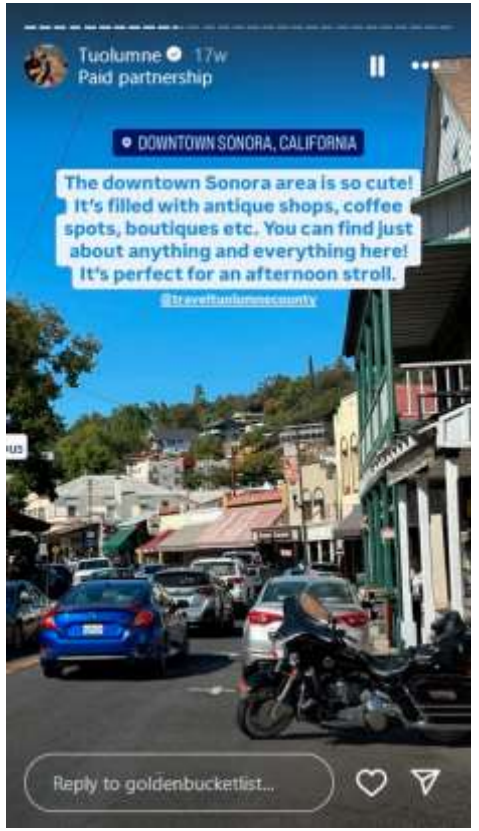


Media Features & Visits

Visits

- **Influencers, @Honeytrek** (39.5k followers) –
  July: Stayed at The Inn on Knowles Hill
- **Influencer, Sanna Nour @goldenbucketlist** (36.4k followers)-
  September: Explored Downtown and the Dragoon Gulch Trail
  December: Attended 2nd Saturday Art Night and Christmas Town festivities
- **9 Influencers, Black Travel Alliance Creators Weekend** (249k combined followers) **– September**
  Stayed at Hotel Lumberjack and explored Sonora, Columbia, Yosemite, Firefall Ranch
- **Travel Writer, Nora Tarte – October**
  Explored Columbia, Indigeny Reserve, Cover's, Black Oak Casino Resort





**Followers are Instagram*

Media Features & Visits

In the News

Sonora was featured and mentioned in seven articles that came about from media pitches and visits.

“The "Queen Of The Southern Mines" Is The Most Underrated Small Town On Yosemite's Doorstep”
The Travel (738k monthly viewers)

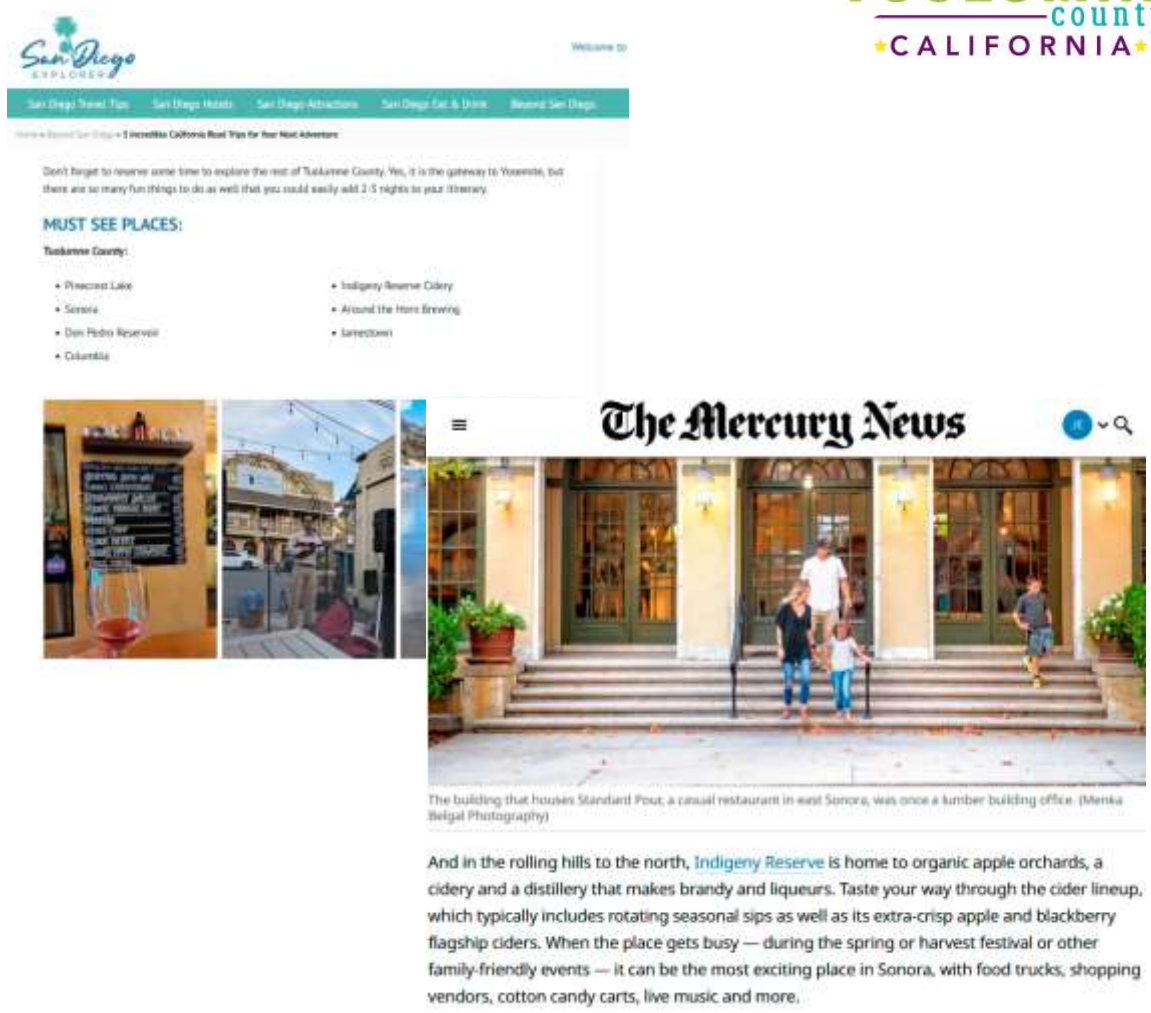
“Skip Lake Tahoe For These 7 Other Towns In The Sierras”
The Travel

“The Best Small Towns in Northern California for a Weekend Retreat”
WorldAtlas (3m monthly viewers)

“5 Incredible California Road Trips for Your Next Adventure”
San Diego Explorer (10k monthly viewers)

“Under An Orange Summer Sky In The Sierra Foothills”
India Currents (23.7k monthly viewers)

“Weekend getaway: A Gold Rush-inspired jaunt to the Sierra foothills.”
San Jose Mercury News (4m monthly viewers)



Holiday Promotions

The holiday season is always a magical time in Tuolumne County, and we launched several campaigns to spotlight Sonora and the County as vibrant holiday destinations:

- Multiple social media posts and stories (including ads) highlighting Christmas Town Sonora
- Sponsored the Holly Jolly Wagon
- Provided hot chocolate at Christmas Tree Lane set-up
- Showcased the Red Church on VTC's two billboards in the Central Valley (17,200 daily impressions)
- Local holiday events promoted in *San Joaquin Magazine's* e-newsletter, reaching over 15,000 subscribers
- Print ad in *209 Magazine*, circulation 100,000+ readers
- Supported the Sonora Chamber of Commerce by distributing their press release for Christmas Town Sonora







Hwy 108, Riverbank

Web Visits

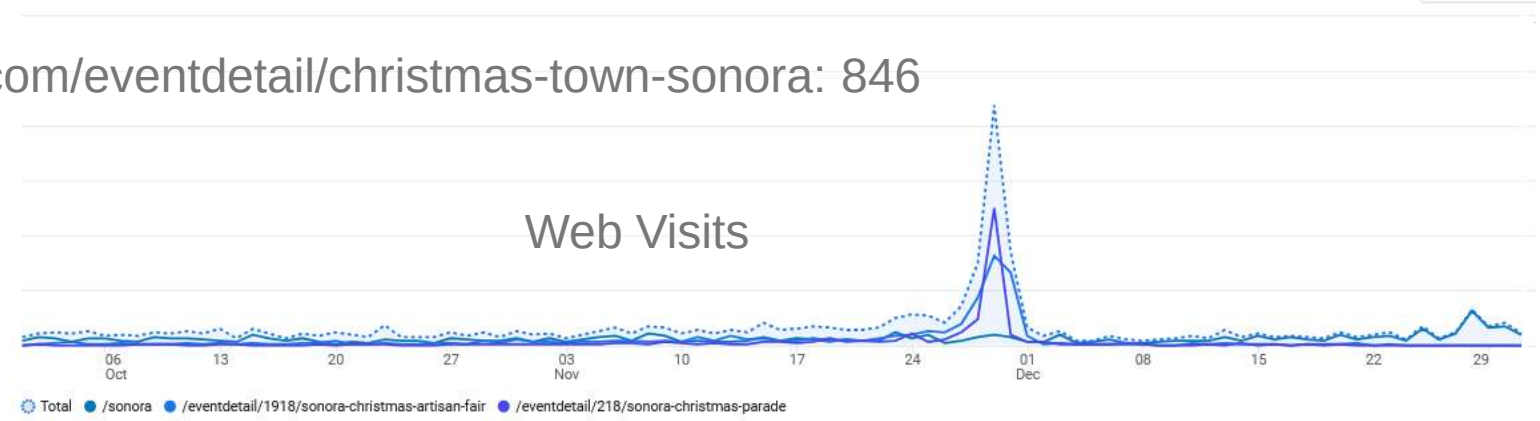
Site Views, October – December 2024

VisitSonoraCA.com (visittuolumne.com/sonora): 2,274

VisitTuolumne.com/eventdetail/christmas-artisan-fair: 1,794

VisitTuolumne.com/eventdetail/sonora-christmas-parade: 1,155

VisitTuolumne.com/eventdetail/christmas-town-sonora: 846





Dec. 29, 2024: Top 5 origins of physical visitors from over 30 miles away: Livermore, Santa Rosa, Riverbank, Newark, San Diego

Special Programs: Promotions



Gas card giveaway. Lodging promotion to increase stays during slow period.



Photo contest to promote dining out during California Restaurant Month.

Special Programs: Mobile Trails









196 Users
349 Check-ins



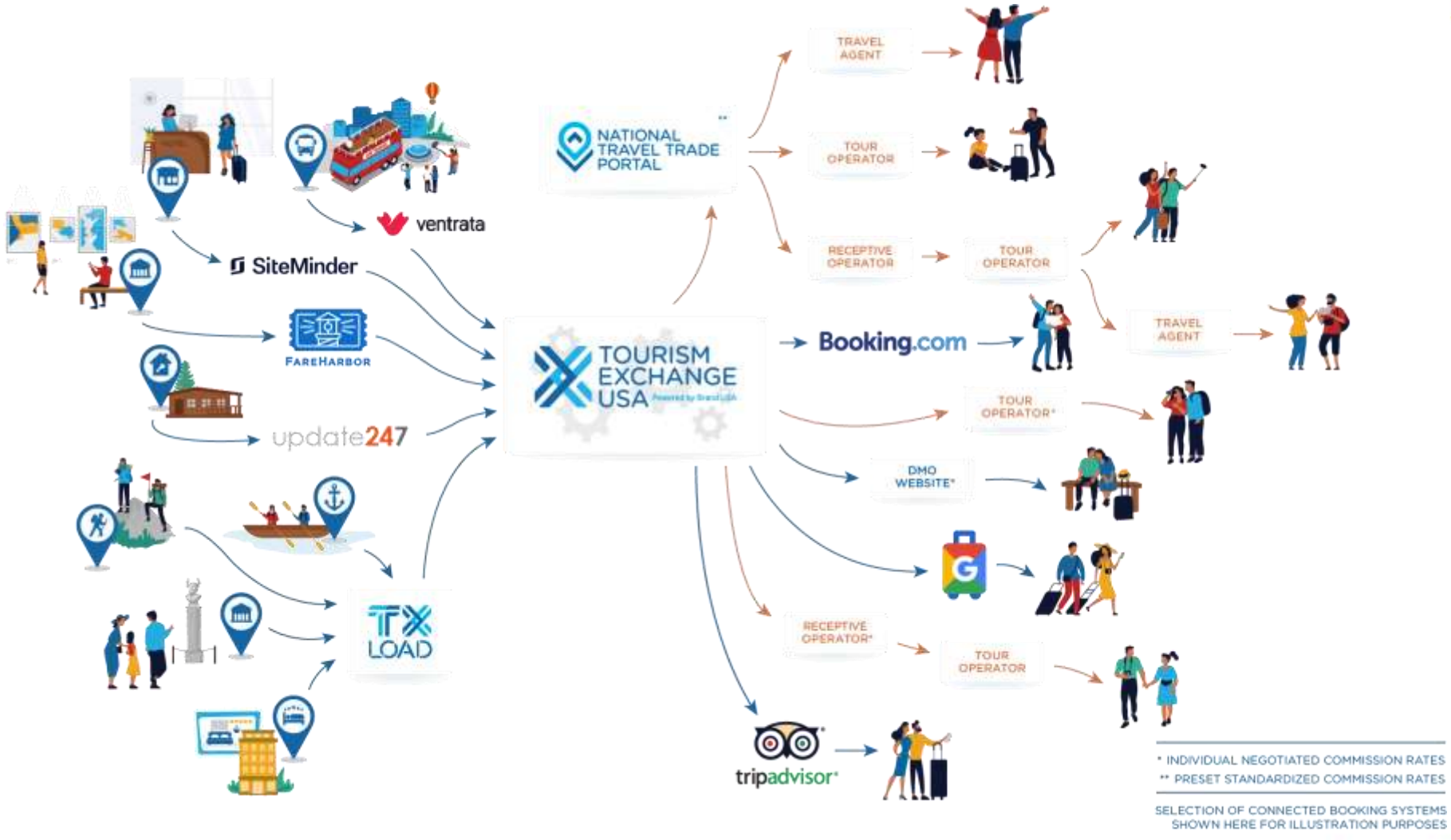
Travel Shows

INTERNATIONAL SPORTSMEN'S Expos

Bay Area TRAVEL & ADVENTURE SHOW®



Tourism Exchange USA



Tourism Marketing District (TMD)

- Steering Committee
- Timeline
- Cost and Activities to Date
  - TMD Feasibility Study and Workshop
  - TMD Communications and Strategy
    Legal Expenses (monthly payments commenced Nov. 15, 2024)
  - Mailings, printing, meetings/workshops

  Total to date: ~$80,000



Save the Dates!

VTC Marketing Meeting
Thursday, February 20, 2025
1:00pm
VTC Headquarters in Sonora



Visit Tuolumne County Tourism Summit, Awards, & Partner Showcase
Thursday, October 16, 2025
Chicken Ranch Casino Resort

AWARDS:
Tourism Advocate
Best Visitor Experience
Spirit of Tuolumne County
Front-Line Hospitality Champion

Thank You

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: California Peace Officer Standards and Training Management Study

RECOMMENDATION:

Consider Acceptance of the California Peace Officer Standards and Training Sonora Police Department Management Study.

BACKGROUND:

In January 2024, the California Commission on Peace Officer Standards and Training (POST) accepted a request from the Sonora Police Department to conduct a management study. Between March and November of 2024, POST representatives conducted a policy review, in-person interviews, an employee survey, and an in-person review of SPD facilities. The goals of a management study are to understand organizational behavior and provide a roadmap that enhances efficiency while effectively managing an agency's resources.

POST provides these studies "upon the request of the local jurisdiction for the purpose of improving the administration, management, or operations of a police agency and may aid such jurisdiction in implementing improved practices and techniques."

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

- POST Employee Survey
- 2024 POST Management Study

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Public Safety and Disaster Preparedness

Sonora Police Department Employee Survey Deadline 9/12/24

The Commission on Peace Officer Standards and Training (POST) has been requested by Chief VanderWeil to conduct a study into various aspects of the agency. Management studies are not audits. Pursuant to CA Penal Code 13513, management studies are services provided "upon the request of the local jurisdiction for the purpose of improving the administration, management, or operations of a police agency and may aid such jurisdiction in implementing improved practices and techniques." Input from personnel is essential to ensure the final report is objective and accurate.

The following survey is intended to capture feedback from sworn and professional staff on aspects related to the scope of the study only. The scope of the study encompasses:

- Staffing and workload analysis (sworn and non-sworn employees)
- Infrastructure
- Technology

Please feel free to write or add comments to any of the questions.

Your detailed feedback will remain anonymous and is integral to the management study. Thank you for your participation. If you have any questions or concerns, please feel free to reach out to me at steve.fisher@post.ca.gov

1. I am a _____ member of the Sonora Police Department.

- [ ] Non-sworn
- [ ] Sworn

2. I have the necessary resources to perform my job duties well.

- ◯ Strongly Agree
- ◯ Agree
- ◯ Neither
- ◯ Disagree
- ◯ Strongly disagree

3. Additional comments for question #2 (not mandatory)

4. I have the necessary time to perform my job duties well.

- ◯ Strongly Agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

5. Additional comments for question #4 (not mandatory)

6. The department has clearly defined expectations of its employees.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

7. Additional comments for question #6 (not mandatory)

8. In most situations, I feel like my workload is manageable.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

9. Additional comments for question #8 (not mandatory)

10. I have received the necessary training for my CURRENT assignment.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

11. Additional comments for question #10 (not mandatory)

12. (Sworn officers only) I regularly interact with community members in ways or situations other than calls for service and traffic stops.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

13. Additional comments for question #12 (not mandatory)

14. My agency works well with neighboring or outside agencies.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

15. Additional comments for question #14 (not mandatory)

16. What are the department’s greatest strengths?

17. What are the department's greatest opportunities for improvement?

18. I have the time necessary to follow up on investigations after taking the initial reports.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

19. Additional comments for question #18 (not mandatory)

20. (Sworn officers only) Do you write your reports outside of the station?

- ◯ Yes
- ◯ No

21. Additional comments for question #20, why or why not?

22. (Sworn officers only) Do you write your necessary reports while still being assigned to calls? Or do you write them during free time between calls?

- ◯ While still assigned to call
- ◯ Free time between calls
- ◯ Both

23. Additional comments for question #22 (not mandatory)

24. The use of social media is important for law enforcement agencies.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

25. My department is using social media successfully.

- ◯ Strongly agree
- ◯ Agree
- ◯ Neutral
- ◯ Disagree
- ◯ Strongly disagree

26. Additional comments for question #25 (not mandatory)

27. If you had the ability to add one full time position to the Sonora Police Department, what area would it be in? Why did you choose this area?

28. If you had the ability to add one piece of TECHNOLOGY or software to the Sonora Police Department, where would it be and why?

Section

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

Microsoft Forms

SONORA POLICE DEPARTMENT MANAGEMENT STUDY

COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING

AUGUST 2024

The mission of the California Commission on Peace Officer Standards and Training (POST) is to continually enhance the professionalism of California law enforcement in serving its communities.

EXECUTIVE SUMMARY

In early 2024, Chief VanderWiel of the Sonora Police Department (SPD) and the California Commission of Peace Officer Standards and Training (POST) collaborated on a management study for his agency. The goals of any management study are to understand organizational behavior and provide a roadmap that enhances efficiency while effectively managing an agency's resources. For this study, Chief VanderWiel requested the study focus on the following areas:

- Organizational structure and administration (**Chapter 1**)
  - Sworn staff (**Chapter 2**)
  - Professional staff (**Chapter 3**)
- Evaluation of infrastructure and facilities (**Chapter 4**)
- Technology (**Chapter 5**)

The information contained in this report is the product of policy review, in-person interviews, an employee survey, and an in-person review of SPD facilities. This report contains recommendations involving the requested areas and other topics that were revealed during each element of the study.

It is important for the reader to bear in mind that the recommendations made by POST are exactly that: recommendations. Organizations must assess these recommendations in light of their own unique cultural, political, historical, and financial circumstances. Agencies are encouraged to view these recommendations as a starting point to generate discussions with managers, staff, political entities, and the community, and if necessary, to use the recommendations as a preliminary point for policy development to ensure agencies are best serving the future needs of their stakeholders.

Priority 1 recommendations (highest importance)	
Creation of professional staff supervisor position	Chapter 1 & 2
Increase sworn supervision to cover all hours of operation	Chapter 2
Address immediate safety and security issues with police facilities	Chapter 4
Address immediate environmental issues with server room (critical infrastructure)	Chapter 4
Address environmental issues with Evidence and Property areas at station	Chapter 4
Establish planning team for potential facility alternatives	Chapter 4

Priority 2 recommendations	
Addition of an executive/administrative assistant position	Chapter 1
Placement of personnel in an investigative/detective position	Chapter 2
Identify personnel for crime analysis duties	Chapter 2
Develop and apply a records retention schedule	Chapter 3
Conduct audit of records section to evaluate effectiveness and efficiency	Chapter 3
Address lack of functional area for female personnel (Sworn and Professional staff)	Chapter 3
Address functional improvements for Professional facilities and duties	Chapters 2 & 3
Provide department cellphones to personnel in the field	Chapter 5

Priority 3 recommendations	
Development of internship program	Chapter 1
Address communication obstacles between IT and Sworn officers	Chapter 2
Develop visitor log for entry into property/evidence area	Chapter 3
Develop method to locate officers in real time via GPS or other technology	Chapter 5
Consider online reporting	Chapter 5
Electronic license plate/records check capabilities in the field	Chapter 5

This report and subsequent recommendations are based upon the fundamental mission of POST, to continually enhance the professionalism of California law enforcement agencies in serving their communities. The leadership of the Sonora Police Department are encouraged to utilize this report as a roadmap for meeting the constant evolution of the law enforcement profession and most importantly, the expectations of its citizens.

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Appendix A

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Appendix C

MANAGEMENT STUDIES

Management studies are provided by the California Commission on Peace Officers Standards and Training (POST) in accordance with Commission Regulation 1016, which provides that in accordance with Penal Code section 13513 upon the request of a local jurisdiction, the Commission shall provide a counseling service to such local jurisdiction for the purpose of improving the administration, management or operations of a police agency and may aid such jurisdiction in implementing improved practices and techniques. Such service shall be in accordance with Commission policy and guidelines for counseling services as provided in this Commission procedure. Management counseling services shall be provided only to local law enforcement agencies.

Any POST-participating agency is eligible to request a study through the Management Counseling and Projects Bureau (MCPB) at POST. Applications can be found online and must be submitted through the POST website or by the link below:

POST - Management Studies website link

OVERVIEW

The City of Sonora is a historic town located in the Sierra Nevada foothills and serves as the county seat of Tuolumne County. Sonora covers approximately 3.5 square miles with an estimated population of 4,917 residents. As the lone incorporated city in Tuolumne County, Sonora functions as the shopping, dining and business hub for the region. As such Sonora's estimated day time population is over 25,000.

The primary role of any police department is to ensure public safety within the community. The size of a police agency influences how this gets done. The Sonora Police Department (SPD) is a small agency with 14 sworn positions and 24 total funded positions which includes one vacancy. SPD size provides advantages and disadvantages for Chief VanderWiel in terms of organizational structure, resources, and community engagement.

The size of SPD allows for a flatter organizational structure providing the ability for rapid decision-making and communication. Officers are able to focus heavily on community-based policing with personalized interactions which helps with the goal in building strong relationships with citizens in Sonora. Simultaneously the size of SPD means they must meet their goals with less resources. SPD personnel, both sworn and professional staff, are tasked with several collateral duties with limited access to specialized technology and equipment.

SCOPE & METHODOLOGY

Chief of Police Turu VanderWiel requested an organizational review of his agency from POST. In the initial meeting with Chief VanderWiel he stressed his desire for an independent, thorough review of the organization to identify areas to improve, including any policy, procedure, practice or the structure of the organization. His primary areas of interest surrounded the following areas:

- Organizational structure and administration (**Chapter 1**)
    - Sworn staff (**Chapter 2**)
    - Professional staff (**Chapter 3**)
- Evaluation of infrastructure and facilities (**Chapter 4**)
- Technology (**Chapter 5**)

POST has endeavored to keep these priorities in mind during the course of the study while simultaneously providing assessment to other topics revealed outside of the identified priorities.

The methodology selected for the organizational review of SPD include:

- Staff interviews
- Site assessment
- Employee survey
- Documents review

On August 5-7, 2024, Law Enforcement Consultants Steve Fisher and Kevin Hatano, from the POST Management Counseling and Projects Bureau (MCPB), met with Chief VanderWiel and SPD personnel. During the site visit, LEC's were able to interview SPD staff in both sworn and professional staff capacities. Each were identified as subject matter experts, who were chosen to represent each functional area to be examined. Personnel were asked a series of questions, designed to serve as prompts, which fostered further discussions regarding departmental policies and practices.

LEC Fisher and Hatano were provided a site tour of the SPD police station located at 100 South Green Street in Sonora. The site review included all functional areas of the station.

In addition to the interviews, POST Consultants reviewed a wide range of documents to audit and assess the practices as described by SPD personnel.

After the site visit, an anonymous online survey was administered to all department employees. The goal of the survey was to obtain unfiltered input from staff as to any organizational, operational or cultural issues within SPD. At the conclusion of the survey POST received 13 completed responses. POST utilizes these results as a reference in this

report and leaves interpretation of survey results to Chief VanderWiel and his management team.

The recommendations are based upon professional research integrated with current law enforcement best practices, the most up to date standards for law enforcement training and the combined breadth of experience and knowledge of Law Enforcement Consultants within the POST Management Counseling and Projects Bureau (MCPB). Integrated with the information and feedback provided by SPD personnel, this report is designed to provide a thoughtful examination and critical evaluation of SPD and their current practices. Ultimately, the intent of this report is to assist the department in becoming more efficient and effective in the delivery of law enforcement services to their community.

CHAPTER 1

ORGANIZATION AND ADMINISTRATION

The Sonora Police Department consists of 24.3 total positions authorized by the city, 14 of which are full time sworn officers. At the time of the study, one sworn vacancy is remaining in the department. A total of eight officers are assigned to patrol, two of which are in field training with an anticipated completion date, 2024-2025 fiscal year. One new officer is currently attending the academy with an anticipated start date of field training, in the 2024-2025 fiscal year.

After several years of challenging recruitment and retention of Police Department staff, the City of Sonora recently took proactive and aggressive steps to increase hiring. Through salary increases and $50,000 hiring bonuses the Police Department has been able to make several key hires to lower their vacancy rate to one sworn and zero non-sworn personnel.

Table 1.1 – Budgeted and actual staffing of Sonora Police Department at the time of study.

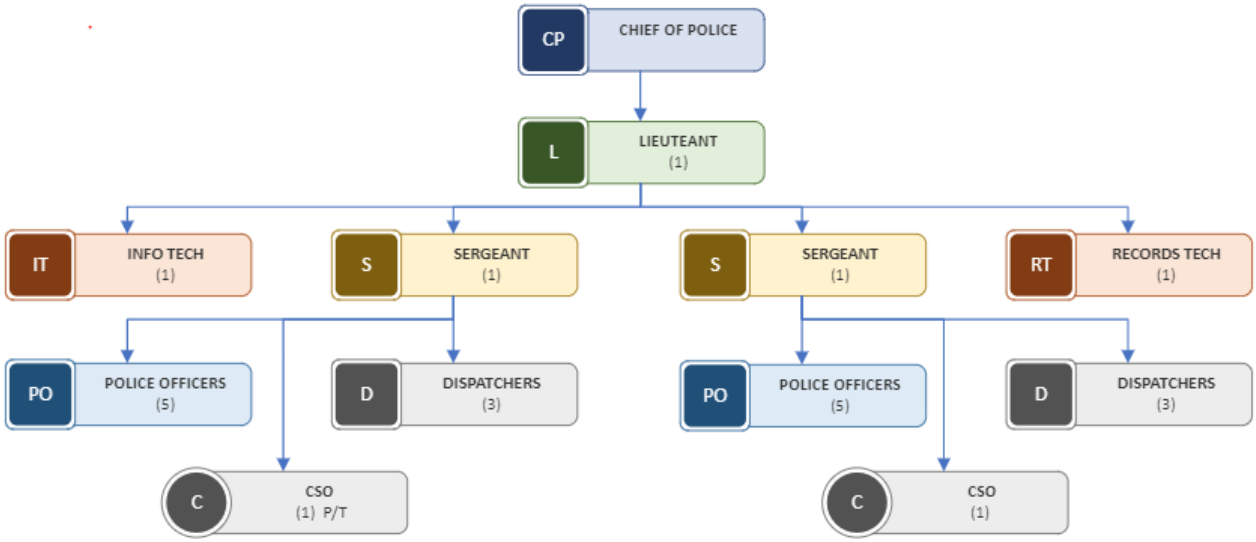
POSITION	APPROVED FTE	ACTUAL
Chief of Police	1.0	**1.0**
Police Lieutenant	1.0	**1.0**
Police Sergeant	2.0	**2.0**
Police Officer (includes 2 Corporals)	10.0	**9.0**
Reserve Police Officers	0.2	**0.2**
Community Services Officer (FT/PT)	1.6	**1.6**
Dispatcher/Records Specialists	5.0	**5.0**
Dispatcher/Records Specialists (P/T)	1.3	**1.3**
Police Records Technician	1.00	**1.00**
Information Technology Tech (P/T)	0.2	**0.2**
Homeless Outreach Coordinator	1.00	**1.00**

Law enforcement organizations should be structured and staffed in such a way that they are able to address community expectations and reflect the mission, vision and values of the agency. Under the leadership of Chief VanderWiel, the Sonora Police Department is structured in a manner that reflects the nature of a small community.

With a primary goal of safeguarding life and property, (SPD's mission statement), the agency focus is on providing first responder type police services.

Operations Lieutenant, Lt. Hannula, serves as the lone manager for both the sworn and non-sworn personnel. Two sworn supervisors, Sergeants, oversee both sworn and non-sworn personnel. Between the Chief, Lieutenant and two Sergeants, they generally fill the role as the supervisor of one to three officers working on the streets of Sonora and one dispatcher at any point in the day.

Table 1.2 – Organization chart of Sonora Police Department at the time of study.



In general, POST supports agencies that attempt to leverage professional staff, command-level positions. They tend to be easier to fill and more cost effective than comparable sworn classifications. In addition, professional supervisors and managers can be an effective complement to the agency's management team, bringing specialized and desirable skills sets; and the additional hierarchy serves to provide promotional opportunities for exemplary employees in non-sworn classifications.

10.1 budgeted positions make up the professional staff of SPD. However, no professional staff supervisor is included in the hierarchy of the organization. All professional staff report to sworn supervisors and managers for operational and administrative duties. The conversion of a current professional staff position to a supervisor capacity would provide an ideal span of control for this position with a 9.1 to 1 ratio. Furthermore, this would increase the oversight of professional employees while alleviating some of the responsibility from sworn supervisors.

Recommendation 1.1

POST recommends the creation or adjustment of a current civilian position to a civilian supervisor. This position would have responsibility over all the non-field functions at SPD (Evidence and Property unit, Dispatch, and Records units). Additionally, this position could have administrative supervision over civilian positions (CSO's) in the field. This adjustment would provide a higher level of coordination to complete necessary duties in each functional area and redistribute administrative duties from the Lieutenant and Sergeant positions to the new supervisor.

As part of this recommendation, POST conducted a review of similar sized agencies in California with a dispatch center. While the sample grouping is small due to the limited number of California agencies with these categories, the table reveals comparable agencies have a greater level of supervisory positions at the civilian level.

Table 1.3 – 2024 comparable agency with similar sworn, professional staff and dispatch center.

AGENCY	SWORN OFFICERS	CIVILIAN STAFF	CIVILIAN SUPV/MANAGER
Sonora PD	14	10.1	0
Agency A	13	6	1
Agency B	9	6	1
Agency C	12	6	1
Agency D	14	6+5 P/T	1
Agency E	11	8	1

COLLATERAL DUTIES

In most police departments, several positions have collateral duties that supplement their primary jobs. In small police departments like SPD, staff must wear multiple hats due to limited personnel and resources. These collateral duties are essential as they allow the department to function effectively despite limited personnel. These additional roles help the agency meet its operational, administrative, and community service goals without requiring a large workforce.

State law and SPD policy add further requirements and duties with the addition of coordinator roles and responsibilities (*See Appendix A for list of required assignments*). To further exacerbate matters, due to limited personnel and resources, the Chief and

Lieutenant frequently step into roles that are generally handled by line staff, including patrol and dispatch functions.

While these duties are natural expectations in a small agency, they complicate executive tasks and create obstacles to administration of police leadership to the community. The addition of a full-time executive assistant would be significant progress in mitigating many of the obstacles to the administrative processes of managing a small agency.

Recommendation 1.2

POST recommends the addition of an administrative assistant to the staff at SPD. The position would focus on administrative support including scheduling, correspondence, and record-keeping. Providing a higher level of efficiency and time management for the Chief and Lieutenant would enable SPD executives to focus on leadership, strategic planning and crisis management. The position would also provide administrative support to all personnel and streamline communications inside and out of the agency.

RECRUITMENT AND RETENTION OF DEPARTMENT PERSONNEL

SPD has recently instituted an aggressive recruitment of staffing for sworn and non-sworn personnel in the agency through signing bonuses and salary increases. At the time of the Consultant's visit, SPD and the city of Sonora have also contracted with an outside vendor to identify recruiting strategies and produce a recruiting video.

Survey respondents were asked about their perceptions regarding their specific workloads. The surveys were not disaggregated by position, therefore the responses reflect general beliefs about whether or not the Department, as a whole, feels that their workload is manageable. Discussions regarding the workload for specific areas will be discussed in more detail in the sections that follow.

A majority of respondents agreed that their workload was "manageable", with 53% either strongly agreeing or agreeing (7 respondents). 31% (4 respondents) disagreed while 0% strongly disagreed. However, due to the way surveys are structured, and responses are gathered, Consultants cannot identify if there are specific units that feel particular pressure.

A strong majority (over 90% of responses) indicated one of SPD's greatest strengths was the strong sense of "family" and support by department administration. This result implies a high sense of job satisfaction with surveyed personnel.

Recent efforts of city administration and SPD leadership in recruiting have been clearly effective. POST highly encourages maintaining such efforts as the low vacancy rate and perceived satisfaction level of SPD employees is high.

Findings 1.3

The effectiveness of SPD's recruiting and retention efforts is recognized as highly beneficial to the department and community.

Recommendation 1.4

Consider partnering with the local community college and/or university to establish an internship opportunity for students looking to enter a career in law enforcement. Positions can include clerical or administrative support in non-sworn areas of SPD. Internships not only provide valuable opportunities for students but can also provide improved employment prospects, opportunities to engage young local students and enhance future recruitment efforts.

CHAPTER 2

SWORN PERSONNEL

Under Chief VanderWeil, the Operations section for SPD bears the full responsibility for police services to the city of Sonora. The Operations Lieutenant manages the Operations section and is the direct supervisor to the two Sergeants, one Records Technician and one IT representative.

The Operations section also includes all sworn personnel performing patrol operations and investigations. It also includes all non-sworn personnel including Evidence and Property, Records, Dispatch and Community Services.

In evaluating staffing models, due to the small size of Sonora and staffing levels of SPD, officers are deployed using a minimum staffing type model. This approach requires supervisors to estimate enough staff that must be deployed to ensure officer safety and provide an adequate level of protection to the public. This is a common form of staffing deployment.

There are advantages of this type of model in small jurisdictions like Sonora. A minimum staffing model ensures at least a minimum response capability, regardless of calls for service received. Additionally, depending on the jurisdiction, minimum staffing may be instituted to provide a margin of officer safety, when another allied agency assistance is unavailable[1].

OPERATIONS

The sworn personnel of SPD are all assigned to patrol operations. Under the direct management of the Operations Lieutenant, the staffing of sworn personnel at SPD are as follows:

- Two Sergeants
- Nine Police Officers

At the time of POST's site visit one of the Police Officer positions was attending an academy and did not factor into actual staffing.

[1] (Wilson, Jeremy M., and Alexander Weiss., 2014. *A Performance-Based Approach to Police Staffing and Allocation.* Washington, DC: Office of Community Oriented Policing Services.)

SUPERVISORS

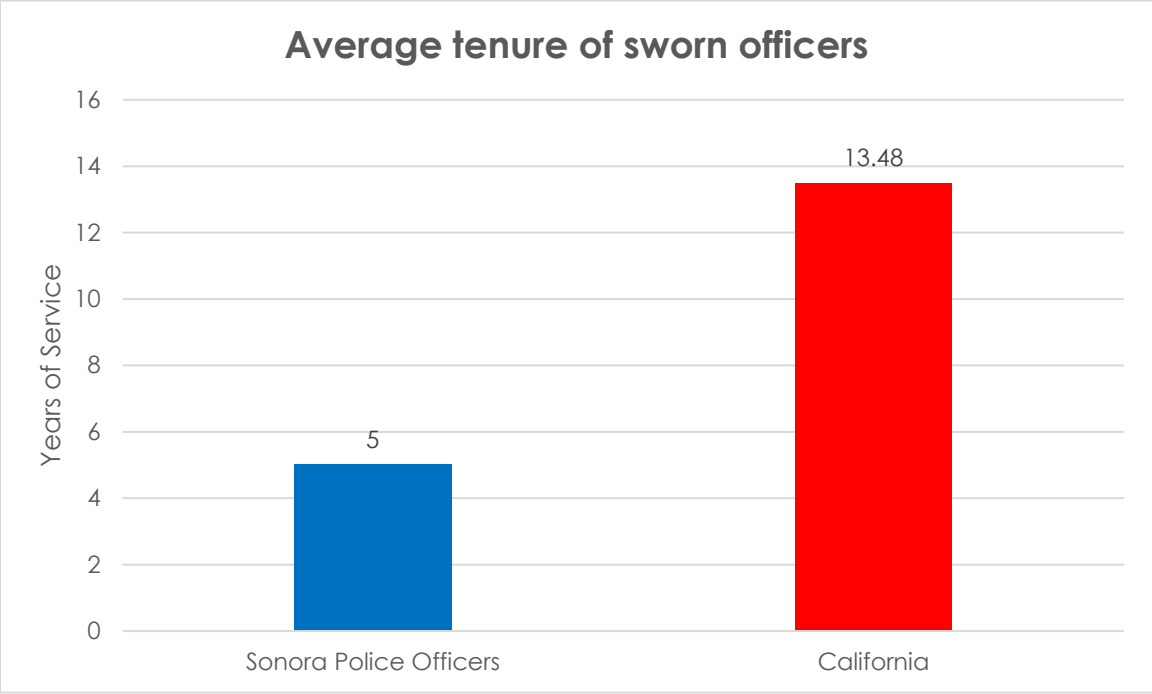
POST recognizes patrol supervision plays a critical role in ensuring risk management, policy adherence, accountability, and successful outcomes in critical incidents. If the workforce is less experienced, as often happens with less tenured officers on late nights and weekends, this need becomes even more essential. POST strongly encourage agency's place a high priority on front line supervision.

At SPD, both Sergeants work 10-hour shifts from 1700-0300 working opposite ends of the week with an overlap day on Wednesday. They primarily supervise their shift of one or two Officers, a dispatcher and have an established roster of personnel to conduct administrative duties. Each Sergeant has numerous collateral duties in addition to their primary functions.

Sergeants at SPD supervise Police Officers with an average tenure under 5 years of service. Comparatively the average California Peace Officer tenure in 2023 is 13.48 years. This low average tenure for Police Officers at SPD increases the level of supervision and accountability needed to be provided by Sergeants in patrol.

The Corporal position at SPD has some acting supervisor role in patrol. Currently one Corporal is assigned to 0800-1800 during the week.

Table 2.1 – Average tenure of SPD officers compared to the state average.



Recommendation 2.1

SPD should increase the number of Sergeant's or Corporal's to help fill the void of supervision during various hours in the patrol day. POST strongly supports all agencies to have an increased level of supervision available at all hours of operation. Further supervision would help mitigate risk for SPD and the City and improve accountability of leadership.[2]

POLICE OFFICERS

Each Officer works 12-hour shifts from 0600-1800 or 1800-0600 except for one Officer identified as a Corporal. The Corporal works a 10-hour shift from 0800-1800 and serves as an acting supervisor during their shift. In addition to the core functions as a patrol officer, one Officer is a K9 handler and one Officer serves as a Field Training Officer.

Police Officers generally work with one or two other Officers during their shift. Although the on-duty staffing is low, survey results indicate that employees generally feel they have the necessary time to perform their job well.

During POST Consultant's interviews with sworn staff, the inability to write reports on mobile computers in patrol vehicles was mentioned multiple times. Survey results revealed similar results with 78% of responses indicating they wrote reports inside the police station instead of their mobile computer. Simultaneously, our conversation with the IT staff indicated that Police Officers were able to write reports on mobile computers.

Recommendation 2.2

IT should provide clear communication and training to Police Officers on how to write reports on their mobile computers. Currently, when an officer must return to the station to write a report, this leaves one officer in the field. Having the ability to write reports in the field would increase their presence in the city and increase efficiency in their response to calls for service.

INVESTIGATIONS

SPD has no personnel assigned specifically to investigations. Officers are expected to conduct any follow up investigation as part of their regularly assigned patrol shift. This creates an obstacle to conducting follow up investigations as often time cases can

[2] (U.S. Department of Justice, Law Enforcement Best Practices: Learned from the Field, 2019)

require travel outside of SPD jurisdiction and need to occur outside of the specific hours of each Officer's shift. Furthermore, investigative steps often require extensive scheduling of and obtaining interviews, report writing, search warrant preparation and collaboration with the District Attorney's office.

***** ***Note**:* SPD has a plan to install the Corporal position into an investigative capacity once all Officers have completed field training and are able to function as a solo unit.

Recommendation 2.3

SPD should create Detective position to meet the investigative needs of their community. The position would allow Police Officers assigned to patrol to focus more intently on first responder duties and immediate responses. The Detective would provide specialized skills which are otherwise incompatible with the first responder duties.

Recommendation 2.4

In creating a Detective position, the individual should also be assigned the duty of crime analysis, which SPD does not currently possess. Through analysis, patterns and trends could be identified in the community which could help prevent crime. In small jurisdictions, crime patterns may go unnoticed without a detective's focused attention to such trends. Crime analysis also provides a focused response for SPD and City leaders to the community.

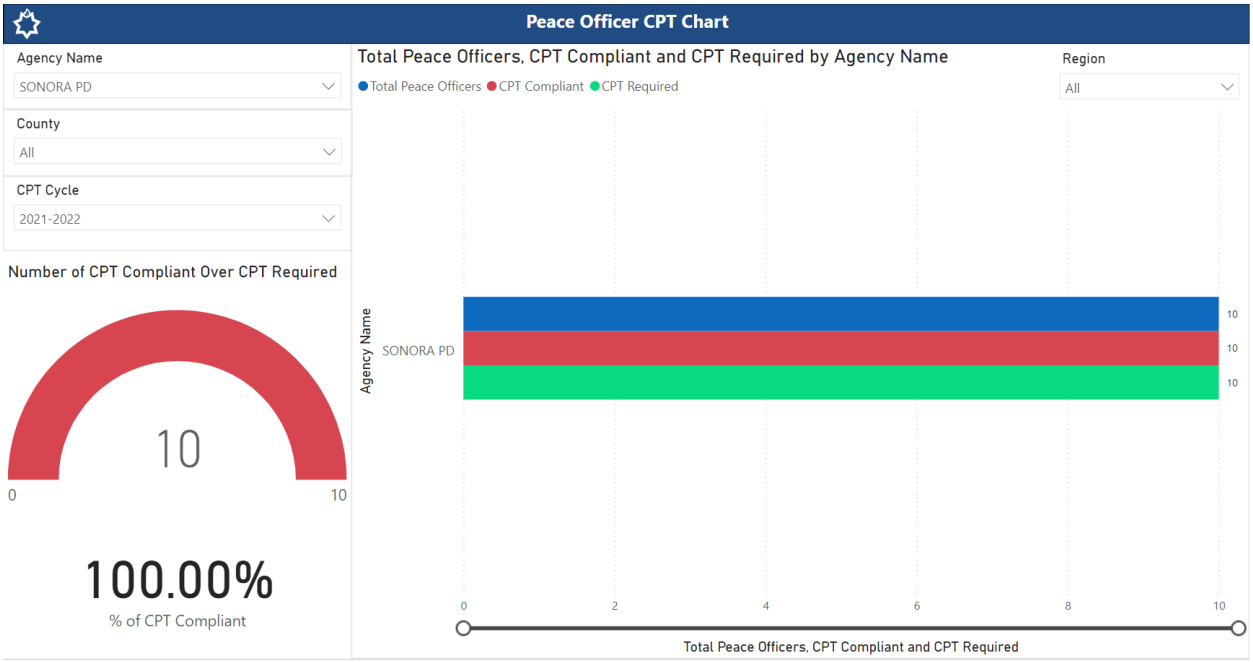
TRAINING

Continuous, career long training for peace officers of every rank is the standard in California. Chief VanderWiel made it clear to POST Consultants that he was fully committed to ensuring ongoing training was available for all members of his department. Updated and relevant training helps ensure peace officers are current with new laws and procedures, enhances officer safety, reduces the use of force through modern techniques, and provides liability and legal protection for officers and agencies.

POST requires each officer to obtain 24 hours or more of Continuing Professional Training (CPT) every two-year cycle. The statewide CPT compliance average for is **92.47%** of peace officers for 2021-2022 (last full CPT cycle).

SPD's CPT compliance percentage for 2021-2022 was **100%**

Table 2.2 – CPT compliance of the sworn personnel at Sonora Police Department



In addition to full compliance with CPT requirements, SPD stresses the importance of training beyond the minimum requirement. Many of the employees interviewed by POST Consultants indicated they were allowed to attend additional training courses to enhance their experience and careers with SPD. This encouragement by Chief VanderWiel for continued training by all employees is commendable and well received.

CHAPTER 3

PROFESSIONAL STAFF

As previously indicated, professional staff perform critical functions in law enforcement agencies today. They increase efficiency in operational and administrative functions, deliver specialized expertise in support roles while delivering cost-effective personnel to police and city administrators.

At SPD, full-time and part-time civilian staff make up the budgeted 10.1 civilian positions allotted to the agency. In further testament to the successful recruiting and retention program at SPD, they have a 0% vacancy rate in civilian positions.

COMMUNITY SERVICES OFFICERS

A Community Services Officer (CSO) in law enforcement supports police operations by handling non-sworn duties such as public assistance, crime prevention education, traffic and parking enforcement, and report taking for minor incidents. They help build positive community relations through outreach and engagement, allowing sworn officers to focus on more critical tasks. While CSOs do not carry firearms or have arrest powers, their role is essential in enhancing public safety, fostering trust, and ensuring efficient law enforcement operations

The staffing of CSO's in SPD are as follows:

- One full time CSO
- One part time CSO

The full time CSO position is dedicated to the field services aspect of SPD with only a collateral duty of acting as one of SPD's Public Information Officers (PIO). The part time CSO is the lead staff for the Evidence and Property and consequently is where the majority of his time is worked.

RECORDS

In law enforcement the Records management function has a critical role in today's police agencies. Proper management of records helps ensure legal compliance and accountability while simultaneously maintaining the integrity of evidence, supporting proper criminal filings, and safeguards the agency against legal risks. Effective records management also encourages transparency and public trust by ensuring accurate documentation and prompt fulfillment of public records requests. Additionally, the

mandatory reporting of specific records to federal and state agencies provides valuable data for analyzing trends and improving law enforcement strategies.

The Records section of SPD is staffed as follows:

- One full time Records Technician
- Five full time Dispatcher/Records Specialists
- Two part time Dispatcher/Records Specialists

The Records Technician is the lead person in the Records section. While the principal functions of this position are in the Records section, the listed job duties include supporting other non-sworn job functions in the department. The POST Consultant's conversation with the Records Technician indicated an estimated ratio of 4 out of 9 shifts are worked in Dispatch instead of Records.

The Dispatcher/Records Specialists' primary job function is that of a Dispatcher. The POST Consultant conversations with Dispatcher/Records Specialists indicated they had minimal functions in the Records section. Furthermore, one of the part time Dispatcher/Records Specialists fills the Information Technology (IT) duties for the agency in addition to their principal job duties.

***NOTE: At the time of the site visit by POST, two full time and one part time Dispatcher/Records Specialists were in training. Upon the successful completion of their training program each will be able to fill the full duties of a Dispatcher/Records Specialist.

RECORDS FUNCTION DELAYS

SPD Records staff is able to meet the mandatory reporting requirements for California law enforcement agencies (racial profiling data, civilian complaints, crime data, use of force, and hate crimes). However, there are significant delays in the filing of registrations, juvenile case purging, District Attorney phone call requests and several other types of record filings. These delays appeared to be due to the lack of staffing and time available for current Records staff.

PURGING

POST staff asked about the routine purging of files in the department. No set schedule for the purging of paper and electronic files and SPD staff were aware of documents dating back to 2000.

POST RECORDS SELF-ASSESSMENT

Because it is a critical function within most law enforcement organizations, POST publishes the Law Enforcement Records Management Guide to supplement in person training for supervisors and managers of Records divisions. The purpose of the Guide and the accompanying self-evaluation document, are to assist agencies in developing standardized guidelines for the management of the law enforcement records function, detailing best practices for the receipt, storage, and disposition of records maintained by the agency, and conducting evaluations of these systems. SPD Records staff indicated they had not reviewed or completed the POST Records Management Guide.

The 6th Edition (2022) of the Records Management Guide is available for downloading on the POST website at:

POST 6th Edition Law Enforcement Records Management Guide

Recommendation 3.1

Work with City staff to develop, implement and update a Records Retention Schedule. Refer to the POST Records Management Guide and other agencies to develop a policy for this process.

Recommendation 3.2

Consider the creation of a civilian supervisor position to oversee the Records function for SPD. The supervisor would coordinate, review and assign Dispatcher/Records Specialists to tasks needed in the Records area of SPD.

This could be part of an overall civilian supervisor position added to SPD to oversee Records, Dispatch and Evidence and Property (see recommendation 1.1). This position would be well suited for oversight of each area considering the large number of collateral duties each Dispatcher/Records Specialist is tasked with.

Recommendation 3.3

POST recommends SPD conduct a complete and thorough audit of the records section to include the management, operations and compliances of the records section.

Recommendation 3.4

As soon as practical, SPD should have Records staff complete the POST Law Enforcement Records Function Agency Self-Evaluation guide to assist in adhering to the best practices for Records management.

DISPATCH

Dispatch Centers serve as the communication hub that coordinates responses to emergencies and incidents in law enforcement agencies. Dispatchers often provide the first contact and impression for police agencies to the public. They ensure rapid and efficient resource allocation, enhance officer and public safety, and provide critical guidance during emergencies. By maintaining 24/7 operations, managing officer responses, and coordinating with multiple agencies, dispatch centers are the lifeline for our community's response in emergency situations.

The Dispatch Center for SPD answers all 911 emergency calls within the city of Sonora. Dispatchers make initial assessments to triage the emergency calls for a police or fire department related response. As such the SPD Dispatch Center is a critical piece of infrastructure for the community.

The Dispatch Center for SPD is staffed as follows:

- Five full time Dispatcher/Records Specialists
- Two part time Dispatcher/Records Specialists

The principal function of an employee in this classification is to receive Emergency and nonemergency calls and to dispatch personnel following prescribed procedures; perform a full range of clerical and customer service duties involved in the maintenance, processing, and distribution of Police records; performs directly related work as required.

Recommendation 3.5

Consider the creation of a civilian supervisor position to oversee the Dispatch function for SPD. The supervisor would coordinate, review and assign Dispatcher/Records Specialists tasks related to Dispatch. This position would also reduce the added duty of administrative oversight required by sworn supervisors and managers.

This could be part of an overall civilian supervisor position added to SPD to oversee Records, Dispatch and Evidence and Property (see recommendation 1.1). This position would be well suited for oversight of each area considering the large number of collateral duties each Dispatcher/Records Specialist is tasked with.

DISPATCH TRAINING

Dispatchers have similar standards for training in California as peace officers. POST requires each dispatcher to obtain 24 hours or more of Continuing Professional Training (CPT) every two-year cycle. The statewide average for dispatchers during the last full CPT cycle (2021-2022) was **89.51%** compliance.

SPD's dispatcher CPT compliance percentage for 2021-2022 was **100%**

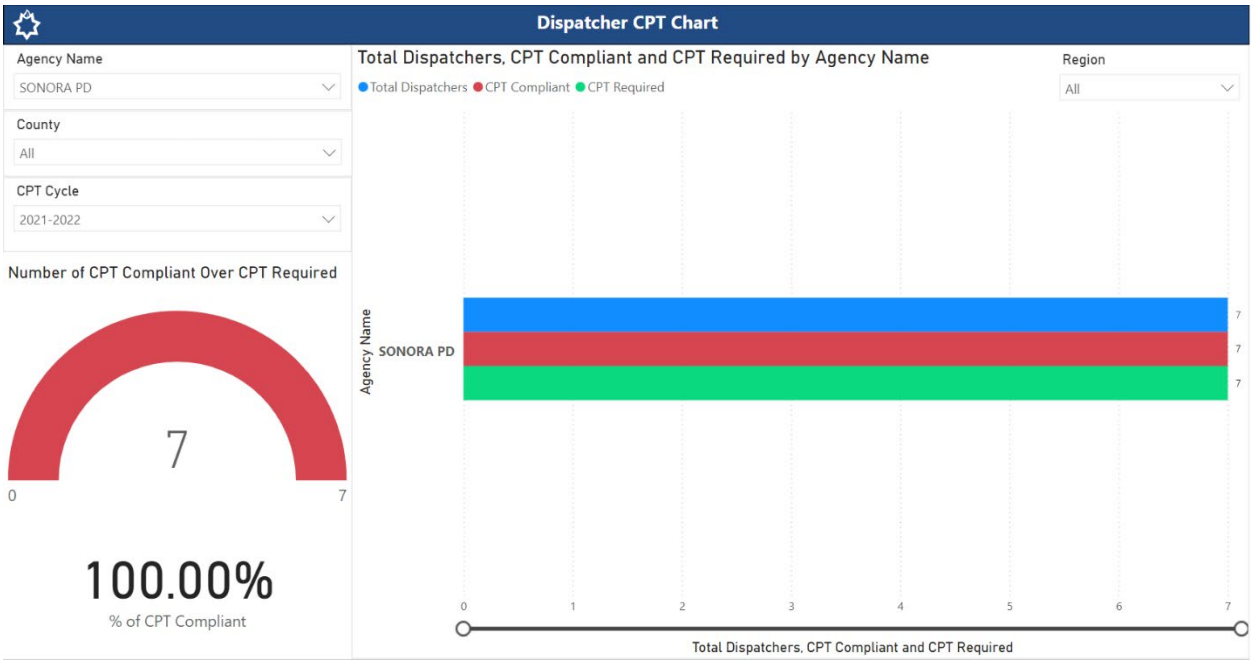


Table 2.3 – CPT compliance of the dispatcher personnel at Sonora Police Department

The high level of CPT training compliance with dispatch and sworn personnel reflects the high commitment to continued training emphasized by Chief VanderWiel.

EVIDENCE AND PROPERTY

The law enforcement evidence/property function is vital to the criminal justice process. The management of this function has become increasingly complex due, in part, to factors related to legislative mandates, hazardous material storage, the protection and preservation of biological/DNA-related material, security, chain of custody, and the training of evidence/property personnel. The failure to manage the evidence and property function can affect the successful prosecution of criminal violators, resulting in agency criminal and civil liability, or the loss of public confidence.

Effective policies and procedures must be established in order to efficiently submit and retrieve items of evidence and property. To support the evidence and property function, managerial and executive personnel must ensure that essential training, both initial and ongoing, is identified and provided, and an adequate budget for sustained effective operation. Staff safety, storage facility security, and the ability to accurately catalog and track evidence and property are paramount to reducing liability exposure, thus increasing the credibility and defensibility of the agency.

To assist agencies with the management of the evidence and property, POST developed, published, and distributed to California law enforcement agencies the Law Enforcement Property & Evidence Management Guide. The 4th Edition (2022) of the guide is available for downloading on the POST website at:

POST Property & Evidence Management Guide, 4th Edition

The Evidence and Property section of SPD is staffed as follows:

- One part time CSO (Evidence and Property lead staff)
- One Lieutenant (as the support alternative for the CSO)

The job duties of the part time CSO includes the operating and maintenance of the property/evidence room. POST found this position works approximately 30 hours per week with an estimated 75% of time dedicated to Evidence and Property. This CSO is the principal lead in Evidence and Property while the Lieutenant is in the support role.

EVIDENCE AND PROPERTY AUDITS

SPD policy indicates the supervisor of the evidence custodian (a Patrol Sergeant) shall conduct an inspection of the evidence storage facilities and practices on a monthly basis.

SPD policy indicates an annual audit of evidence shall be conducted by a Lieutenant not routinely or directly connected with evidence control. In practice, the only Lieutenant at SPD is the support person for the Evidence and Property area.

Staff indicated the last audit of the Evidence and Property section occurred in May 2024. Additionally, staff was aware of the POST Law Enforcement Property & Evidence Management Guide and had utilized the document during their annual audit.

TRAINING – EVIDENCE AND PROPERTY PERSONNEL

Both staff members involved in Evidence and Property have attended the basic POST 24-hour Evidence and Property Function Management course as part of their assigned role in this section.

Recommendation 3.6

Consider the creation of a civilian supervisor position to oversee the Evidence and Property function for SPD. A civilian supervisor would provide a separation of Evidence away from the Operational function of the agency and meet the industry standard in this respect.

This could be part of an overall civilian supervisor position added to SPD to oversee Records, Dispatch and Evidence and Property (see recommendation 1.1). This position would be well suited for oversight of each area considering the large number of collateral duties each Dispatcher/Records Specialist is tasked with.

Additionally, this position would afford the opportunity to remove the Lieutenant from the backup position in Evidence and Property and more appropriately provide administrative separation of management.

Recommendation 3.7

Encourage Evidence and Property staff to attend annual training through California Association of Property and Evidence (CAPE), the International Association of Property and Evidence and regional chapter trainings or webinars.

Recommendation 3.8

Create and utilize a written directive addressing the use of a visitor log in the evidence and property storage area to include:

Requiring ANY person (other than assigned evidence/property personnel) entering and departing the evidence/property storage area to sign an established visitor log which identifies the individual, date and time of entry/exit, and purpose for entering the storage area AND ensuring that all visitors be in the immediate physical presence of agency evidence and property personnel while inside the evidence and property area.

CHAPTER 4

INFRASTRUCTURE

During the site visit with POST consultants, the Sonora Police infrastructure and technology were reviewed as part of the organizational review. The Sonora Police station is located in the city's historic center with public access from multiple directions on the street. The facility used by the Sonora Police is a former automotive repair garage built in the 1950's. The Sonora Police Department moved into their current facility in 1995 as a temporary solution to a then outdated and ill-suited station.

The POST review of current SPD facilities found several areas of concern. The following areas and issues were observed as part of the facility review.

SECURITY

[redacted]

[redacted]

Recommendation 4.1

[redacted]

SERVER ROOM

[redacted]

[redacted]

Recommendation 4.2

[redacted]

EVIDENCE PROCESSING AND STORAGE AREA

The area designed for processing and storage of evidence is located in the garage area of the police station. This area is functional but lacks some significant employee safety capabilities. The area designed for the processing of narcotics by officers has no air exchange ventilation system. Furthermore, an appropriate wash station or running water is available for employees in the processing area. While PPE is readily available, any exposure due to the lack of ventilation and a wash station increase the vulnerability of employees being exposed to toxic and dangerous substances.

A cursory tour of the evidence storage area was conducted by POST Consultants during the site visit. The storage area was clean and organized. The refrigerator/freezer evidence units were located inside the storage area. The facility included a power backup generator in case of a power outage. The refrigerator/freezer evidence units did not include an alarm with temperature sensors.

As with other areas of the station, the evidence storage area is susceptible to moisture from rain during inclement weather due to the design, age and function of police station. As such, most items in the evidence storage area are stored on racks off the floor to limit possible exposure to moisture.

Recommendation 4.3

POST encourages SPD to explore mobile or stationary air filtration or exchanges systems available. They are designed to help mitigate exposures to harmful chemicals or narcotics that employees may become exposed during the course of their duties.

Recommendation 4.4

POST recommends obtaining alarms for evidentiary refrigerator and freezer that are in line with industry standards.

Recommendation 4.5

Evidence and Property areas should be fortified from any moisture or other environmental factors that could potentially damage items with evidentiary value.

PERSONNEL FUNCTION

Reasonable accommodations for employees are insufficient. Due to the lack of space in the building only one locker room exists for all employees at SPD. This same locker room also serves as the lactation room for female employees. Female employees do have small lockers available to them in the lone female bathroom. This layout could be a significant deterrent for the recruitment of female officers.

Overall, the SPD facilities does not meet basic minimum industry standards for a modern law enforcement station.

Recommendation 4.6

The police station building is insufficient to address the industry standards for employee requirements. Architectural experts should be consulted to determine the proper course and development of a female appropriate locker area in their current facility.

Recommendation 4.7

SPD and city leaders should prioritize the planning and development of an updated facility that can meet the safety, organizational and structural needs of SPD.

CHAPTER 5

TECHNOLOGY

Despite limited resources and outdated infrastructure, SPD has made recent advancements in technology. Often, small agencies must sustain outdated technology beyond the anticipated life expectancy of computer systems which can hinder their ability to comply with evolving regulations and techniques in law enforcement.

While many areas of technology at SPD meet current standards in law enforcement, this section of the report will focus on the technological areas identified for improvement. The recommendations involving hardware storage in the server room and other infrastructure related technology is discussed in the infrastructure section of this report.

DEPARTMENT CELLPHONES

At the time of the POST Consultant's visit, officers did not have access to department provided cellphones. This poses several issues for the agency.

Industry wide, there is a high frequency of use by officers who utilize cell phones to conduct agency business. Contacting complainants, witnesses and other agency related persons is the standard for officers in modern law enforcement. This ability makes officers more efficient and improves intel gathering opportunities at all levels. When officers do not have access to an agency phone, they generally utilize personal phones to accomplish the same goals. This can cause immediate conflict due to personal information gathering devices (ie, cellphones) becoming available in court proceedings. Additionally, there is the potential exposure officers open themselves up to in terms of protecting their personal information (phone numbers, etc).

Cellphones can also be a tool for law enforcement specific applications and resources that can be utilized by officers in the course of their duties.

Recommendation 5.1

SPD is encouraged to provide cell phones to officers to utilize during their work hours to reduce liability for officers using personal phones for business and increase transparency in terms of public records access.

GPS LOCATORS FOR OFFICERS

SPD dispatch facilities were recently upgraded to a modern level providing good integration between the community, dispatchers and officers. Dispatchers who were interviewed and observed at their workstations by POST Consultants gave positive reviews of the updated hardware and its functionality with dispatcher duties. One omission noted with the new hardware is the inability for dispatchers to identify in real-time the location of any officer.

Recommendation 5.2

POST encourages SPD to explore technology with basic real-time GPS functions to increase officer safety, efficiency and awareness. Potentially, combining the recommendation of agency provided cell phones (recommendation 5.1) could also provide GPS abilities for SPD.

AGENCY WEBSITE

Most law enforcement agencies across California have established public websites as a means of enhancing their service to the community. POST highly encourages this practice to all agencies as websites are often the primary source of information for community members. Ideally, the website should provide the full set of policies used by the agency, provide basic initial services, and be capable of answering common questions community members may frequently ask.

Online reporting systems available to law enforcement agencies today offer several advantages for streamlining operations and improving public services. In addition to minimizing dispatches of officers and reducing operational costs, they also allow citizens to report low level crimes 24 hours a day which can increase convenience for the public. Furthermore, online reporting can improve crime analysis data (Recommendation 2.4) to help provide clarity to crime analysts, police managers and city leaders.

Recently, California passed legislation regarding the destruction of firearms held in agency evidence and making that policy information available on a public website. SB 1019 specifies that destruction of a firearm means destroying the firearm in its entirety by smelting, shredding, crushing, or cutting all parts of the firearm, including any attachments. The bill also requires every law enforcement agency to develop and maintain a written policy regarding the destruction of firearms and shall make that policy available on its internet website. SB 1019 is effective January 1, 2025

The Sonora Police Department website is comprehensive, current, and informative. The home page of the website allows the viewer to learn about the SPD, including the mission and values, different divisions and their function, crime trends, information on joining SPD, frequently asked questions, and the ability to make a civilian complaint.

Recommendation 5.3

SB 1019 specifies that the destruction of a firearm means destroying it in its entirety by smelting, shredding, crushing, or cutting all parts of the firearm, including any attachments. The bill also requires every law enforcement agency to develop and maintain a written policy regarding the destruction of firearms and make that policy available on its website. SB 1019 is effective January 1, 2025.

Recommendation 5.4

POST encourages SPD to explore online reporting capabilities of their existing RMS system and its integration into a potential sworn Investigative position in the agency.

RECORDS CHECK CAPABILITIES IN THE FIELD

The capabilities of law enforcement personnel to complete vehicle, individual or other types of records check on computers in the field is a modern standard of police agencies in California. These capabilities provide rapid informed decision-making ability for officers during a variety of their daily duties in the field. Improved efficiency and increased officer safety are also significantly enhanced by providing critical information to officers in a timely and systematic fashion.

Currently, SPD does not have the capability of conducting these types of records checks in their patrol vehicles even though a laptop computer is part of their vehicle inventory.

Recommendation 5.5

POST suggests exploring the requirements with DOJ and hardware necessities to establish capabilities of conducting records checks of individuals and vehicles in the field by officers.

CONCLUSION

POST would like to thank Chief VanderWiel, Lieutenant Hannula, and the entire Sonora Police Department for their assistance and cooperation in this study. Without question, the Sonora Police Department is staffed with dedicated and committed law enforcement professionals that provide a high level of service to their community.

POST recognizes concepts and suggestions that may be effective for one agency may not be for another. Differences in the needs of communities, demographics and local challenges require agency leaders to tailor approaches to achieve the best outcomes with discussion and community engagement. All recommendations contained in this report are presented as opportunities to the Sonora Police Department to enhance the services provided with the professional standards of law enforcement in California.

The entire leadership and personnel of the Sonora Police Department should be commended for their efforts to be proactive in service and in supporting the citizens of their city.

APPENDIX A

Required coordinator positions as identified by law and/or SPD policy (Chapter 1)	
Crime Victim Liaison	Policy 305.9
Hate Crime Coordinator	Policy 318.3
Reserve Officer Coordinator	Policy 324
Limited English Proficiency Coordinator	Policy 332
ADA Coordinator	Policy 333
Chaplaincy Coordinator	Policy 336.6
Canine Coordinator	Policy 342.4
Gun Violence Restraining Order Coordinator	Policy 345.9
Community Relations Coordinator	Policy 346.4
Racial and Identity Profiling Act (RIPA) Coordinator	Policy 401
FTO Coordinator	Policy 417.6.1
Homeless Liaison	Policy 428
UAS Program Coordinator	Policy 606.4
Military Equipment Coordinator	Policy 706.3
Peer Support Coordinator	Policy 1004
Exposure Control Officer	Policy 1007
Wellness Coordinator	Policy 1031.3

APPENDIX B

Online employee survey

APPENDIX C

References:

- Office of Community Oriented Policing Services, President's Task Force on 21st Century, 2015
- U.S. Department of Justice, Law Enforcement Best Practices: Learned from the Field, 2019
- Wilson, Jeremy M., and Alexander Weiss., 2014. A Performance-Based Approach to Police Staffing and Allocation. Washington, DC: Office of Community Oriented Policing Services

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Stacy Enos-Del Razo, Deputy City Clerk

SUBJECT: Meeting Minutes from December 20, 2024 (Special); January 6, 2025; January 6, 2025 (Special)

RECOMMENDATION:

Approve City Council Meeting Minutes from December 20, 2024 (Special); January 6, 2025; January 6, 2025 (Special).

DISCUSSION / ANALYSIS:

Staff Recommends that the City Council Approve Meeting Minutes from December 20, 2024 (Special); January 6, 2025; January 6, 2025 (Special).

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

December 20, 2024 (Special); January 6, 2025; January 6, 2025 (Special).

CORE COUNCIL PRIORITIES:

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

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

CITY OF SONORA
City Council Special Meeting Minutes
Friday, December 20, 2024
10:30 AM

NOTICE IS HEREBY GIVEN that the Sonora City Council will have a special meeting on December 20, 2024, at 10:30 AM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

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

Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 8:00 am on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370, or via email to tskelly@sonoraca.com.

Public Access Audio and Video Live Streaming

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

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

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

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

Mayor Ann Segerstrom

Vice Mayor Suzanne Cruz

Council Members Bess Levine, Andy Merrill, Stephen Opie

City Administrator Melissa Eads

City Attorney Douglas White

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

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

CALL TO ORDER - 10:30 AM

Called to order at 10:30 AM.

PLEDGE OF ALLEGIANCE

Councilmember Bess Levine led the Pledge of Allegiance.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Vice Mayor Suzanne Cruz
Councilmember Bess Levine
Councilmember Stephen Opie

ABSENT
Councilmember Andy Merrill

PUBLIC COMMENT

A member of the public shared comments on the parade.

NEW BUSINESS

1. Consider Approval of Resolution Number 12-20-2024-A, Authorizing the Closure of State Route 49 (Washington Street) and Certain City Streets for the California Interscholastic Federation (CIF) State Football Championship Parade; Tyler Summersett, Community Development Director.

   Tyler Summersett Community Development Director explained the closure for the parade.

   Superintendent Ed Pelfrey thanked the Council, Staff and Community Members.

   Turu VanderWiel Police Chief recognized and thanked local partners and agencies.

   Motion made by Councilmember Stephen Opie, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Stephen Opie.

2. Consider Approval of Resolution Number 12-20-2024-B, Approving the Memorandum of Understanding ("MOU") Between the Local Agency Formation Commission of the County of Tuolumne ("Commission") and the City of Sonora ("City"). The MOU Allows for the City to Provide LAFCO with Interim Administrative Services Effective January 1, 2025; Doug White, City Attorney, Melissa Eads, City Administrator.

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

Melissa Eads City Administrator requested a five-minute break.

Called back into session at 10:58 AM.

Nubia Goldstein City Attorney gave a detailed explanation about the MOU between LAFCO and the City of Sonora.

The Council discussed with Staff.

A member of the public shared concerns.

Motion made by Vice Mayor Suzanne Cruz, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Vice Mayor Suzanne Cruz, Councilmember Bess Levine, Councilmember Stephen Opie.

ADJOURNMENT

Adjourned at 11:20 AM.

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

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

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

CITY OF SONORA
City Council Regular Meeting
Minutes
Monday, January 06, 2025
5:00 PM

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

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

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

Public Access Audio and Video Live Streaming

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

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

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

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

Mayor Ann Segerstrom

Vice Mayor Suzanne Cruz

Council Members Bess Levine, Andy Merrill, Stephen Opie

City Administrator Melissa Eads

City Attorney Douglas White

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

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

CLOSED SESSION - 3:00 PM

CALL TO ORDER

Called to order at 3:00 PM.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Vice Mayor Suzanne Cruz
Councilmember Bess Levine
Councilmember Andy Merrill

ARRIVING LATE
Councilmember Stephen Opie

PUBLIC COMMENTS

No public comment.

ADJOURN INTO CLOSED SESSION

Adjourned into close session at 3:01 PM.

1. Conference with Legal Counsel – Existing Litigation - Government Code Section 54956.9(d)(1) - Lee Pagni vs. City of Sonora et al. (Superior Court of Tuolumne County; Case No. CV66705); Doug White, City Attorney, Tyler Summersett, Community Development Director.

2. Conference with Labor Negotiators (Government Code § 54957.6): Agency Designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Employee Organizations: Sonora Management Employee Association (SMEA), Sonora Confidential Employee Association (SCEA), Sonora Fire Fighters Association (SFFA), Sonora Police Officers' Association (SPOA), Sonora Employee Association (SEA).

3. Threat to Public Services or Facilities (Gov. Code Section 54957(a)). Consultation with Police Chief Turu VanderWiel.

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RECONVENE INTO OPEN SESSION

OPEN SESSION - 5:00 PM

Called to order at 5:00 PM.

REPORT OUT OF CLOSED SESSION

Mayor Ann Segerstrom reported out on one matter. Direction was given to staff on remaining matters.

PLEDGE OF ALLEGIANCE

Councilmember Bess Levine led the Pledge of Allegiance.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Vice Mayor Suzanne Cruz
Councilmember Bess Levine
Councilmember Andy Merrill
Councilmember Stephen Opie

CITY CLERK'S REPORT ON AGENDA POSTING

The Agenda was posted on Friday, January 3, 2025 at 3:31 PM, for the Regular and Special Meetings.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT (NON-AGENDA ITEMS)

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Duke York addressed the Council on a parking space at St. Patrick's Church.

Lisa Mayo President/CEO Visit Tuolumne County shared with those in attendance January is California Restaurant Month, and they have created a campaign called Snap & Savor; and they have brought back Fuel Your Journey Campaign.

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CONSENT CALENDAR

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

4. Consider Authorization for the Sonora Police Department to Submit a Central Sierra Continuum of Care (CSCOC), Homeless Housing and Prevention (HHAP) Round 5 Application, Authorize the City Administrator to Execute all Documents Relating to the Grant Application, and Direct the Police Chief to Return to City Council with the Application Results to Accept the Award; Turu VanderWiel, Police Chief.

5. Consider Approval of the City Council Meeting Minutes from December 16, 2024; Stacy Enos-Del Razo, Deputy City Clerk.

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

PUBLIC HEARINGS

6. Waive First Reading, Read by Title Only, and Introduce Ordinance No. 900 and No. 901 of the Sonora City Council Amending Sections 9.50.010, 9.50.020, 9.56.020, 9.56.050, 9.56.060, and 9.61.050, Adding Section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, and Adding Chapter 9.80, Shopping Carts, to Title 9 of the Sonora Municipal Code; Douglas White, City Attorney.

   Doug White City Attorney explained the changes to the Municipal Code.

   No public comment.

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

COUNCIL MEMBER REPORTS

Councilmember Stephen attended the Airport Land Use Committee meeting.

Councilmember Bess Levine had nothing to report on Commissions and Committees; attended the Mixer hosted by the Chamber and Visit Tuolumne County.

Councilmember Andy Merrill informed those in attendance Tuolumne County Transportation Council/Tuolumne County Transit Agency (TCTC/TCTA) is close to finding a new Executive Director; attended the Homelessness Committee meeting; and gave an update on Amador Tuolumne County Action Agency (ATCAA).

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Mayor Ann Segerstrom attended the Chamber and Visit Tuolumne County Mixer; the City of Sonora Appreciation Dinner; Special Meeting to authorize the parade; and helped dismantle Christmas Town.

Vice Mayor Suzanne Cruz read to those in attendance her resignation letter.

ADJOURNMENT

Adjourned at 5:28 PM.

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

CITY OF SONORA
City Council Special Meeting Minutes
Monday, January 06, 2025
6:00 PM

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

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

Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 8:00 am 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.

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

Mayor Ann Segerstrom

Vice Mayor - Vacant

Council Members Bess Levine, Andy Merrill, Stephen Opie

City Administrator Melissa Eads

City Attorney Douglas White

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

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

CALL TO ORDER - 6:00 PM

Called to order at 6:00 pm.

PLEDGE OF ALLEGIANCE

Councilmember Andy Merrill led the Pledge of Allegiance.

ROLL CALL

PRESENT
Mayor Ann Segerstrom
Councilmember Bess Levine
Councilmember Andy Merrill
Councilmember Stephen Opie

PUBLIC COMMENT (NON-AGENDA ITEMS)

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A member of the public updated those in attendance on the most recent Sonora Economic Development meeting.

NEW BUSINESS

1. Discussion and Action to Select a Method to Fill a City Council Vacancy Due to the Resignation of Councilmember Suzanne Cruz, and Potential Action on an Immediate Appointment to Fill the Vacancy; Douglas White, City Attorney.

   Doug White City Attorney explained to the Council the different opitons for filling the City Council vacancy.

   Councilmembers discussed the different options.

   Mayor Ann Segerstrom read a statement.

   Several members of the public addressed the Council in their support of Mark Plummer to fill the vacancy.

   Mark Plummer addressed the Council to express his interest in the vacancy on the Council.

   Barbara Dessler addressed the Council on the vacancy and supports an application process.

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Colette Such advocated for an application process.

Fire Chief Aimee New as a Department Head recommended either an appointment or interviews.

Nikki Coleman addressed the Council to express her interest in the vacancy on the Council and supports an application process.

The Matter was brought back to Council for further discussions.

A motion was made to appoint Mark Plummer to fill Suzanne Cruz's position on the City Council.

Motion made by Councilmember Stephen Opie, Seconded by Councilmember Bess Levine. Voting Yea: Mayor Ann Segerstrom, Councilmember Bess Levine, Councilmember Stephen Opie

Voting Nay: Councilmember Merrill

Mayor Ann Segerstrom declared an Emergency to swear in the newest Councilmember. A motion was made to declare an Emergency and add an Emergency Item to the Agenda for the Swearing in of Mark Plummer.

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

Mark Plummer was sworn in by City Clerk Tracy Skelly.

2. Discussion and Appointment of Vice Mayor; Douglas White, City Attorney.

Mayor Ann Segerstrom nominated **Councilmember Andy Merrill** as Vice Mayor.

A member of the public commented on the nomination of the new Vice Mayor.

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

ADJOURNMENT

Adjourned at 7:00 PM.

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CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the Amount of $197,230.59, $193,286.14, $206,107.31 and $219,139.24 for Payroll

RECOMMENDATION:

Consider Approval of Disbursements in the Amount of $197,230.59, $193,286.14, $206,107.31, and $219,139.24 for Payroll, Including Employee Salaries, Employer and Employee Taxes, Retirement Contributions, Miscellaneous Voluntary Employee Deductions, Holiday Pay, and Other Adjustments, Including Retro-Pay.

DISCUSSION / ANALYSIS:

These payrolls were the first (1st) and second (2nd) payrolls of December and January, and were slightly higher than usual due to several factors: the payout of uniform allowances, compensation for lost time by the Police Chief and Police Lieutenant, retention bonuses, and the payout of management leave balances.

These were the 12th, 13th, 14th, and 15th payrolls of 26 for FY24-25, we would have expected to expend 57.69% of the budgeted amount. In total, we have expended 51.13% of the Salaries and Wages for the FY24-25 budget.

FISCAL IMPACT:

Disbursements are part of the approved FY24-25 Budget.

CORE COUNCIL PRIORITIES:

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Consider Acceptance of an Informational Report for December 2024 Accounts Payable Payment Register and Void Report.

RECOMMENDATION:

Consider Acceptance of an Informational Report for December 2024 Accounts Payable Payment Register and Void Report.

BACKGROUND:

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

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

DISCUSSION / ANALYSIS:

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

FISCAL IMPACT:

No fiscal impact will result from this informational report on the December 2024 Accounts Payable Payment Register and Void report. Expenditures are tracking according to budget authority.

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS:

- Accounts Payable Warrants Report

CORE COUNCIL PRIORITIES:

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

City of Sonora

Check/Voucher Register - Check List - Council

From 12/1/2024 Through 12/31/2024

Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202045	12/5/2024	System Generated Check/Voucher	200005	Amazon Business	102.20	Check	No
202046	12/5/2024	System Generated Check/Voucher	200009	Banks Glass	1,243.66	Check	No
202047	12/5/2024	System Generated Check/Voucher	200011	AT&T Calnet 3	360.25	Check	No
202048	12/5/2024	System Generated Check/Voucher	200013	JS West Propane Gas	363.17	Check	No
202049	12/5/2024	System Generated Check/Voucher	200024	Comcast Business	201.47	Check	No
202050	12/5/2024	System Generated Check/Voucher	200028	General Plumbing Supply	299.28	Check	No
202051	12/5/2024	System Generated Check/Voucher	200033	ODP Business Solutions, LLC	102.14	Check	No
202052	12/5/2024	System Generated Check/Voucher	200035	Pacific Gas and Electric	2,414.40	Check	No
202053	12/5/2024	System Generated Check/Voucher	200036	O'Reilly Auto Parts	79.37	Check	No
202054	12/5/2024	System Generated Check/Voucher	200038	Safeguard Pest Control	405.00	Check	No
202055	12/5/2024	System Generated Check/Voucher	200043	Sonora Lumber Company	115.69	Check	No
202056	12/5/2024	System Generated Check/Voucher	200059	Cal.Net Motherlode	54.01	Check	No
202057	12/5/2024	System Generated Check/Voucher	200080	JTM Cleaning Co.	800.00	Check	No
202058	12/5/2024	System Generated Check/Voucher	200084	Hi-Tech Emergency Vehicle Servic...	20,239.76	Check	No
202059	12/5/2024	System Generated Check/Voucher	200088	Waypoint Network Solutions LLC	390.00	Check	No
202060	12/5/2024	System Generated Check/Voucher	200202	Staples	86.37	Check	No
202061	12/5/2024	System Generated Check/Voucher	200263	Hunt & Sons LLC	1,137.29	Check	No
202062	12/5/2024	System Generated Check/Voucher	200283	California Peace Officers' Associat...	135.00	Check	No
202063	12/5/2024	System Generated Check/Voucher	200399	Robert Brennan	825.00	Check	No
202064	12/5/2024	System Generated Check/Voucher	200402	Viking Shred	144.98	Check	No
202065	12/5/2024	System Generated Check/Voucher	200413	CSG Consultants	2,849.17	Check	No
202066	12/5/2024	System Generated Check/Voucher	200429	Sierra Veterinary Care	59.74	Check	No
202067	12/5/2024	System Generated Check/Voucher	200438	Shrader Investigations	4,596.00	Check	No
202068	12/5/2024	System Generated Check/Voucher	200477	Code 3 Technology LLC	9,766.87	Check	No
202069	12/5/2024	System Generated Check/Voucher	200487	Standard Insurance Company	145.00	Check	No
202070	12/5/2024	System Generated Check/Voucher	200530	Dept of Industrial Relations	125.00	Check	No
202071	12/5/2024	System Generated Check/Voucher	200535	Toshiba Financial Services	2,090.48	Check	No
202072	12/5/2024	System Generated Check/Voucher	200640	Diamond Digital Marketing Co.	1,000.00	Check	No
202073	12/5/2024	System Generated Check/Voucher	200677	Russ Bassett Corporation	11,177.24	Check	No
202074	12/5/2024	System Generated Check/Voucher	200692	Vanir Construction Management, I...	7,879.45	Check	No
202075	12/5/2024	System Generated Check/Voucher	200724	Core Psychological Corporation	500.00	Check	No
202076	12/5/2024	System Generated Check/Voucher	200725	CR Ranch, Inc.	307.80	Check	No
202077	12/5/2024	System Generated Check/Voucher	Emp2009	Mike Lagomarsino	128.70	Check	No
202078	12/5/2024	System Generated Check/Voucher	Emp2011	Matthew Lewallen	129.39	Check	No
202079	12/5/2024	System Generated Check/Voucher	Emp2024	Aimee New	35.00	Check	No
202080	12/5/2024	System Generated Check/Voucher	Emp2074	Dominic Bertalotto	0.00	Check	No
202081	12/12/2024	System Generated Check/Voucher	200005	Amazon Business	77.85	Check	No
202082	12/12/2024	System Generated Check/Voucher	200011	AT&T Calnet 3	431.91	Check	No
202083	12/12/2024	System Generated Check/Voucher	200012	Columbia Communications, Inc.	538.38	Check	No
202084	12/12/2024	System Generated Check/Voucher	200013	JS West Propane Gas	1,088.50	Check	No

City of Sonora

Check/Voucher Register - Check List - Council

From 12/1/2024 Through 12/31/2024

Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202085	12/12/2024	System Generated Check/Voucher	200016	Tuolumne County Public Power A...	3,567.18	Check	No
202086	12/12/2024	System Generated Check/Voucher	200018	U.S. Bank Corporate Payment Sy...	11,687.38	Check	No
202087	12/12/2024	System Generated Check/Voucher	200033	ODP Business Solutions, LLC	152.60	Check	No
202088	12/12/2024	System Generated Check/Voucher	200035	Pacific Gas and Electric	7,477.98	Check	No
202089	12/12/2024	System Generated Check/Voucher	200036	O'Reilly Auto Parts	1,169.63	Check	No
202090	12/12/2024	System Generated Check/Voucher	200047	Tuolumne Utilities District	169.38	Check	No
202091	12/12/2024	System Generated Check/Voucher	200055	Keenan Associates	76,003.26	Check	No
202092	12/12/2024	System Generated Check/Voucher	200058	Unum Life Insurance Company of ...	3,594.29	Check	No
202093	12/12/2024	System Generated Check/Voucher	200060	Combined Benefits Administrators	1,525.00	Check	No
202094	12/12/2024	System Generated Check/Voucher	200063	Kellie's Cleaning Service	490.00	Check	No
202095	12/12/2024	System Generated Check/Voucher	200066	Muni Sevices / Avenu	8,610.42	Check	No
202096	12/12/2024	System Generated Check/Voucher	200072	United Site Services	97.93	Check	No
202097	12/12/2024	System Generated Check/Voucher	200074	Vision Service Plan (CA)	814.40	Check	No
202098	12/12/2024	System Generated Check/Voucher	200207	Sonora Police Officers Association	922.90	Check	No
202099	12/12/2024	System Generated Check/Voucher	200209	VALIC	25.00	Check	No
202100	12/12/2024	System Generated Check/Voucher	200210	Operating Engineers #3	288.00	Check	No
202101	12/12/2024	System Generated Check/Voucher	200282	Employee Relations, Inc.	612.69	Check	No
202102	12/12/2024	System Generated Check/Voucher	200325	Cascade Fire Equipment	620.63	Check	No
202103	12/12/2024	System Generated Check/Voucher	200352	Quadient Leasing USA, Inc.	231.20	Check	No
202104	12/12/2024	System Generated Check/Voucher	200423	Bear Electrical Solutions (BES), LLC	4,997.00	Check	No
202105	12/12/2024	System Generated Check/Voucher	200505	Valley Strong Credit Union	1,706.00	Check	No
202106	12/12/2024	System Generated Check/Voucher	200598	Top Dog Police K9 Training & Con...	250.00	Check	No
202107	12/12/2024	System Generated Check/Voucher	200726	G Hedgecock, Inc.	430,757.11	Check	No
202108	12/12/2024	System Generated Check/Voucher	Emp2041	Tracy Skelly	120.20	Check	No
202109	12/12/2024	System Generated Check/Voucher	Emp2060	Peter Doppe	225.00	Check	No
202110	12/16/2024	System Generated Check/Voucher	Emp2020	Thomas Brickley	130.51	Check	No
202111	12/16/2024	System Generated Check/Voucher	Emp2021	Erik Weber	90.00	Check	No
202112	12/16/2024	System Generated Check/Voucher	Emp2027	Mikale Bell	162.45	Check	No
202113	12/16/2024	System Generated Check/Voucher	Emp2042	Rylan Matyshock	146.15	Check	No
202114	12/16/2024	System Generated Check/Voucher	Emp2044	Ronald Watson	149.90	Check	No
202115	12/16/2024	System Generated Check/Voucher	Emp2058	Eric Nygard	151.67	Check	No
202116	12/16/2024	System Generated Check/Voucher	Emp2068	Scott Ryan	90.00	Check	No
202117	12/16/2024	System Generated Check/Voucher	Emp2069	Michael DaRosa	30.00	Check	No
202118	12/16/2024	System Generated Check/Voucher	Emp2070	Shane Theilen	90.00	Check	No
202119	12/16/2024	System Generated Check/Voucher	Emp2074	Dominic Bertalotto	112.62	Check	No
202120	12/16/2024	System Generated Check/Voucher	Emp2075	Rodolfo Figueroa	143.33	Check	No
202121	12/19/2024	System Generated Check/Voucher	200005	Amazon Business	40.21	Check	No
202122	12/19/2024	System Generated Check/Voucher	200010	American Tower	1,505.92	Check	No
202123	12/19/2024	System Generated Check/Voucher	200020	AT&T Mobility (FirstNet)	1,999.63	Check	No
202124	12/19/2024	System Generated Check/Voucher	200020	AT&T Mobility (FirstNet)	90.18	Check	No

City of Sonora

Check/Voucher Register - Check List - Council

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Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202125	12/19/2024	System Generated Check/Voucher	200024	Comcast Business	134.75	Check	No
202126	12/19/2024	System Generated Check/Voucher	200024	Comcast Business	352.51	Check	No
202127	12/19/2024	System Generated Check/Voucher	200024	Comcast Business	1,453.76	Check	No
202128	12/19/2024	System Generated Check/Voucher	200026	Department of Justice	476.00	Check	No
202129	12/19/2024	System Generated Check/Voucher	200032	Mountain Oasis Water	28.75	Check	No
202130	12/19/2024	System Generated Check/Voucher	200035	Pacific Gas and Electric	291.96	Check	No
202131	12/19/2024	System Generated Check/Voucher	200043	Sonora Lumber Company	154.74	Check	No
202132	12/19/2024	System Generated Check/Voucher	200060	Combined Benefits Administrators	148.00	Check	No
202133	12/19/2024	System Generated Check/Voucher	200065	ProClean Supply	39.00	Check	No
202134	12/19/2024	System Generated Check/Voucher	200101	Pine Alley Saw Shop	812.71	Check	No
202135	12/19/2024	System Generated Check/Voucher	200263	Hunt & Sons LLC	1,992.10	Check	No
202136	12/19/2024	System Generated Check/Voucher	200347	Thomson Reuters-West	408.90	Check	No
202137	12/19/2024	System Generated Check/Voucher	200375	Reworld Waste, LLC	858.20	Check	No
202138	12/19/2024	System Generated Check/Voucher	200413	CSG Consultants	17,153.00	Check	No
202139	12/19/2024	System Generated Check/Voucher	200698	Stop Stick	408.19	Check	No
202140	12/19/2024	System Generated Check/Voucher	Emp2074	Dominic Bertalotto	200.00	Check	No
202141	12/26/2024	Employee: HAN02; Pay Date: 12/26/2024	HAN02	Jennifer L. Hannula	6,278.14	Check	No
202142	12/26/2024	Employee: VAN01; Pay Date: 12/26/2024	VAN01	Turu S. VanderWiel	3,618.56	Check	No
202143	12/27/2024	System Generated Check/Voucher	200005	Amazon Business	76.39	Check	No
202144	12/27/2024	System Generated Check/Voucher	200011	AT&T Calnet 3	119.11	Check	No
202145	12/27/2024	System Generated Check/Voucher	200012	Columbia Communications, Inc.	77.22	Check	No
202146	12/27/2024	System Generated Check/Voucher	200013	JS West Propane Gas	1,944.68	Check	No
202147	12/27/2024	System Generated Check/Voucher	200024	Comcast Business	154.70	Check	No
202148	12/27/2024	System Generated Check/Voucher	200024	Comcast Business	15.29	Check	No
202149	12/27/2024	System Generated Check/Voucher	200024	Comcast Business	201.47	Check	No
202150	12/27/2024	System Generated Check/Voucher	200024	Comcast Business	784.13	Check	No
202151	12/27/2024	System Generated Check/Voucher	200035	Pacific Gas and Electric	6,145.37	Check	No
202152	12/27/2024	System Generated Check/Voucher	200036	O'Reilly Auto Parts	155.39	Check	No
202153		TUD Overrun. VOID!			0.00		Yes
202154	12/27/2024	System Generated Check/Voucher	200047	Tuolumne Utilities District	7,358.12	Check	No
202155	12/27/2024	System Generated Check/Voucher	200054	GJF Engineering	2,900.00	Check	No
202156	12/27/2024	System Generated Check/Voucher	200059	Cal.Net Motherlode	54.01	Check	No
202157	12/27/2024	System Generated Check/Voucher	200101	Pine Alley Saw Shop	60.69	Check	No
202158	12/27/2024	System Generated Check/Voucher	200102	George Reed Inc.	368.18	Check	No
202159	12/27/2024	System Generated Check/Voucher	200117	Verizon Wireless	38.01	Check	No
202160	12/27/2024	System Generated Check/Voucher	200207	Sonora Police Officers Association	922.90	Check	No
202161	12/27/2024	System Generated Check/Voucher	200209	VALIC	25.00	Check	No
202162	12/27/2024	System Generated Check/Voucher	200210	Operating Engineers #3	288.00	Check	No
202163	12/27/2024	System Generated Check/Voucher	200263	Hunt & Sons LLC	2,964.12	Check	No
202164	12/27/2024	System Generated Check/Voucher	200327	League of California Cities	50.67	Check	No

City of Sonora

Check/Voucher Register - Check List - Council

From 12/1/2024 Through 12/31/2024

Check Num...	Effective D...	Document Description	ID	Payee	Check Amount	Payment ...	VOID ?
202165	12/27/2024	System Generated Check/Voucher	200347	Thomson Reuters-West	652.50	Check	No
202166	12/27/2024	System Generated Check/Voucher	200413	CSG Consultants	9,391.80	Check	No
202167	12/27/2024	System Generated Check/Voucher	200505	Valley Strong Credit Union	1,706.00	Check	No
202168	12/27/2024	System Generated Check/Voucher	200536	Power Business Technology	1,006.96	Check	No
202169	12/27/2024	System Generated Check/Voucher	200726	G Hedgecock, Inc.	25,355.64	Check	No
202170	12/27/2024	System Generated Check/Voucher	Emp2060	Peter Doppe	450.00	Check	No
ACH071	12/10/2024	System Generated Check/Voucher	200003	Abila	1,479.85	Voucher	No
ACH072	12/10/2024	System Generated Check/Voucher	200608	Enterprise FM Trust	20,050.87	Voucher	No
ACH073	12/27/2024	System Generated Check/Voucher	200003	Abila	1,479.85	Voucher	No
ACH074	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	19,723.08	Voucher	No
ACH075	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	2,979.60	Voucher	No
ACH076	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	13,364.10	Voucher	No
ACH077	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	38.20	Voucher	No
ACH078	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	133.70	Voucher	No
ACH079	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	31.70	Voucher	No
ACH080	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	3,677.20	Voucher	No
ACH081	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	190.20	Voucher	No
ACH082	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	63.40	Voucher	No
ACH083	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	12,146.40	Voucher	No
ACH084	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	45.41	Voucher	No
ACH085	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	2,466.96	Voucher	No
ACH086	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	162.46	Voucher	No
ACH087	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	3,379.62	Voucher	No
ACH088	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	2,339.46	Voucher	No
ACH089	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	227.45	Voucher	No
ACH090	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	12,379.64	Voucher	No
ACH091	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	5,835.50	Voucher	No
ACH092	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	2,996.90	Voucher	No
ACH093	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	117.46	Voucher	No
ACH094	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	2,951.49	Voucher	No
ACH095	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	5,523.72	Voucher	No
ACH096	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	2,566.91	Voucher	No
ACH097	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	487.39	Voucher	No
ACH098	12/27/2024	System Generated Check/Voucher	200004	White Brenner LLP	8,870.45	Voucher	No
ACH099	12/27/2024	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	1,683.95	Voucher	No
ACH100	12/27/2024	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	228.41	Voucher	No
ACH101	12/27/2024	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	291.38	Voucher	No
ACH102	12/27/2024	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	28,849.18	Voucher	No
ACH103	12/27/2024	System Generated Check/Voucher	200600	Dewberry Engineers Inc.	42,716.11	Voucher	No
Report Total					931,026.89		

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider Acceptance of a Monetary Donation of $7,000 from Jeanette and Richard Emery for Maintenance and Improvements to the City's Dragoon Gulch Trail System.

RECOMMENDATION:

Consider Acceptance of a Monetary Donation of $7,000 from Jeanette and Richard Emery for Maintenance and Improvements to the City's Dragoon Gulch Trail System.

BACKGROUND:

The City of Sonora is a political subdivision of the State of California and therefore a qualified donor organization. If a contribution is made to the City it must be exclusively used for a public purpose. Under the Internal Revenue Code Section 170(c)(1), contributions made to the City qualify as a charitable donation.

Jeanette and Richard Emery have graciously donated funds to the Dragoon Gulch Trail for maintenance and improvements.

FISCAL IMPACT:

- The unanticipated funds have been added to the Dragoon Gulch Trail Fund and will be used for maintenance and improvements to the trail system.

ATTACHMENTS:

- Qualified Charitable Donation Letter

CORE COUNCIL PRIORITIES:

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

City of Sonora
"Queen of the Southern Mines"
94 North Washington Street
Sonora, CA 95370
(209)532-4541

Qualified Charitable Donations to the City of Sonora

The City of Sonora is a political subdivision of the State of California and is therefore a qualified donor organization. If a contribution is made it must be used exclusively for public purposes. Under Internal Revenue Code Section 170(c)(1), contributions to the City of Sonora Qualify* as a charitable donation where the benefits to the donor are minimal or incidental.

Any donation of more than $1,000 must be brought to the City Council for approval and acceptance. The City Administrator may only accept or decline any donation after consideration of an immediate or initial expenditure, and consideration of the potential and extent of the City's obligation to maintain, match or supplement the donation. The City Administrator may choose to request City Council consideration of any donation.

Received By
DEC 19 2024
City of Sonora

Date: December 19, 2024

Name of Donor: Jeannette + Richard Emery

Address: 200600 W. Banner; Sonora, CA 95370

Description of Donation: Dragoon Gulch Improvement

Donation Value: $7000

Potential Acquisition or Installation Cost, Ongoing Maintenance Costs:
N/A

Intended Use: Maintenance/Additional Trails—Dragoon Gulch

Conditions of Acceptance: N/A

Accepted By (City): Tyler Summersett

No Gifts or compensation where given in exchange for this donation.

*(While most donations to the City are deductible, any donors should make the appropriate determination with their tax accountant.)

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Douglas L. White, City Attorney

SUBJECT: Waive Second Reading, Read by Title Only, and Adopt Ordinances of the Sonora City Council Amending Sections 9.50.010, 9.50.020, 9.56.020, 9.56.050, 9.56.060, and 9.61.050, Adding Section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, and Adding Chapter 9.80, Shopping Carts, to Title 9 of the Sonora Municipal Code

RECOMMENDATION:

1. Waive Second Reading, Read by Title Only, and Adopt Ordinance No. 900, an Ordinance of the Sonora City Council Amending Sections 9.50.010, Obstruction Of Movement In Public Ways, 9.50.020, Sitting Or Lying Down On Public Sidewalks In Designated Areas Of The City, 9.56.020 Definitions, 9.56.050, Exceptions, 9.56.060, Enforcement, and 9.61.050, Abatement, and Adding Section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, to Title 9, Public Peace, Morals and Welfare of the Sonora Municipal Code.

2. Waive Second Reading, Read by Title Only, and Adopt Ordinance No. 901, an Ordinance of the Sonora City Council adding Chapter 9.80, Shopping Carts, to Title 9, Public Peace, Morals and Welfare of the Sonora Municipal Code.

BACKGROUND:

The City of Sonora ("City") has experienced an increase in individuals sleeping and camping in public, impeding the public's access to and use of public spaces. The City has already adopted multiple ordinances to address sleeping and camping in public places. For instance, the City already prohibits camping in public places under Chapter 9.56, Unlawful Camping. In addition, camping around critical infrastructure is prohibited under Chapter 9.61, Protection Of Critical Infrastructure And Fire Severity Zones. Also, the Sonora Municipal Code permits clean and clear operations and permanent encampment closures under Chapter 9.62, Health and Hygiene.

Due to the *Martin v. City of Boise* ("*Martin*") decision, ordinances that prohibited sleeping or camping in public places were unenforceable against homeless individuals when there was no practical alternative shelter available. However, the United States Supreme Court overturned *Martin* with the *Grants Pass v. Johnson* ("*Grants Pass*") decision issued June 28, 2024. In light of *Grants Pass,* the City now has the ability to enforce existing ordinances that were unenforceable under *Martin.*

The City recently re-examined its Municipal Code in light of the *Grants Pass* decision and determined that amendments were needed to sections 9.50.010, Obstruction Of Movement In Public Ways; 9.50.020, Sitting Or

CITY COUNCIL AGENDA REPORT

CITY HALL

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

Lying Down On Public Sidewalks In Designated Areas Of The City; 9.56.020, Definitions; 9.56.050, Exceptions; 9.56.060, Enforcement; and 9.61.050, Abatement. Also, the City is concerned that public fountains and bathrooms are being used for bathing and washing clothes, activities that go beyond and impede the intended uses for public fountains and bathrooms. The City determined that a section should be added to Chapter 9.04 to address the extent of permissible activities in public fountains and public bathrooms.

In addition, abandoned shopping carts are frequently found in streets, parks, trails, and other rights of way throughout the City, obstructing pedestrian access, interfering with vehicular traffic, and impeding emergency response services. Abandoned shopping carts found in local waterways also create environmental and water flow hazards. The removal of shopping carts from business property creates a public nuisance that is not currently addressed by the City's Municipal Code, nor does the City currently have a mechanism to hold business owners responsible for implementing measures to prevent shopping carts from being removed from their premises.

DISCUSSION / ANALYSIS:

1. Ordinance amending sections 9.50.010, 9.50.020, 9.56.020, 9.56.050, 9.56.060, and 9.61.050 and adding section 9.04.046 to the Sonora Municipal Code

Sections 9.50.010 of the Sonora Municipal Code prohibits individuals from "maliciously" occupying a public way, and section 9.50.020 prohibits individuals from "maliciously" sitting or lying down on public sidewalks in the City's downtown area. "Maliciously" is not defined nor is there any apparent reason why the conduct must be done "maliciously" to be prohibited. The proposed ordinance amends sections 9.50.010 and 9.50.020 to remove the unnecessary "maliciously" requirement.

Section 9.50.020 prohibits individuals from sitting or lying down on public sidewalks, but only in the City's downtown area. To address the widespread problem with individuals impeding the use of public spaces by sitting or lying on any City sidewalk, the proposed ordinance expands section 9.50.020 to include all public sidewalks in the City.

Chapter 9.56, Unlawful Camping, was enacted in 2017 and contains a definition for "camp" or "camping" in section 9.56.020. In 2022, the City enacted Chapter 9.61, Protection Of Critical Infrastructure And Fire Severity Zones, and Chapter 9.62, Health and Hygiene, with more thorough definitions of "camp" and "camping." The proposed ordinance amends the definition of "camp" or "camping" in section 9.56.020 to align with the more thorough definitions in sections 9.61.020 and 9.62.020.

The proposed ordinance amends section 9.56.050 to clarify that the parking restrictions in section 10.08.040 apply to overnight camping in a recreational vehicle parked on a public street. In addition, the proposed ordinance amends the five-day period within which an individual must cease violations in section 9.56.060 to align with the seventy-two-hour period in Chapter 9.61, Protection of Critical Infrastructure, and Chapter 9.62, Health and Hygiene.

Subdivision A of section 9.61.050, Abatement, specifies that any violation of section 9.60.040 may result in abatement. However, section 9.60.040 contains the definitions for Chapter 9.60, Trespass on Private Property Or

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

Business Premises Prohibited, and appears unrelated to Chapter 9.60, Protection Of Critical Infrastructure And Fire Severity Zones. The proposed ordinance amends section 9.61.050 to remove the reference to section 9.60.040 and instead reference section 9.61.040, Prohibited Activities.

The Sonora Municipal Code currently does not address washing clothes or bathing in public fountains and bathrooms. The proposed ordinance adds section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, to restrict individuals from bathing, washing, or otherwise making contact with the water in the City's public decorative fountains. The added section also prohibits individuals from using a drinking fountain or public restroom to wash clothing or any portion of their body beyond their arms, neck, or face.

2. Ordinance adding Chapter 9.80, Shopping Carts, to the Sonora Municipal Code

The proposed ordinance makes it unlawful to remove a marked shopping cart or to be in possession of a marked shopping cart outside of business premises.

The proposed ordinance also imposes the following responsibilities on shopping cart owners:

- Shopping cart ownership identification on all shopping carts.
- Installation of shopping cart removal warning signs.
- Submittal of an abandoned cart prevention plan to the City.

The proposed ordinance contains an exemption for businesses with fifteen (15) or fewer shopping carts. The proposed ordinance also contains an exemption for businesses that install and maintain a security system that causes the wheel of a shopping cart to lock when the shopping cart is moved across a designated perimeter line of the premises parking area, preventing carts from being taken off-site.

The proposed ordinance is consistent with and incorporates state law where the Legislature has determined that statewide regulation is necessary. Chapter 19, Shopping and Laundry Carts, of the California Business and Professions Code outlines unlawful conduct pertaining to shopping carts, the parameters under which cities may impound abandoned shopping carts, and other provisions that have been incorporated into the proposed ordinance.

FISCAL IMPACT:

The City will bear the cost of enforcing the proposed ordinances. However, provisions drafted into the proposed Shopping Carts ordinance authorize the City to impose administrative penalties and recover actual costs from shopping cart owners related to shopping cart impounding.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ENVIRONMENTAL:

The Ordinance is not a "project" under the California Environmental Quality Act since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment.[1]

ATTACHMENTS:

- Ordinance No. 900 Amending sections 9.50.010, 9.50.020, 9.56.020, 9.56.050, 9.56.060, and 9.61.050 and Adding Section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, to the Sonora Municipal Code.
- Ordinance No. 901 Adding Chapter 9.80, Shopping Carts, to the Sonora Municipal Code.

CORE COUNCIL PRIORITIES:

Public Safety and Disaster Preparedness; Homelessness Issues.

[1] Pub. Res. Code, § 21065.

ORDINANCE NO. 900

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA AMENDING SECTIONS 9.50.010, 9.50.020, 9.56.020, 9.56.050, 9.56.060, AND 9.61.050 AND ADDING SECTION 9.04.046 TO TITLE 9, PUBLIC PEACE, MORALS AND WELFARE, OF THE SONORA MUNICIPAL CODE

WHEREAS, the City of Sonora ("City") reviewed Title 9 of the Sonora Municipal Code in light of the Supreme Court overturning the *Martin v. City of Boise* decision that had made ordinances prohibiting sleeping or camping in public places unenforceable against homeless individuals when there was no practical alternative shelter available; and

WHEREAS, the City determined that sections 9.50.010, 9.50.020, 9.56.020, 9.56.050, 9.56.060, and 9.61.050 necessitate amendments; and

WHEREAS, obstruction of sidewalks in the City poses a threat to public health, safety, and welfare by impeding public and emergency services use; and

WHEREAS, sections 9.50.010 and 9.50.020 unnecessarily require that conduct be done "maliciously" to be prohibited; and

WHEREAS, section 9.50.020 only prohibits sitting or lying down on public sidewalks in the downtown area of the City; and

WHEREAS, it is necessary to expand section 9.50.020 to include all areas of the City; and

WHEREAS, Chapter 9.61, Protection of Critical Infrastructure and Fire Severity Zones, and Chapter 9.62, Health and Hygiene, contain matching definitions of "camp" or "camping" that are more thorough than the definitions in Chapter 9.56, Unlawful Camping; and

WHEREAS, to improve the City's ability to address unlawful camping within City limits, it is necessary to amend the definitions of "camp" or "camping" in section 9.56.020 to align with the definitions in Chapter 9.61 and Chapter 9.62; and

WHEREAS, section 9.56.050, Exceptions, should reference the parking regulations in section 10.08.040 that would apply to certain vehicles under section 9.56.050; and

WHEREAS, section 9.56.060, Enforcement, specifies five days for an individual to cease conduct in violation of Chapter 9.56, Unlawful Camping, and this timeframe should be amended to align with the seventy-two-hour abatement timeline in Chapter 9.61, Protection of Critical Infrastructure, and Chapter 9.62, Health and Hygiene; and

WHEREAS, subsection A of section 9.61.050, Abatement, incorrectly states that any violation of section 9.60.040 may result in abatement of the occupant's personal property and should be corrected to instead reference section 9.61.040; and

WHEREAS, to address concerns about public fountains and bathrooms being utilized for purposes outside of their intended use, a new section, section 9.04.046, is being added to place restrictions on bathing and washing in public fountains and restrooms.

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

SECTION 1. Section 9.50.010, Obstruction Of Movement In Public Ways, of Chapter 9.50, Conduct on Public Property, of Title 9, Public Peace, Morals and Welfare, shall be amended to read as follows:

9.50.010 Obstruction Of Movement In Public Ways

No person, after having been notified by a law enforcement officer that he or she is in violation of the prohibition in this section, shall occupy any portion of a public way or public place so as to obstruct or interfere with the flow of pedestrian or vehicular traffic thereon, whether such person does so alone or together with one or more persons, or with equipment or personal property of any nature, and whether such person does so by standing, sitting, lying or in any other manner.

SECTION 2. Section 9.50.020, Sitting Or Lying Down On Public Sidewalks In Designated Areas Of The City, of Chapter 9.50, Conduct on Public Property, of Title 9, Public Peace, Morals and Welfare, shall be amended to read as follows:

9.50.020 Sitting Or Lying Down On Public Sidewalks

No person, after having been notified by a law enforcement officer that he or she is in violation of the prohibition of this section, shall sit or lie down upon a public sidewalk or sidewalk curb, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk in the city.

SECTION 3. Section 9.56.020, Definitions, of Chapter 9.56, Unlawful Camping, of Title 9, Public Peace, Safety, Morals, and Welfare, shall be amended to read as follows:

9.56.020 Definitions

Unless it is apparent from the context that another meaning is intended, the following words, when used in this section, shall have the meanings respectively ascribed to them by this chapter.

"Camp" or "camping" means the placement on public or private property for the purpose of making a living accommodation for one or more nights of tents, tarpaulins, temporary shelters, house trailers, mobile homes, motor vehicles or parts thereof, trailers, cooking facilities, cots, ground covers, bedding, hammocks, backpacks, sleeping bags and other equipment of a similar nature used to live temporarily in the outdoors.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters, trailers, and vehicles.

"Camp paraphernalia" includes, but is not limited to, collapsible shelters, cots, beds, sleeping bags, bed rolls, hammocks, barbeques, open fires, portable stoves, or other cooking equipment not provided or approved by the city.

"Public property" means any publicly owned property in the city, improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; publicly owned, maintained, or operated parks; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned, maintained, or operated open spaces, including, but not limited to, those adjacent to City Hall or other public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public restrooms; and public waterways, creeks, and streams.

"Recreational vehicle" means any of the following:

A. A "travel trailer" is a portable structure built on a frame designed to be used as a temporary dwelling for camping, travel, recreation, and vacation use, as identified by the manufacturer.
B. A "camper" or "camper shell" is a structure designed primarily to be mounted upon a motor vehicle and for use as a temporary dwelling for camping, travel, recreation, and vacation purposes.
C. A "motorized home" or "motorhome" is a portable, self-contained dwelling designed and constructed as an integral part of a self-propelled vehicle.
D. A "tent trailer" is a canvas folding structure mounted on wheels and designed for camping, travel, recreation, and vacation use.

"Vehicle" shall have the same meaning as those terms defined in the California Vehicle Code.

SECTION 4. Section 9.56.050, Exceptions, of Chapter 9.56, Unlawful Camping, of Title 9, Public Peace, Safety, Morals and Welfare, shall be amended to read as follows (unchanged text is omitted and is shown by "* * *"):

Nothing in this chapter shall prohibit:

* * *

D. Overnight camping in a recreational vehicle which is parked on a public street when the occupants of the recreational vehicle are guests of the owners or occupants of an adjacent residential property and:
    1. The recreational vehicle is legally parked directly adjacent to the residential property where the occupants are guests;
    2. The overnight camping in the recreational vehicle at that location shall not extend for a period of more than seven consecutive days without an interruption of at least seven consecutive non-camping days, subject to the parking regulations in section 10.08.040; and
    3. The recreational vehicle is self-contained, free of sewage leaks, and does not require any hook-ups to the adjacent residential property.

* * *

SECTION 5. Subsection B of section 9.56.060, Enforcement, of Chapter 9.56, Unlawful Camping, of Title 9, Public Peace, Safety, Morals, and Welfare, shall be amended to read as follows:

B. Any person violating any provision of this chapter shall be issued a written cease and desist notice. The written notice shall set forth the section or sections that the person is violating. The written notice shall state that the individual has seventy-two (72) hours to cease any and all violations of this chapter from the date the written notice is issued.

SECTION 6. Subdivision A of section 9.61.050, Abatement, of Chapter 9.61, Protection Of Critical Infrastructure And Fire Severity Zones, of Title 9, Public Peace, Morals and Welfare, shall be amended to read as follows:

A. Any violation of Section 9.61.040 may result in abatement of an occupant's personal property after providing them with no less than seventy-two (72) hour written notice that the occupant's camp, camp paraphernalia, or camp facility is located in or on a designated Critical Infrastructure or a Fire Severity Zone.

SECTION 7. Section 9.04.046, Bathing and Washing in Public Fountains or Public Restrooms, shall be added to Chapter 9.04, Offenses Against Public Order, of Title 9, Public Peace, Safety, Morals, and Welfare, to read as follows:

No person shall bathe, wash, or make contact with water in a public decorative fountain. For purposes of this section, "decorative fountain" does not include drinking fountains.

No person shall use any drinking fountain or public restroom to wash clothing or wash any portion of their body other than their arms, neck, or face.

SECTION 8. SEVERABILITY. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof. The City Council of the City of Sonora hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 9. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least within fifteen (15) days after its passage or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least within fifteen (15) days after its passage.

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the 6th day of January 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

_____

Tracy Skelly
City Clerk, City of Sonora

APPROVED:

_____

Ann Segerstrom
Mayor

ORDINANCE NO. 901

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONORA ADDING CHAPTER 9.80, SHOPPING CARTS, TO TITLE 9, PUBLIC PEACE, MORALS AND WELFARE, OF THE SONORA MUNICIPAL CODE

WHEREAS, shopping carts are routinely removed from business premises and left abandoned on public property in the City of Sonora ("City"); and

WHEREAS, the presence of abandoned shopping carts on public property is a public nuisance that contributes to a decline in the quality of life for residents of and visitors to the City; and

WHEREAS, abandoned shopping carts obstruct pedestrian and disabled access, interfere with vehicular traffic, and impede emergency services; and

WHEREAS, the presence of abandoned shopping carts in City waterways and open spaces disrupts natural flow and drainage patterns and contributes to environmental degradation; and

WHEREAS, the City Council desires to implement regulations to require adequate containment measures by shopping cart owners and to make it unlawful to remove a shopping cart from business premises.

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

SECTION 1. Chapter 9.80, Shopping Carts, shall be added to Title 9, Public Peace, Morals and Welfare, of the Sonora Municipal Code as follows:

Chapter 9.80 SHOPPING CARTS

Sections:

9.80.010 Declaration of Purpose
9.80.020 Definitions
9.80.030 Enforcement Authority
9.80.040 Authority to Inspect
9.80.050 Alternate Remedies
9.80.060 Additional Rules and Regulations
9.80.070 Signs on Shopping Carts Required
9.80.080 Removal, Abandonment, Alteration, Possession Prohibited
9.80.090 Penalty
9.80.100 Exceptions
9.80.110 Retrieval of Shopping Carts by City, Authority to Impound
9.80.120 Authority to Impound Without Three-Day Notice to Owner
9.80.130 Posted Notice Required
9.80.140 Abandoned Cart Prevention Plan
9.80.150 Abandoned Cart Prevention Plan Approval
9.80.160 Shopping Cart Retrieval Businesses, Records Required

9.80.170 Sign Required
9.80.180 Violations
9.80.190 Exemption for Businesses with 25 or Fewer Carts

9.80.010 Declaration of Purpose

Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City of Sonora. Wrecked, dismantled and/or abandoned shopping carts on public or private property create conditions that reduce property values, and promote blight and deterioration within the City's neighborhoods. In addition, replacing stolen or damaged shopping carts is costly for businesses, and those costs are passed to consumers through higher prices. The purpose of this chapter is to make the removal of shopping carts from the premises of a business establishment a violation of this Code and provide regulations and procedures for the retrieval of shopping carts consistent with the provisions of section 22435 of the Business and Professions Code of the State of California.

9.80.020 Definitions

For the purpose of this chapter, the following terms are defined as follows:

1. “Abandoned cart prevention plan” means a plan that meets the requirements of section 9.80.140 and has been approved by the City in accordance with section 9.80.150.
2. “Abandoned shopping cart” means any cart removed from a business establishment's premises without written permission of the owner and located on either public or private property.
3. “Business of shopping cart retrieval” means a business that searches for, gathers, and restores possession to the owner, or an agent thereof, for compensation or in expectation of compensation, of shopping carts located outside the premises or parking area of a business establishment.
4. “Owner” means any person or entity within a business establishment who owns, possesses, or has the power to make a shopping cart available to customers. For the purpose of this chapter, “owner” includes, but is not limited to, the store owner, manager, on-site manager, on-duty manager or other designated agent of a business establishment providing shopping carts for customer use.
5. “Parking area” means a parking lot or other property provided by a business establishment for use by a customer for parking an automobile or other vehicle. The parking area of a business establishment located in a multistore complex or shopping center shall include the entire parking area used by the complex or center.
6. “Premises” means the entire area owned, rented, leased, or utilized by a business establishment that provides shopping carts for customer use, including parking areas.
7. “Shopping cart” means a basket which is mounted on wheels, or a similar device generally used in a business establishment by a customer for the purpose of transporting goods of any kind. This includes but is not limited to, laundry, grocery, construction and home improvement, or shopping carts.

9.80.030 Enforcement Authority

The Chief of Police and/or his or her designated agents and designated code enforcement officers shall have the authority and powers necessary to determine whether a violation of this chapter exists and to take appropriate action to gain compliance with the provisions of this chapter and applicable State codes. These powers include the power to issue administrative citations and to inspect public and private property as allowed by State and federal law. It also includes the power to impose civil penalties for any violation of this chapter as provided in Chapters 1.08 and 1.20 of this Code.

9.80.040 Authority to Inspect

The Chief of Police and/or his or her designated agents and designated Code Enforcement Officers are authorized to enter upon any property or premises as allowed by State and federal law to ascertain whether the provisions of this chapter or applicable State codes are being obeyed, and to make any examinations as may be necessary in the performance of their enforcement duties. All inspections, entries, and examinations shall be done in a reasonable manner as allowed by State and federal law. If an owner, tenant, occupant, agent, or other responsible party refuses to grant the City permission to enter or inspect, the City may seek an inspection warrant pursuant to the procedures provided for in the California Code of Civil Procedure.

9.80.050 Alternate Remedies

Nothing in this chapter shall prevent the City from pursuing criminal, civil, administrative, or any other legal remedy to address violations of this chapter.

9.80.060 Additional Rules and Regulations

In addition to the provisions and requirements of this chapter, the City Council may, from time to time, by resolution, establish additional rules and regulations concerning programs, practices, and regulations pertaining to shopping cart retrieval.

9.80.070 Signs on Shopping Carts Required

Every shopping cart owned or provided by a business establishment in the City of Sonora must have a sign permanently affixed to it that contains the following information:

1. Identifies the owner of the shopping cart or the name of the business establishment, or both; and
2. Notifies the public of the procedure to be used for authorized removal of a shopping cart from the establishment's premises; and
3. Notifies the public that the unauthorized removal of a shopping cart from the premises or parking area of a business establishment, or the unauthorized possession of a shopping cart, is a violation of State law; and
4. Notifies the public that the unauthorized removal of the shopping cart from the premises of a business establishment, or the unauthorized possession of a shopping cart is a violation of the local municipal code; and
5. Lists a valid telephone number or address for returning the shopping cart removed from the premises or parking area to the owner or retailer.

9.80.080 Removal, Abandonment, Alteration, Possession Prohibited

It is unlawful to do any of the following acts if a shopping cart has a permanently affixed sign as required by section 9.80.070:

1. To remove a shopping cart from the premises or parking area of a business establishment with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.
2. To be in possession of any shopping cart with serial numbers removed, obliterated, or altered, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.
3. To leave or abandon a shopping cart at a location other than the premises or parking area of the retail establishment with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.
4. To alter, convert, or tamper with a shopping cart, or to remove any part or portion thereof, or to remove, obliterate, or alter serial numbers on a cart, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.
5. To be in possession of any shopping cart while that cart is not located on the premises or parking lot of a business establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

9.80.090 Penalty

Any person who violates any of the provisions of section 9.80.080 is guilty of a misdemeanor, or in the alternative, the City may use the administrative enforcement remedies set forth in Chapters 1.08 and 1.20 of this Code for violations of this section.

9.80.100 Exceptions

Section 9.80.080 shall not apply to any person who has written consent from the owner of the shopping cart authorizing possession or removal of the cart from the business establishment's premises or authorizing any of the acts specified in section 9.80.080.

For all persons authorized by an owner to remove a cart from the premises or parking area of a business establishment, the owner shall issue to such persons an "Authorization Card" in a form approved by the Chief of Police.

9.80.110 Retrieval of Shopping Carts by City, Authority to Impound

A. The City of Sonora may impound a shopping cart when all of the following conditions are satisfied:
    1. The shopping cart has a sign affixed to it as required by section 9.80.070 of this chapter.
    2. The shopping cart is located outside the premises or parking area of a business establishment as defined in section 9.80.020.

3. Except as provided in section 9.80.120, the shopping cart is not retrieved within three business days from the date the owner of the shopping cart, or his or her agent, receives actual notice from the City of the shopping cart's discovery and location.

B. In instances where the location of a shopping cart will impede emergency services, the City is authorized to immediately retrieve the shopping cart from public or private property.

C. Any shopping cart that is impounded by the City pursuant to this section shall be held at a location that is both:

1. Reasonably convenient to the owner of the shopping cart; and

2. Open for business at least six (6) hours of each business day.

D. Any shopping cart not reclaimed from the City within thirty (30) days of receipt of a notice of violation by the owner of the shopping cart may be sold or otherwise disposed of by the City.

E. The City may impose an administrative penalty on the owner of a shopping cart in an amount not to exceed fifty dollars ($50.00) for each occurrence in excess of three (3) during a specified six (6) month period for failure to retrieve shopping carts in accordance with this section. An occurrence includes all shopping carts impounded in accordance with this section in a one-day period.

F. The City is authorized to recover actual costs incurred for impounding a shopping cart under the authority of this section.

9.80.120 Authority to Impound Without Three-Day Notice to Owner

A. Notwithstanding paragraph 3 of subsection A of section 9.80.110 above, the City may impound a shopping cart that otherwise meets the criteria set forth in paragraphs 1 and 2 of subsection A of section 9.80.110 without complying with the three-day advance notice requirement provided that:

1. The owner of the shopping cart, or his or her agent, is provided actual notice within twenty-four (24) hours following the impound and the notice informs the owner, or his or her agent, of the location where the shopping cart may be claimed. For the purposes of this section "actual notice" shall include any of the following noticing methods:

a. Personal delivery of written notice to the "owner" as defined in section 9.80.020;

b. Delivery of written notice by facsimile or e-mail transmission to the "owner" as defined in section 9.80.020;

c. Oral notice by telephone to the "owner" as defined in section 9.80.020, provided the City employee giving the oral notice confirms the giving of such notice by sending a written confirmation by facsimile or e-mail transmission to the person to whom oral notice was given within twenty-four (24) hours of giving such oral notice.

2. Any shopping cart so impounded shall be held at a location in compliance with subsection C of section 9.80.110 above.

3. Any shopping cart reclaimed by the owner, or his or her agent, within three (3) business days following the date of actual notice shall be released and surrendered to the owner or agent at no charge whatsoever, including the waiver of any impound and storage fees or fines that would otherwise be applicable pursuant to subsections E and F of section 9.80.110. Any cart

reclaimed within the three-business day period shall not be deemed an occurrence for purposes of subsection E of section 9.80.110.

4. Any shopping cart not reclaimed by the owner, or his or her agent, within three (3) business days following the date of actual notice shall be subject to any applicable fee or penalty imposed pursuant to subsections E and F of section 9.80.110 commencing on the fourth business day following the date of the notice.

5. Any shopping cart not reclaimed by the owner, or his or her agent, within 30 days of receipt following the date of actual notice may be sold or disposed of as provided for in subsection D of section 9.80.110.

9.80.130 Posted Notice Required

There shall be posted by the owner, prominently and conspicuously, at all public entrances and exits to the business, a notice in substantially the following form:

> REMOVAL OF SHOPPING CARTS (or Laundry Carts, or other types of carts, if applicable) IS PROHIBITED BY LAW AND SHALL SUBJECT THE VIOLATOR TO A MINIMUM FINE OF $100.00.

9.80.140 Abandoned Cart Prevention Plan

Every owner who allows or intends to allow the use of carts outside a building or enclosed area of a business shall develop, implement, and comply with an abandoned cart prevention plan.

A. The plan must include, at a minimum, the following information:

1. The name of the business, address and phone number of the premises where the business is conducted, and the address and phone number of the cart owner, if different;

2. A procedure for providing notification to customers that removal of carts from the premises is prohibited and a violation of State and local law in addition to the notice required under sections 9.80.070 and 9.80.130. This notice may be provided in the form of flyers, warnings on shopping bags, or any form of written notification that will effectively notify customers of the prohibition; and

3. A procedure for the retrieval of abandoned carts by its employees, or proof that the owner has entered into a contract for cart retrieval services that has been approved by the Sonora Code Enforcement Unit.

B. If the City impounds more than five (5) carts from the same owner after the owner implements an abandoned cart prevention plan, the owner must amend the abandoned cart prevention plan within thirty (30) days to add a description of the physical measures that the owner will implement to prevent the removal of carts from the premises. Physical measures may include but are not limited to: devices on carts that prevent their removal from the premises; posting of a designated employee or security guard to deter and stop customers from removing carts from the premises; or prohibiting carts outside the building of the business unless accompanied by an employee. If an owner installs and maintains a security system that causes the wheel of a shopping cart to lock when the shopping cart is moved across a designated perimeter line of the premises parking area, the owner may avail itself to the exemption in section 9.80.200.

C. Two or more businesses may collaborate and submit a single plan.

9.80.150 Abandoned Cart Prevention Plan Approval

A. Each owner shall submit a proposed abandoned cart prevention plan to the Sonora Code Enforcement Unit within sixty (60) days of the effective date of this chapter, and by July 1 of each year thereafter. Proposed businesses shall have an approved abandoned cart prevention plan prior to commencing business. After initial submission and approval of an abandoned cart prevention plan, an owner submitting the same plan to comply with the requirement of submitting a plan by July 1 of each subsequent year, may do so by submitting a letter of intent stating that the owner is submitting the plan currently in operation.

B. The Sonora Code Enforcement Unit shall approve or reject the proposed abandoned cart prevention plan within thirty (30) days of the plan's submission. The Sonora Code Enforcement Unit may deny a plan based upon any of the following grounds:

1. The implementation of the plan violates any provision of the building, zoning, health, safety, fire, police, or other provision of this Code or any County, State, or federal law which substantially affects public health, welfare, or safety;

2. The plan fails to include all of the information required by this chapter;

3. The plan is insufficient or inadequate to prevent the removal of carts from the premises;

4. The plan fails to address any special or unique conditions due to the geographical location of the premises as they relate to cart retention and prevention efforts;

5. Implementation of the plan violates a term or condition of a plan or other requirement of this chapter; and/or

6. The owner knowingly makes a false statement of fact or omits a fact required to be revealed in an application for the plan, or in any amendment or report or other information required to be made.

C. The Sonora Code Enforcement Unit will provide owners with an approved form for an abandoned cart prevention plan for use by owners. A plan which is in substantial compliance with the approved form will be approved by the Sonora Code Enforcement Unit, unless special or unique conditions exist due to the geographical location of the premises as they relate to cart retention and prevention efforts. The approved form may be amended administratively from time to time should the Sonora Code Enforcement Unit determine that the provisions of the approved form fail to adequately address cart removal problems. For those business establishments using an approved form, the amendments shall be effective within thirty (30) days after written notice of the amendment(s) is given to the owner.

D. If the plan is rejected as incomplete or inadequate, the Sonora Code Enforcement Unit shall indicate areas that are incomplete or inadequate, and the owner shall have an additional 30 days within which to resubmit a complete and adequate plan. The Sonora Code Enforcement Unit shall approve or reject the resubmitted plan within thirty (30) days of the date of resubmission of the plan.

E. Once approved, the measures included in the plan shall be implemented no later than thirty (30) days after the plan's approval. If an owner is proposing new measures, the measures from the approved plan in the previous year shall be continued until the new measures are implemented.

F. Any owner that fails to submit a plan, implement the plan measures, or implement any required modifications to the plan within the time frames specified in this chapter shall be required to keep all carts inside the building or enclosed areas of the business.

G. Any owner who is required to but fails to keep all carts inside the building or enclosed area of the premises in violation of subsection F above, shall be subject to an administrative civil penalty in accordance with the administrative enforcement remedies set forth in Chapters 1.08 and 1.20 of this Code.

H. The decision of the Code Enforcement Unit to deny a plan may be appealed pursuant to Chapter 1.24 of the Sonora Municipal Code.

I. Even though approved, a plan may be reevaluated at any time by the Sonora Code Enforcement Unit if operation of the plan demonstrates the plan's insufficiency or inadequacy in preventing the removal of carts from the premises.

9.80.160 Shopping Cart Retrieval Businesses, Records Required

Any person who engages in the business of shopping cart retrieval shall retain records showing written authorization from the shopping cart owner, or any agent thereof, to retrieve the cart or carts and to be in possession of the cart or carts retrieved. A copy of the record showing written authorization shall be maintained in each vehicle used for shopping cart retrieval.

9.80.170 Sign Required

Each vehicle employed for the retrieval of shopping carts shall display a sign that clearly identifies the retrieval service.

9.80.180 Violations

Any person who violates the provisions of this chapter is guilty of a misdemeanor. In addition, the City may use the administrative enforcement remedies set forth in Chapters 1.08 and 1.20 of this Code for violations of this chapter.

9.80.190 Exemption for Businesses with 15 or Fewer Carts

The provisions of section 9.80.140 and 9.80.150 of this chapter relating to abandoned cart prevention plans and their approval shall not be applicable to owners or businesses who maintain 15 or fewer shopping carts, unless the Chief of Police determines that shopping carts from such owner or business are being routinely abandoned at locations off the site of the business. In such case, the owner or business shall be given written notice that it is necessary to comply with the provisions of this chapter, and compliance must be accomplished within sixty (60) days from the date of such notice.

9.80.200 Exemption for Businesses with Cart Removal Prevention Devices

The provisions of section 9.80.140 and 9.80.150 of this chapter relating to abandoned cart prevention plans and their approval shall not be applicable to owners or businesses who install and maintain a security system that causes the wheel of a shopping cart to lock when the shopping cart is moved across a designated perimeter line of the premises parking area, preventing carts from being taken off-site.

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

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

This Ordinance was introduced at a regular meeting of the City Council of the City of Sonora, held on the 6th day of January 2025, and given its first reading at said meeting. Said Ordinance was given a second reading at a regular meeting of the City Council held on ___ day of ____, 2025, and after such reading, Councilmember _____, who moved its adoption, seconded by Councilmember ____, said Ordinance was thereupon adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

_____

Tracy Skelly
City Clerk, City of Sonora

APPROVED:

_____

Ann Segerstrom
Mayor

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, City Clerk

SUBJECT: Ratify the Mayor's Proclamation Honoring Councilmember Suzanne Cruz

RECOMMENDATION:

Ratify the Mayor's Proclamation Honoring Councilmember Suzanne Cruz.

DISCUSSION / ANALYSIS:

It is with great honor and appreciation that we recognize the distinguished service and dedication of Suzanne Cruz to the City of Sonora.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

Proclamation

CORE COUNCIL PRIORITIES:

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

CITY COUNCIL OF THE CITY OF SONORA
PROCLAMATION HONORING
COUNCILMEMBER SUZANNE CRUZ

Whereas, it is with great honor and appreciation that we recognize the distinguished service and unwavering dedication of Suzanne Cruz to the City of Sonora; and

Whereas, Suzanne Cruz has served with distinction as a dedicated public servant, representing the values and aspirations of the community with unwavering commitment and integrity; and

Whereas, throughout her term as Vice Mayor and Councilmember, our City has experienced progress, and prosperity, with initiatives aimed at enhancing the quality of life for all residents, fostering economic development, and preserving the unique character and heritage of our City; and

Whereas, Suzanne Cruz demonstrated exceptional dedication to public safety, infrastructure, and the long-term sustainability of our city, most notably through her successful advocacy and leadership in the passage of Measure Y—an important sales tax measure designed to secure funding for essential fire, police, and infrastructure projects; and

Whereas, Suzanne Cruz made the difficult decision to step down from her position early due to pressing family and professional obligations, demonstrating her deep sense of responsibility to her loved ones while acknowledging the importance of work-life balance; and

Whereas, the City has greatly benefited from Suzanne Cruz's vision, leadership, and service, and she will always be remembered for her tireless advocacy on behalf of our residents and her dedication to making the City of Sonora a safer, stronger, and more vibrant community;

Now, Therefore, I, Ann Segerstrom, on behalf of the Sonora City Council, do hereby proclaim our heartfelt appreciation to Suzanne Cruz for her exemplary service and significant contributions to our City. We extend our deepest gratitude for her leadership, her unwavering commitment to the public good, and the lasting positive impact she has made on our community.

Furthermore, we wish her every success in her future endeavors and offer our best wishes as she embarks on the next chapter of her life.

In witness thereof, I, Ann Segerstrom, Mayor, hereby set my hand and cause the seal of the City of Sonora to be affixed this 9th day of January 2025.

Signed _____ Attest _____

Ann Segerstrom, Mayor

Tracy Skelly, City Clerk

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Consider Adoption of Resolution No. 02-03-2025-A Rescinding the Emergency Recruitment Incentive Plan for the Sonora Police Department, and Returning to the Original Hiring Incentives Passed by Council on July 3rd, 2023.

RECOMMENDATION:

Consider Adoption of Resolution No. 02-03-2025-A Rescinding the City's Emergency Recruitment Incentive Plans Effective February 3, 2025, and Returning to the Original Hiring Incentives Passed by Council on July 3rd, 2023.

BACKGROUND:

The Recruitment Incentive Plans were originally established by the City Council on July 3rd, 2023, and the amount of the incentive increased on December 18, 2023, due to an emergent need to assist the Police Department in attracting and retaining qualified candidates. Now that the department has been successful in its recruitment, and has filled all the budgeted sworn positions, it is the recommendation of staff to return to the original plan offered by the City, as attached.

DISCUSSION / ANALYSIS:

The City has successfully achieved its recruitment goals and the Police Department sworn positions are currently fully staffed, eliminating the immediate need for the Emergency Recruitment Incentive Plan.

The discontinuation of the Emergency Recruitment Incentive Plan reflects the Police Department's fully staffed sworn position status and allows for a shift in focus to maintaining competitive compensation and other strategies to ensure staff retention, i.e. a funded Police Officer Wellness Program. These achievements were made possible by the passage of Measure Y, the sales tax measure passed by voters in 2022, which has provided the necessary funding to support competitive wages and critical programs throughout the City.

Importantly, this action will not impact employees currently receiving annual incentive or retention bonuses, as these obligations will be honored in full according to the terms of the original agreements.

Should staffing challenges occur in the future, the City retains the flexibility to reinstate or modify the Recruitment Incentive Plans to address recruitment needs.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

This action also aligns with the City's commitment to fiscal responsibility, ensuring unneeded funds allocated to the program can be redirected to other priorities.

FISCAL IMPACT:

The discontinuation of the Emergency Recruitment Incentive Plan will result in cost savings by reducing expenditures tied to recruitment incentives. However, all obligations for employees currently receiving retention bonuses will continue as planned. The remaining savings will depend on the number of employees receiving incentives and the scope of prior commitments, but overall, this change is expected to have a positive financial impact.

ATTACHMENTS:

- Resolution No. 02-03-2025-A to Rescind the Emergency Recruitment and Incentive Plan.
- The Active Recruitment Incentive Plan.

CORE COUNCIL PRIORITIES:

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

RESOLUTION No. 02-03-2025-A A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA RESCINDING THE CITY'S EMERGENCY RECRUITMENT, PASSED BY COUNCIL ON DECEMBER 18th, 2023, AND RETURNING TO THE ORIGINAL PLAN, EFFECTIVE FEBRUARY 3RD, 2025.

WHEREAS, the City Council previously established an Emergency Recruitment Incentive Plan, including higher sign-on bonuses; and

WHEREAS, the City Council has reviewed the effectiveness, financial impact, and continued necessity of the Emergency Recruitment Incentive Plan; and

WHEREAS, the City has successfully achieved its recruitment goals and the Police Department sworn positions are fully staffed for the first time in twenty+ years; and

WHEREAS, after evaluation, the City Council has determined that discontinuing the Emergency Recruitment Incentive Plan is in the best interest of the City due to budgetary considerations, evolving hiring needs, and/or the availability of alternative recruitment strategies; and

WHEREAS, the City Council desires to formally rescind the Emergency Recruitment Incentive Plan pass by Council on December 18, 2023, and return to the original incentives offered by the City, effective immediately;

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

1. The Recruitment Incentive Plan, as previously established by City Council action on December 18, 2023, is hereby rescinded in its entirety and replaced by the original plan pass by Council on July 3rd, 2023, effective February 3rd, 2025.

2. **All existing obligations for annual retention bonuses or sign-on bonuses shall continue to be honored** in accordance with the original agreements under which they were granted.

3. The City Council reserves the right to **reassess and modify** recruitment incentives in the future if staffing needs change and financial resources allow.

PASSED, APPROVED AND ADOPTED as a Resolution by the Sonora City Council at a meeting held by the City Council on the 3rd day of February 2025, by the following vote:

AYES:_____

NOES:_____

ABSTAIN:_____

ABSENT:_____

_____
Ann Segerstrom, Mayor

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

EXHIBIT A

City of Sonora

Police Department

Sign-On Bonus Hiring Incentive

Hiring Incentive for Regular Full-Time Positions
New employees hired into this classification will be eligible for the following hiring incentives.

Military Hiring Incentive $5,000 - Anyone who has served in any branch of the United States Military and received an Honorable or General Discharge as denoted on the DD214. ($2,500 at POST Graduation (For Entry Level) or Signing (Laterals) + $2,500 after Completion of Probation (Recruits) or 1 Year (Laterals.)

Police Officer Recruit - Entry Level/Academy Eligible

Paid on 1st Check after POST Academy Graduation	$	3,000
Completion of Probation and meets expectations on evaluation	$	3,000
Upon Completion of 3 years and meets expectations on evaluation	$	3,000
Upon Completion of 4 years and meets expectations on evaluation	$	4,000
Upon Completion of 5 years and meets expectations on evaluation	$	5,000
Grand Total	$	18,000

Police Officer - Lateral

Paid on 1st Check	$	4,000
Upon Completion of 1 years and meets expectations on evaluation	$	5,000
Upon Completion of 2 years and meets expectations on evaluation	$	5,000
Upon Completion of 3 years and meets expectations on evaluation	$	5,000
Upon Completion of 4 years and meets expectations on evaluation	$	5,000
Grand Total	$	24,000

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: January 27, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: Consider Approval of an Agreement with Przybyla Advisors to Support Economic Development Goals and Activities in the City of Sonora.

RECOMMENDATION:

Consider Approval of an Agreement with Przybyla Advisors to Support Economic Development Goals and Activities in the City of Sonora.

BACKGROUND:

The City completed an Organizational Review and Budget Stabilization Study in 2023. This plan included a Five-Year Strategic and Implementation Plan that outlined a number of priorities for the City across various sectors and responsibility areas. Identified tasks within the document were prioritized as well.

Numerous strategies fell into the category of Economic Development. The Council was also willing to put funding behind these initiatives, up to $50,000 in the 2024-2025 budget

Staff issued a Request for Qualifications (RFQ) seeking proposals to do the work in Fall 2024. Two (2) proposals were received.

1. Mother Lode Job Training
2. Przybyla Advisors

A committee of four (4) individuals reviewed and ranked the proposals.
The proposal from Pryzbyla Advisors was the top ranked submittal and is being moved forward with a staff recommendation for execution.

DISCUSSION / ANALYSIS:

The agreement for consideration is a one-year term, with two additional one-year extensions as options. Much of the City's operating budget is born by commercial activity in the City; so, supporting, enhancing and growing the City tax base is critical to delivering the services that our residents have come to expect.

CITY COUNCIL AGENDA REPORT

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The scope of work (SOW) for this contract is attached, with various activities being spread throughout a potential 3-year term. For clarity, the proposed agreement will utilize the $50,000 budget in year one, requiring new investments in 2026 and 2027 for the City Council to consider.

Included here for easy reference are some of the possible SOW items-

Year One Activities: (including but not limited to)

Three Year Strategic Plan for Economic Development
Vacant Properties Index
Welcome to Sonora Package
Locals First Ordinance
Identify Grant Funding Opportunities
Submittal of at Least One Grant (Dome Property—CDBG)
Parking Signage Plan Implementation
City Beautification Award Program

Year Two Activities:

Strategic Growth Plan-Annexation, Incorporate into General Plan
Cannabis Distribution Ordinance
Business Attraction/Expansion/Retention Activities
Submittal of at Least One Grant
Grant Management (if awarded)

Year Three Activities:

Economic Development Element—General Plan
Grant Management
Business Recruitment

FISCAL IMPACT:

City Council previously approved $50,000 for this contract. This investment yields roughly 400 hours of work from Przybyla Advisors at a cost of $125 per hour. This funding also includes some reimbursement for print and production costs, so the actual number of hours may be less than the 400 already identified.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS:

1. Agreement (with Scope of Work)
2. Przybyla Advisors Proposal

CORE COUNCIL PRIORITIES:

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

City of Sonora
94 N. Washington Street
Sonora, CA 95370
(209) 532-4541
sonoraca.com

This Professional Services Agreement ("Agreement") is made and entered into as of the 4th day of February**,** 2025, by and between the **CITY OF SONORA,** a California municipal corporation ("City") and Przybyla Advisors, a sole proprietor ("Consultant"). City and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties." There are no other parties to this Agreement.

RECITALS:

A. City seeks to hire an independent contractor to complete an economic development plan for the City (the "Project").

B. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to render professional services as set forth in this Agreement.

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

AGREEMENT

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 34 of this Agreement, Section 1 through 34 shall prevail.

2. Scope of Services.
Consultant shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

3. Term. The term of this Agreement shall be one (1) year and will commence on the execution of this Agreement and terminate on February 4th, 2026 ("Term") unless the Term is extended by the City in writing or the Agreement is terminated earlier pursuant to this Agreement.

4. Extension of Agreement. City may elect to extend this Agreement for two additional one (1) year terms, on the same terms and conditions, upon issuing written notice to Professional thirty (30) days prior to the expiration of this Agreement.

4. Compensation. Compensation to be paid to Consultant shall be no more than **$50,000,** including any reimbursable expenditures. In no event shall Consultant's compensation exceed $50,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant shall be paid a rate of $125 per hour. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

6. Reimbursable Expenditures. City shall pay Consultant for reimbursable expenses such as printed materials for meetings, public outreach, task deliverables, and other items incurred related to Professional's performance of the Services. Such reimbursable costs shall be invoiced and billed to City with the monthly billings, provided that in no event shall reimbursable expenses exceed one thousand Dollars ($1000) per month.

7. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City. City may, by written order, authorize Extra Work by modifications to the Services described in Exhibit A. If such modifications cause an increase in the cost or time required for performance of Consultant's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant. The Services shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, or such other terms or conditions mutually agreed upon by the Parties. Except as specified above, Consultant shall not be compensated for work outside the Services described in this Agreement.

8. Termination. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Consultant ("Termination"). In the event City shall give such notice of termination, Consultant shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Consultant shall deliver copies of all Products (defined below) prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before Consultant commences any Services hereunder, City shall not be obligated to make any payment to Consultant. If City terminates this Agreement after Consultant has commenced performance under this Agreement, City shall pay Consultant the reasonable value of the Services rendered by Consultant pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services. Consultant shall furnish to City such financial information that is necessary to determine the reasonable value of the Services rendered by Consultant prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Consultant after the date of the notice of termination.

(d) Notwithstanding this Section, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Consultant.

9. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Consultant did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Consultant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Consultant.

City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement.

10. Ownership of Documents. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Consultant or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Consultant or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Consultant may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Consultant agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Consultant's Services hereunder. Consultant shall have no ownership interest in such Products.

All work product of Consultant under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form.

Upon the conclusion of the Term or in the event of Termination, Consultant agrees, at its expense and in a timely manner, to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

11. Consultant's Books and Records.

a. Consultant and subconsultants, shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and subconsultants, shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

12. Independent Contractor. At all times during the Term, Consultant shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required under this Agreement. Consultant shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Consultant. City shall have the right to control Consultant only insofar as the result of Consultant’s Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

13. Interest of Consultant. Consultant represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel.

14. Professional Ability of Consultant. City has relied upon Consultant's representations about the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to City.

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

16. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

17. Indemnity. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable in whole to the sole negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

18. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall certify in writing that Consultant shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and if Consultant should become subject to the workers' compensation provisions of section 3700 of the Labor Code, Consultant shall immediately comply with those provisions and obtain Workers' Compensation Insurance and Employer's Liability Insurance as required above.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute to it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the Term of this Agreement.

20. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by prepaid, first-class mail shall be deemed to have been given and received forty-eight (48) hours after the letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

If to City: City of Sonora
94 N Washington Street
Sonora CA 95370
Attention: Melissa Eads, City Administrator

Courtesy copy to: White Brenner LLP
1608 T Street
Sacramento, CA 95811
Attn: Douglas White

If to Consultant: Przybyla Advisors
914 Highlands View Dr
Sonora, CA 95370
Coleprzy@gmail.com
209.679.4963
Attention: Cole Przybyla

21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

22. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City attorney.

23. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

24. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace

any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement. Any dispute shall be submitted to mediation as a condition precedent to initiating formal litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age, or any other protected category. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant

shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

32. Confidentiality. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Consultant may be directed or advised by the City's attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Consultant may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Consultant shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

33. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Consultant.

34. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Tuolumne.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

By: _____
Melissa Eads
City Administrator

ATTEST:

_____

Tracy Skelly, City Clerk

PRZYBYLA ADVISORS

By: _____
Cole Przybyla

APPROVED AS TO FORM:

_____

Douglas White, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Work Plan
Approach, Methods, and Procedures:

The proposed approach for the City of Sonora's economic development initiative is designed to guide the planning process from initial scoping and data collection to the implementation of a comprehensive, actionable plan. The framework is segmented into six key components that represent a strategic, phased approach, ensuring that every aspect of the City's economic goals is addressed and in alignment with stakeholder input.

This approach is more than just a plan; it is a dynamic process that will evolve through continuous collaboration with the City, local businesses, and community members. The six components represent distinct phases of work, beginning with a thorough planning phase and culminating in long-term implementation and ongoing evaluation. Each phase builds upon the previous one, ensuring that the final City of Sonora Economic Development Plan is grounded in data, shaped by public input, and designed for sustainable success.

By progressing through these components, Consultant will ensure that all desired services are integrated and that new opportunities are identified through joint scoping sessions. This process will ultimately result in a tailored economic development strategy that reflects Sonora's unique strengths and aspirations.

Proposed Six-Component Planning Approach

Data Gathering & Analysis:

- Kickoff Meetings: The Project will commence with a series of in-person and hybrid scoping meetings in January 2025, engaging a broad spectrum of stakeholders, including City officials, local businesses, community advocacy groups, government entities, and utility providers. These discussions will serve to gather insights into the community’s economic needs and establish a collaborative approach for the Project. These sessions will ensure that all stakeholder perspectives are accounted for and lay the groundwork for targeted and meaningful economic initiatives.

- Stakeholder Interviews & Surveys: Engaging directly with local businesses, community leaders, and residents will be central to Consultant’s approach. Consultant will prioritize qualitative data collection through interviews and surveys, focusing on key issues like the labor market, business mix, workforce needs, and opportunities for growth. This process will inform the development of tailored strategies and ensure that community-specific challenges are addressed.

- Market and Demographic Analysis: By leveraging local demographic, workforce, and economic data, Consultant will assess Sonora’s economic potential. This includes a thorough review of workforce alignment, the local real estate market, and

opportunities for both commercial and industrial growth. A dedicated analysis of vacant properties will be conducted to inform a comprehensive Vacant Properties Database aimed at attracting new businesses and expanding existing ones.

Assessment & Development of Business Incentive Programs:

- Review of Current Incentives: Consultant will perform a detailed review of existing business incentive programs, assessing their effectiveness and identifying gaps or opportunities for enhancement. This includes evaluating any financial incentives, tax relief programs, or other efforts aimed at supporting local economic growth.

- Incentive Recommendations: Based on Consultant's findings, Consultant will recommend and design new or improved incentive programs, including the potential introduction of a "Use Local First" program. This program would encourage businesses and residents to prioritize local vendors and services, further bolstering Sonora's economy.

- Financial Feasibility Analysis: To ensure the sustainability and impact of these programs, Consultant will conduct cost-benefit analyses to validate the return on investment for the City. These analyses will help to ensure that the incentive programs remain fiscally responsible while driving meaningful economic development.

Marketing and Public Engagement:

- Marketing Collateral Development: Consultant will develop professional marketing tools, including the creation of a "Welcome to Sonora" package. This will provide businesses with essential resources for setting up in the City, such as information on business licensing, tenant improvements, design review processes, and signage approval. Additionally, Consultant will devise targeted digital and public relations strategies to promote Sonora as a vibrant economic hub for new and expanding businesses.

- City Beautification & Public Art Initiatives: To enhance the aesthetic appeal and economic vitality of the downtown area, Consultant will coordinate public art, signage, and landscaping projects as part of a larger city beautification campaign. Consultant's team will collaborate with stakeholders on the Vision Sonora initiative to create inviting public spaces that reflect the City's rich heritage while promoting business and tourism.

Legislative and Policy Review:

- Ordinance and Code Review: Consultant will examine and recommend updates to the City's municipal codes and ordinances with a focus on streamlining the business licensing, permitting, and zoning processes.

- Legislative Monitoring: Consultant will also monitor state and federal legislation relevant to economic development, ensuring the City remains compliant and can capitalize on new

opportunities. This includes evaluating policies for accessing grants, incentives, or infrastructure improvements that could further bolster Sonora's economic potential.

Grant Funding Identification and Management:

- Grant Research and Application: Consultant will actively seek out grant opportunities to support the City's economic development initiatives, including funding for infrastructure, public art, and business incentive programs. Additionally, Consultant can consider how Consultant can draft, submit, and manage these grant applications to maximize Sonora's access to external funding.

Key Performance Indicators (KPIs) Development & Ongoing Evaluation:

- Performance Metrics: KPIs will be established to measure the success of the implemented programs, such as tracking the number of new business openings, vacancy rate reductions, community engagement levels, and overall economic growth. These metrics will provide the City with ongoing insights into the effectiveness of its development strategies.

- Plan Evaluation and Adjustments: The economic development plan will be continuously monitored, with regular evaluations to measure progress against KPIs. Based on these evaluations, adjustments will be made to ensure the City's long-term economic sustainability and adaptability to changing market conditions.

Year One Activities: (including but not limited to)**

Three Year Strategic Plan for Economic Development
Vacant Properties Index
Welcome to Sonora Package
Locals First Ordinance
Identify Grant Funding Opportunities
Submittal of at Least One Grant (Dome Property—CDBG)
Parking Signage Plan Implementation
City Beautification Award Program

Year Two Activities:

Strategic Growth Plan-Annexation, Incorporate into General Plan
Cannabis Distribution Ordinance
Business Attraction/Expansion/Retention Activities
Submittal of at Least One Grant
Grant Management (if awarded)

Year Three Activities:

Economic Development Element—General Plan
Grant Management
Business Recruitment

**** City Reserves the right, in consultation with consultant to move activities within projected years of delivery (or add/delete strategies as necessary)**

Request for Qualifications

City of Sonora Economic Development Coordinator Response

September 30, 2024

ISSUED BY
PRZYBYLA ADVISORS

REPRESENTATIVE
Cole Przybyla
coleprzy@gmail.com
209-679-4963

[redacted]

Cover Letter

April 30, 2024

RE: City of Sonora Economic Development Coordinate Services Proposal

Dear Mr. Summersett and City of Sonora,

I am pleased to submit the attached proposal on behalf of Przybyla Advisors for the City of Sonora Economic Development Coordinator services. As a long-time city resident and advocate for this community, I am deeply committed to supporting the City in advancing its economic development goals. I believe that my expertise and experience in driving regional economic growth, combined with a thorough understanding of Sonora's unique opportunities we can be well-positioned to help shape the City's future.

Przybyla Advisors is dedicated to providing innovative, data-driven strategies to enhance the City's economic landscape. With my experience as the Economic Development Director at Tuolumne County from 2019-2022, I successfully oversaw transformative projects that have boosted the local economy, attracted substantial investments, and improved community relations. My leadership resulted in a $450 million surge in regional economic development investments within those two years, largely due to multiple comprehensive strategic planning and effective stakeholder engagements. These efforts were supported by key initiatives like the County Economic Development Action Plan and the Natural Resources Biomass Outreach Plan.

In addition to my leadership at Przybyla Advisors, I have cultivated an understanding of local, state, and federal organizations, which will be valuable in addressing Sonora's economic needs. Our approach will be centred on aligning with the City's objectives of fostering business growth, enhancing community engagement, and nurturing existing resources.

I am excited about the opportunity to collaborate with the City of Sonora and utilize proven strategies to support the community's desired economic development.Should you have any questions or require further information, please feel free to contact me directly at coleprzy@gmail.com or at 209-679-4963.

Thank you for the consideration.

Sincerely,

Cole Przybyla
Przybyla Advisors

Statement of Methods and Procedures

Understanding of the Scope of Work

After reviewing the City's stated goals and proposed services, I have identified key areas to streamline and enhance the overall economic development approach. I have reorganized the services into targeted focus areas with the aim of addressing Sonora's specific challenges and opportunities while maximizing efficiency and impact.

The core focus areas include:

1. **Business Attraction and Development**: Emphasizing programs and incentives for attracting new businesses, expanding existing enterprises, and improving the overall business climate.
2. **Community Engagement & Public Relations**: Developing communication strategies, marketing campaigns, and public engagement programs to ensure local businesses, prospective business investors, and residents are active participants in the City's growth.
3. **Data-Driven Planning & Policy**: Conducting rigorous market research and policy analysis to support decision-making, from developing ordinances to monitoring legislative changes.
4. **Grant Acquisition & Financial Sustainability**: Identifying grant funding opportunities and creating fiscally responsible programs that promote long-term growth without over-reliance on City resources.
5. **Beautification & Infrastructure Enhancement**: Initiatives aimed at improving Sonora's physical environment, including downtown beautification, public art, and parking solutions to create a more vibrant and inviting space for businesses and visitors.

While I have organized services into these strategic buckets, the intention would be to incorporate all of the City's desired services, such as the development of a Vacant Property Database and the creation of a "Welcome to Sonora" package for new businesses, alongside additional recommendations that emerge during joint scoping

sessions. These sessions will allow us to collaborate with City officials and community stakeholders to ensure our approach fully aligns with Sonora's priorities and is responsive to evolving needs.

By integrating the City's predefined services and new strategies identified through collaborative discussions, Przybyla Advisors will ensure a comprehensive and adaptable approach, meeting Sonora's current and future economic development goals.

Work Plan

Approach, Methods, and Procedures:

The proposed approach for the City of Sonora's economic development initiative is designed to guide the planning process from initial scoping and data collection to the implementation of a comprehensive, actionable plan. The framework is segmented into six key components that represent a strategic, phased approach, ensuring that every aspect of the City's economic goals is addressed and in alignment with stakeholder input.

This approach is more than just a plan; it is a dynamic process that will evolve through continuous collaboration with the City, local businesses, and community members. The six components represent distinct phases of work, beginning with a thorough planning phase and culminating in long-term implementation and ongoing evaluation. Each phase builds upon the previous one, ensuring that the final City of Sonora Economic Development Plan is grounded in data, shaped by public input, and designed for sustainable success.

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- Stakeholder Interviews & Surveys: Engaging directly with local businesses, community leaders, and residents will be central to our approach. We will prioritize qualitative data collection through interviews and surveys, focusing on key issues like the labor market, business mix, workforce needs, and opportunities for growth. This process will inform the development of tailored strategies and ensure that community-specific challenges are addressed.
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capitalize on new opportunities. This includes evaluating policies for accessing grants, incentives, or infrastructure improvements that could further bolster Sonora's economic potential.

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- Performance Metrics: KPIs will be established to measure the success of the implemented programs, such as tracking the number of new business openings, vacancy rate reductions, community engagement levels, and overall economic growth. These metrics will provide the City with ongoing insights into the effectiveness of its development strategies.
- Plan Evaluation and Adjustments: The economic development plan will be continuously monitored, with regular evaluations to measure progress against KPIs. Based on these evaluations, adjustments will be made to ensure the City's long-term economic sustainability and adaptability to changing market conditions.

Breakdown of Steps and Services:

Planning (November 1, 2024 - January 29, 2025):

- Initial data collection and scoping meetings with City officials, businesses, and key stakeholders.
- Comprehensive development of a City asset inventory, labor market analysis, and evaluation of current business incentive programs.

City of Sonora Plan Development (February 3, 2025 - February 28, 2025):

- Drafting of the **Economic Development Action Plan** to incorporate all six planning components to set a path forward for implementing a long-term City of Sonora strategy.
- Presentation of the draft plan to City officials for review and feedback.

Final Plan Submission (March 3, 2025 - March 31, 2025):

- Finalization of the plan, incorporating feedback from the City and the public.
- Presentation of the final plan to the City Council, preparing for full-scale implementation.

Plan Implementation (April 1, 2025 - November 1, 2025):

- Execution of key initiatives such as business incentive programs, marketing efforts, and city beautification projects.
- Continuous coordination with stakeholders is needed to ensure smooth implementation and tracking of progress.

Ongoing (November 1, 2024 - November 1, 2025):

- Ongoing community engagement, monitoring legislative impacts, and managing grant applications.
- Continuous tracking of KPIs, with adjustments made as necessary to optimize program outcomes and ensure long-term success.

This phased and structured approach ensures that all components of the City's economic development vision are met, with room for flexibility and adaptation as we move through the planning and implementation stages.

Proposed Project and Meeting Schedule

Project Schedule

Task	Description	Estimated Start Date	Estimated End Date
1	Planning	November 1, 2024	January 29, 2025
2	City of Sonora Plan Development	February 3, 2025	February 28, 2025
4	Final Plan	March 3, 2025	March 31, 2025
5	Plan Implementation	April 1, 2025	November 1, 2025
6	Ongoing	November 1, 2024	November 1, 2025

Proposed Meeting Calendar

Meetings	Format	Date
Project Kickoff Meeting	In-Person	November 2024
Public Scoping Meeting	Hybrid	December 2024
Government & Utility Entities Scoping Meeting	Hybrid	December 2024
Economic Development & Business Stakeholders Scoping Meeting	Hybrid	December 2024
Plan Public Comment Meeting	In-Person	March 2025
Draft Plan Meeting at City of Sonora Council	In-Person	March 2025
Ongoing Meetings – As determined per Task to advance efforts	In-Person / Virtual	Ongoing

References

Reference 1

Contract Period:
July 2019 – April 2022

Contact:
Tracie Riggs, County Administrator, Tuolumne County

Relevance:
Collaboration on economic development and broadband projects as the Director of Innovation and Business Assistance for Tuolumne County.

Work Executed:
Oversaw several high-impact projects, including securing over $2,000,000 in grants, attracting over $450 million in private capital investment, and executing contracts for public-private partnership initiatives.

Outcomes of Our Work:
Successfully transformed the department into a community-driven, positively regarded entity. The initiatives supported business attraction, job creation (over 300 jobs), and significant capital investment, improving the county's economic landscape.

Reference 2

Contract Period:
February 2020 – April 2022

Contact:
Barbara Hayes, Chief Economic Development Director, RCRC
bhayes@rcrcnet.org

Relevance:
Led the Central Sierra Broadband Utility Zone project, coordinating across a five-county region.

Work Executed:
Secured a $500,000 no-match grant from the Economic Development Administration for broadband development. Facilitated the Central Sierra Broadband Roadmap, creating a cross-jurisdictional approach to broadband deployment.

Outcomes of Our Work:
Successfully advocated for major broadband infrastructure projects, leading to significant improvements in regional broadband access and economic potential.

Reference 3

Contract Period:
January 2015 - July 2019

Contact:
Ron Kopf, President, Tuolumne County Business Council

Relevance:
Lead and proposed key business advocacy for 50+ business membership of largest Tuolumne County employers.

Work Executed:
Business advocate for the prosperity and success for all businesses in Tuolumne County. Tuolumne County Business Council seeks to ensure that all businesses have the opportunity to thrive in the Sierra Nevada region.

Outcomes of Our Work:
Successfully advocated and delivered educational opportunities with local and state officials on legislative impacts to future business opportunities.

Budget

The planned timeline for delivery is 12 months to reflect RFP requirements. Pricing is reflective of the level of effort expected during that timeframe. This approach, to both pricing and timeline, can be altered based on further discussion with City of Sonora depending on additional requirements and is based on a consultant hourly rate of $125.

Task	Description	Cost
1	Planning Initiation & Scoping	$3,500
3	Background Research & Survey Outreach	$5,000
2	City of Sonora Plan Development	$7,500
5	Plan Implementation	$21,500
6	Ongoing Outreach	$12,500
	Total	**$50,000**

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Tracy Skelly, City Clerk

SUBJECT: City Committees and Community/Government Committees Appointment

RECOMMENDATION:

Consider Approval of the Updated Mayor's Appointments to City Committees and Community/Government Committees.

BACKGROUND:

On January 6, 2025, Vice Mayor Suzanne Cruz submitted her resignation resulting in the vacancy of several key Committee and Commission appointments. To ensure the continuity of representation and governance, these appointments must be reassigned to other Councilmembers.

Council Members represent the City on regional boards and organizations, act as liaisons to City Council advisory committees, and represent the City Council on community organizations, and Council subcommittees.

The mayor makes the appointments with confirmation from a majority of the Council Members.

If no official appointment is made, a temporary appointment shall be made to any City Committees and Community/Government Committees that require a quorum.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

Councilmember Committee/Commission Appointments

CORE COUNCIL PRIORITIES:

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

Committee Name - 1 Member, 1 Alternate	COMMITTEE SCOPE/TASKS	DATES AND TIMES	Segerstrom	~~Cruz~~ - Plummer	Levine	Merrill	Onie
Amador-Tuolumne County Community Action Agency/Head Start	To help individuals in Amador and Tuolumne Counties toward self–sufficiency. To support local residents in becoming involved and contributing members of our community. To promote family and other supportive environments so that children, youth, and elderscan achieve their maximum potential, and to form partnerships and coalitions within the community to meet these needs.	Second Friday Every Other Month 10:30am-12:30pm	~~X - Alt~~	X - Alt		X	
Cable 8 - Access Tuolumne	Tuolumne County Community Cable Access (TCCCA), was created to facilitate public access to the local cable television service.	Fourth Thursday 3:00pm-4:00pm	X-Alt	X			
California League of Cities	The League of California Cities is an association of cities within the state of California, founded in 1898. Most of the state's 482 cities are represented in the league. The League advocates for cities at the state capitol, including proper distribution of state taxes to the cities.	Mar, June, Sept, Dec Second Tuesday	X	~~X - Alt~~		X - Alt	
Central Sierra Economic Development	CSEDD partners with MLJT and local economic development offices to bring workforce and economic development assistance to businesses and residents throughout the Mother Lode Region.	Feb, May, Aug, Nov Third Thursday 9:30am-11:00am	X		X - Alt		
Fire Safe Council	The Tuolumne Fire Safe Council is a grassroots nonprofit organization that works to reduce wildfire hazard and the devastating effects of wildfires in the north Tuolumne County community. The mission of the Tuolumne Fire Safe Council is to save lives and protect property through wildfire preparedness, prevention, and education.	Fourth Tuesday 9:00am				X	X - Alt
Integrated Regional Water Management (IRWM) JPA & Water Advisory Committee	The purpose of the IRWMP is to develop a water resources management strategy for the region. The plan, when completed, will include a priority list of projects to improve water supply reliability, water quality and the environment in the Tuolumne and Stanislaus region.	Third Wednesday 9:30 am - 11:00 am	X - Alt				X
Local Agency Formation Commission (LAFCO) [2 members, 1 alternate]	The purpose of LAFCO is to discourage urban sprawl, preserve open space and prime agricultural lands, promote the efficient provision of government services, and encourage the orderly formation and development of local agencies based upon local conditions and circumstances.	Second Monday 4:00pm	X	X		X - Alt	
Sierra Conservation Center – Citizens Advisory Committee		Second Wednesday 8:00am					
Solid Waste	The Solid Waste Committee is to serve the Board by reviewing, commenting on and recommending new and/or modifications to existing policy related to the Solid Waste collection, management and disposal systems within the County.	Second Wednesday 1:00pm-3:00pm	X - Alt			X	
Tuolumne County Chamber – Governmental Affairs	Our Chamber of Commerce manages an aggressive government affairs advocacy program combining research, government relations and communications. Through your Board of Directors and Government Affairs Council, our Chamber has forged key relationships with elected officials and leaders of government agencies on the local, regional and state level.	First Monday 11am	X		X - Alt		
Tuolumne County Transportation Council (TCTC) [2 members, 1 alternate]	TCTC regularly decides how to prioritize and program monies for the State Transportation Improvement Program (STIP), and federal funding programs. In addition, the TCTC serves both the Board and the Sonora City Council by reviewing, commenting on and recommending or adopting new and/or modifications to existing policy related to the public transportation system, the Regional Transportation Plan(RTP); State legislative policy relative to Trans- portation; Traffic Mitigation Fee program; the State Highway Oper- ations and Preservation Program (SHOPP); and various Transpor- tation Planning policies that affect the County and the City of Sonora.	Second Wednesday 3:00pm-5:00pm		X		X	X - Alt

Committee Name - 1 Member, 1 Alternate	COMMITTEE SCOPE/TASKS	DATES AND TIMES	Segerstrom	~~Cruz~~ - Plummer	Levine	Merrill	Onie
Natural Resources Advisory Committee	Ensure adequate water supplies to meet the diverse needs of a healthy and economically viable community. Such water supply needs include but are not limited to: domestic consumption; fire protection; economic development; base industries.	First Wednesday 10:00am	X - Alt	X	~~X~~		
Tuolumne County Airport Land Use Commission (ALUC) Mayor Appointed Citizens	Responsible for reviewing airport and adjacent land use proposals on and near two general aviation airports in Tuolumne County, Columbia Airport and Pine Mountain Lake Airport.	First Thursday 6:00 pm	~~X - Alt~~	X			X-Alt
Visitor's Bureau - Board Meetings	Promote and market Tuolumne County as a tourist destination; Promote the benefits of tourism as an industry; Provide visitor services; Act as a liaison between the tourism industry and governmental agencies; Coordinate with other agencies and organizations in the promotion of travel related industries throughout the county; and encourage and assist in the preservation of historical landmarks and preserve tourist attractions.	July, Sept, Nov, Jan - Third Thursday 1:00pm	Per Ann, Do we need a Rep for this? VTC has separate contract, maybe concentrate on those programs.	X - Alt	X		
Visitor's Bureau - Marketing Meetings		June, Aug, Oct - Third Thursday 1:00pm - No meeting in Dec		X - Alt	X		
Yes Council	The YES Partnership is a community-wide coalition dedicated to supporting Tuolumne County youth and families by preventing suicide, substance, and child abuse.	Second Thursday 3:30pm-5:00pm			X - Alt		X
Commission on Homelessness	The Tuolumne County Board of Supervisors identified Community Family and Health as their second priority in 2021, and the second objective is to Address Emergency Needs in Homeless Communities and Collaborate with Public and Private Partnerships to Combat Homelessness.	Regular Meeting Second Thursday 9:00am Standing Housing Meeting Third Thursday 1:00pm			X - Alt	X	
City of Sonora Committees - All Require 2 Members							
Community Development	Housing, Technology, Opera Hall, Planning, CDBG related matters.	As needed			X		X
Energy Action	On March 5th, 2018, the City of Sonora accepted the Energy Action Plan (EAP) as the City's roadmap for expanding energy-efficiency, renewable-energy, and the cost- savings that accompany these efforts.	As needed	X			X	
Finance	All finance and budget related matters.	As needed	X	~~X~~		X	
Parking & Traffic Commission [1 alternate]	The Parking and Traffic Commission's duties are to investigate ways and means of improving parking and traffic conditions throughout the city.	As needed	X			X - Alt	X
Parks, Recreation, & Beautification	Parks, trees, recreation, and beautification matters.	As needed	~~X - Alt~~	X - Alt	X	X	
Personnel	All personnel and negotiation matters.	As needed	X	~~X~~		X	
Public Safety	Law Enforcement, Fire, Parking, Signage, and Traffic related matters.	As needed		~~X~~		X	X
Public Works	Streets, sidewalks, storm drainage, cemeteries, city facilities, and capital improvements.	As needed	X			X - Alt	X
Vision Sonora	Vision Sonora Plan implementation, funding, project, and design review.	As needed		X	X		
Board Member Assignments							
Member (M)			9	~~7~~ 6	6	~~7~~ 10	6
Alternate (A)			~~6~~ 5	~~4~~ 4	4	~~3~~ 4	3
Total Committee Assignments			14	10	10	14	9

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Chris Gorsky, Administrative Services Director

SUBJECT: Administrative Services Department Report for November 2024

RECOMMENDATION:

Receive the Administrative Services Department Report for November 2024 (FY24/25)

DISCUSSION / ANALYSIS:



Administrative Services

The Administrative Services Department provides a wide range of comprehensive support services which include: accounting, finance administration and reporting, budgeting, audit, compliance, treasury management, payroll, human resources, recruitments, accounts receivable, local tax collection, accounts payable, procurements, business license management, risk management, information technology for the City.

Monthly Report to the City Council

November '24 (FY24/25)

Highlights of General Fund Revenues:

	Current Period	YTD	FY24/25 Budget	% of Budget
Property Tax	$ 99,542	$ 125,082	$ 992,400	12.6%
Sales Tax	$ 356,109	$ 1,270,344	$3,552,000	35.8%
Measure Y	$ 392,377	$ 1,750,205	$4,300,000	40.7%
Transient Occupancy Tax	$ 24,716	$ 236,719	$ 608,000	38.9%
Cannibis Public Benefit Fees	$ 53,968	$ 280,485	$ 700,000	40.1%
Building & Encroachment Permits	$ 7,412	$ 75,664	$ 101,000	74.9%
Business Licenses	$ 101,955	$ 106,536	$ 129,900	82.0%

Highlights of General Fund Expenditures:

	Current Period	YTD	FY24/25 Budget	% of Budget
Salaries and Benefits	$ 726,722	$ 3,071,364	$8,307,600	37.0%
Operating Expenditures	$ 689,981	$ 1,979,501	$4,073,150	48.6%
Capital Improvement Projects	$ 433,540	$ 433,540	$1,380,000	31.4%
Transfers	$ -	$ 1,046,255	$1,072,000	97.6%

	A/P	YTD	H/R	YTD
Total Number of Checks/DD Processed:	89	624	137	531

Business License Activity:	Current Month Zone A	Current Month Zone B	YTD Zone A	YTD Zone B
Licenses Issued	2	4	8	82

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Economic Development/Growth and General Plan, Staffing - Salary, Benefits, Training, and Retention

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Summersett, Community Development Director

SUBJECT: City of Sonora Community Development Department Update December 2024

RECOMMENDATION:

Receive the City of Sonora Community Development Department Monthly Report for December 2024.

BACKGROUND:

See previous months reports

DISCUSSION / ANALYSIS:

The following activities were undertaken by the Community Development Department:

DAILY ACTIVITIES

- Answer Phones
- Staff Office hours
- Issue Permits
- Conduct Inspections

SPECIAL EVENT PERMITS

Special Event Permits for the following Community Events:

- Woods Creek Little League (Woods Creek Baseball Field, Mon-Sat use)
- Sun Poppy Market (Courthouse Park with surrounding street closures)—2nd Saturdays, April - October
- Community Arts Expo (Coffill Park), 2nd Saturdays, April - October

FARMERS MARKET

- Planning for Farmers Market 2025 is underway. City Council approved the closure of Stewart Street as part of a demonstration project to grow the market and enhance the downtown area. This will allow for additional participants in the farmers market, both farmers, artisans and community organizations.

CITY COUNCIL AGENDA REPORT

CITY HALL

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

- A few new items will also be purchased, including a Market Info pop up, additional hand truck and hopefully an ice machine.

LINOBERG STREET

- Business owners and neighbors have been contacted regarding the proposed changes for Linoberg/Stewart. A survey is also underway to help collect information about the perceptions both before and after the demonstration project changes are made.
- Investigated street trees/planters/mosaic/cross walk improvement

CODE ENFORCEMENT

- Our code enforcement officer has worked limited days over the holiday period.
- One long standing code case is being resolved on Jackson Street which is a huge win for the neighborhood and city resources.
- Abandoned vehicles and sign permitting have been a focus for our code enforcement officer.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MANAGEMENT

- Preparation of final submittal to CDBG for reimbursement of equipment for two (2) fire trucks.
- Preparation of a Request for Qualifications to recruit a consultant to help the City win CDBG and HOME grant dollars.

CALOES PROJECT

- Draft plans for the new storage structure have been received. Bid documents are being prepared. It is anticipated that this project goes out to bid in February-March, with an anticipated project delivery prior to July 2025.

PER CAPITA (STATE PARKS) GRANT

- Pickleball court was revised to enlarge the court. The project did not meet the recommended minimums. There was a conflict between the pickleball court and the basketball hoop and striping. For this reason, recognizing the growing popularity of pickleball, the basketball hoop and striping are being removed.

STOCKTON-WASHINGTON CORRIDOR PROJECT

- Staff is submitting final paperwork for the project and pursuing reimbursements for project expenditures.

CITY COUNCIL AGENDA REPORT

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ORDINANCE UPDATE(S)

- The draft Sidewalk Ordinance with modifications will assist the City in managing dining, music and vending on City property. There will be public review at a downtown business focused meeting sponsored by the Sonora Chamber on February 11th at 5:30pm at the Sonora Taproom. This will be an opportunity for businesses to give input on suggested changes to the Sidewalk Ordinance.

PLANNING COMMISSION

- Due to a conflict between the Local Area Formation Commission (LAFCO) meetings and Planning Commission meetings—both meeting on the second Monday of the month, the Planning Commission voted at their January 13th meeting to move their meetings to the 4th Monday of every month. The Bylaws will be brought back to reflect this change.
- The next Planning Commission meeting is scheduled for February 24th 2025.

USE PERMIT

- N/A

HOUSING ELEMENT

- The revised Housing Element was re-submitted to Housing and Community Development (HCD-State). The revised document is on the City website, and required a 7 day public review period which was from December 30, 2024 – January 8, 2025.

CALAVERAS STREET PARKING

- Working with owner to develop a timeline for construction of the approved parking lots at this location. Parking lots are within the City right of way.

ENCROACHMENT PERMITS (Caltrans)

- N/A

FISCAL IMPACT:

No Fiscal impacts to the General Fund.

CORE COUNCIL PRIORITIES:

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

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: January 21, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Aimee New, Fire Chief

SUBJECT: Fire Department - Monthly Report for December 2024.

RECOMMENDATION:

Receive the Fire Department Monthly Report for December 2024.

DISCUSSION / ANALYSIS:

Receive the Fire Department Monthly Report for December 2024

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

ATTACHMENTS:

N/A

CORE COUNCIL PRIORITIES:

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

1. City of Sonora Fire Department responded to 190 calls for service in December 2024.
2. Sonora City units responded to emergency calls as follows:

111 - Building fire	3
112 - Fires in structure other than in a building	1
114 - Chimney or flue fire, confined to chimney or flue	1
121 - Fire in mobile home used as fixed residence	1
131 - Passenger vehicle fire	1
321 - EMS call, excluding vehicle accident with injury	119
322 - Motor vehicle accident with injuries	4

CITY COUNCIL AGENDA REPORT

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

324 - Motor vehicle accident with no injuries.	3
353 - Removal of victim(s) from stalled elevator	1
400 - Hazardous condition, other	1
412 - Gas leak (natural gas or LPG)	3
442 - Overheated motor	1
444 - Power line down	3
462 - Aircraft standby	1
500 - Service Call, other	1
511 - Lock-out	3
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	1
553 - Public service	8
554 - Assist invalid	8
561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	17
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	1
652 - Steam, vapor, fog or dust thought to be smoke	1
730 - System malfunction, other	2
745 - Alarm system activation, no fire - unintentional	1
Total	**190**

3. Monthly dollar loss in the City, resulting from fire: 0
4. The average response time during the month: 4:28
5. Automatic or mutual aid given: 62

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Turu VanderWiel, Chief of Police

SUBJECT: Sonora Police Department Monthly Report December 2024

RECOMMENDATION:

Receive the City of Sonora Police Department Monthly Report for December 2024.

BACKGROUND:

Each month, the Sonora Police Department reports on general police activity for the previous month. This list is not all-inclusive and is guided by the interests of the City Council. The reporting format allows for a comparison of activity with the prior month and with the same period during the previous year.

The City is divided into two areas of responsibility, each monitored by our two Police Sergeants. The Sergeants monitor their assigned areas and proactively apply problem-solving community policing principles to address a range of issues, from property crime trends to public nuisance concerns, all with the goal of enhancing public safety.

Most categories in our report reflect criminal case investigation reporting, providing a comprehensive view of our law enforcement efforts. However, it's important to note that these categories primarily indicate the number of criminal cases investigated rather than the actual number of incidents occurring in the City. Select categories, such as Larceny and Homeless Activity, have dual reporting numbers, reflecting the number of reported occurrences and the number of criminal case investigations. Similarly, the Total Phone Calls / 911 Calls category reflects the number of 911 calls included in the total number of incoming calls to the Sonora Police Department in a given month, offering a more nuanced understanding of our emergency response.

DISCUSSION / ANALYSIS:

The chart below summarizes activities for December 2024.

Activity	December 2024	November 2024	December 2023
Total Incidents	1,150	1,031	1,068
Calls for Service	760	730	669

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

Officer Initiated	390	301	399
Total Arrests	43	44	36
Felony Arrests	11	2	5
Misd. Arrests	32	42	31
Total Reports	103	124	104
Parking Citations	25	24	12
Moving Citations	18	13	10
Domestic Violence	5	3	7
Larceny Inc./Inv.	30/13	9/----	35/----
Total Collisions/Inv.	4/20	27/9	32/----
Homeless Activity/Case Reports	104/27	122/30	113/18
Animal Calls	26	25	32
Public Intox and UID	11	10	9
DUI Arrests	2	2	2
Total Phone Calls / 911 Calls	1,695/336	1,877/306	1,918/301
Average Per Day	55	62	62
Vehicle Releases	4	5	2

FISCAL IMPACT:

There is no Fiscal Impact to the General Fund.

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

ATTACHMENTS (3):

Crimes by Area Report

Area 1 Supervisor Report

Area 2 Supervisor Report

CORE COUNCIL PRIORITIES:

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

December 2024 - Crimes by Area

AREA 1 REPORTS:

Violent Crimes:

1 – Felony Assault Causing Great Bodily Injury (including felony battery resulting in serious injury, misdemeanor battery, and public intoxication)
3 – Misdemeanor Violation of a Domestic Violence Restraining Order (one with felony dissuading a victim/witness to testifying)
1 – Misdemeanor Domestic Battery (with misdemeanor delaying/obstructing an officer)
1 - Misdemeanor Battery on a Peace Officer (with misdemeanor delaying/obstructing an officer)

Burglaries / Other Larceny:

1 – Felony Theft of a Vehicle (with felony possession of a controlled substance and misdemeanor failure to register as a Sex Registrant)
1 – Felony Burglary from a Residence
1 – Felony Grand Theft from a Business Location
5 – Misdemeanor Business Burglaries (Shoplifting)
1 – Misdemeanor Petty Theft from a Business Location
1 – Misdemeanor Petty Theft from a Vehicle

AREA 2 REPORTS:

Violent Crimes:

2 – Felony Criminal Threats (with felony parole violation and misdemeanor possession of a controlled substance)
2 – Felony Domestic Violence (one with felony criminal threats and felony false imprisonment; another with misdemeanor delaying/obstructing an officer)
2 – Misdemeanor Domestic Violence (one including misdemeanor battery on a police officer and misdemeanor assault with less lethal weapon)
1 – Misdemeanor Violation of a Domestic Violence Order
2 – Courtesy Report taken for Sexual Assault

Burglaries / Other Larceny:

1 – Felony Grand Theft from a Business (with conspiracy)
2 – Misdemeanor Petty Theft from Vehicle

Area 1 Supervisor Report
December 2024

Neighborhood Watch:

ELKS HILL:

- No updated activity

SONORA KNOWLES:

- No updated activity.

Case(s) for discussion:

On 12/31/2024, Officers responded to the area of Greenley Rd. concerning the report of a stolen vehicle. Officers located the vehicle and conducted a high-risk stop. During the subsequent criminal investigation, officers determined the vehicle was stolen from southern California. The driver was also in possession of Methamphetamine and failed to register as a sex offender. The suspect was transported and booked into the county jail pursuant to the above-listed crimes.

On 12/5/2024, Officers were dispatched to 250 Greenley Rd concerning a verbal altercation. Once on scene, officers found a female victim crying in her apartment. The victim stated her boyfriend of 7 years pushed her to the ground and then strangled her. The boyfriend also made several statements threatening to kill her. The suspect was located and arrested for domestic violence, criminal threats, and false imprisonment. He was transported and booked into the county jail on the aforementioned charges.

Investigations:

- Investigations completed two search warrants concerning two ongoing criminal investigations.

Range:

- Range qualification was completed on December 18th.

Fleet:

- No updated activity

Property and Evidence:

- No updated activity

Respectfully submitted,

Sergeant Eric Nygard

Area 2 Monthly Supervisor Report
December 2024

Neighborhood Watch:

MYERS HILL:

- No updated activity.

NORTH STEWART:

- No updated activity.

HIGHLAND VIEW:

- No updated activity

Case(s) for discussion:

On 12/05/2024 Officers were dispatched to reports of a Domestic Dispute. Prior to the arrival of officers, dispatch informed them reports were coming in of a female screaming as well as hearing loud banging coming from the apartment.

When officers arrived, they contacted a very emotional and distraught female standing outside of the residence. During the investigation and hard work of the officers, they learned the argument had become violent. The male struck the female multiple times in the face, pushed her to the ground, choked her and pinned her down so she could not get away.

The male told the female that he was going to kill her during this physical altercation. Officers were able to obtain an Emergency Protective Order from a Tuolumne County Judge. The male was transported to the Tuolumne County Jail where he was booked for felony domestic battery, felony criminal threats, and felony false imprisonment.

12/22/2024 Officers responded to reports of a theft at a local business. When officers arrived, they met with store employees and got a description of the male. Officers began walking through the business in an attempt to locate the male.

Officers located the male in the business and began escorting him to the Loss Prevention Office. While walking with the male, he began to speed up trying to walk away from officers. The officer's grabbed the males clothing, in an attempt to stop him from walking away.

The male pushed one of the officers in an attempt to get away and run out of the business. This resulted in a physical altercation between the male and the officers, which lasted approximately two minutes. The male was placed under arrest and transported to the Tuolumne County Jail. The male was booked into jail for theft, obstructing and resisting a peace officer, and a felony warrant.

K-9:

- The Sonora PD K-9 Handler has continued to utilize his partner for narcotics and has had positive results.
- The K-9 team is actively training twice a month and consistently showing progress.

Reserves/Volunteers/Explorers:

- Sonora PD has received several new Community Service Volunteer applications.
- There was no meeting/ training held this month due to the holidays.

Recruitment:

- We currently have one new hire that has completed his background process and is set to start the Police Academy in January.
- Another potential hire as a Police Officer is currently in the background process.
- We have a new Dispatch applicant that has begun the background process.

Training:

- We sent a Sergeant to a two-week supervisory course in Sacramento.

Respectfully Submitted,

Sgt. Dominic Bertalotto

CITY COUNCIL AGENDA REPORT

CITY HALL

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

SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

DATE: February 3, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Mike Lagomarsino, Public Works Supervisor

SUBJECT: City of Sonora Public Works Department Monthly Report

RECOMMENDATION:

Receive the City of Sonora Public Works Monthly Report for December 2024.

DISCUSSION / ANALYSIS:

Events

- Spent several days breaking down Christmas Parade hardware.
- Placed and set up Santa's house, as well as placed the Christmas decoration cut-outs in Courthouse Park.
- Dismantled deck and ramp on Santa's house.
- Hauled and stored the Christmas decoration cut-outs from Court House Park.

Streets

- Repaired numerous damaged street signs around the City.
- Spent several days pot-holing City Streets.
- Returned numerous shopping carts to businesses abandoned on City Streets.
- Removed a deceased deer from the City right way.
- Spent several days removing leaf piles throughout the City.

Facilities

- Made repairs to the stage, installed a new exhaust fan in the restroom, and installed a paper towel holder all in the Opera Hall.
- Cut up and hauled brush from a large downed oak tree in the Public Works yard.
- Cleaned the rain gutters as well as the drainage ditch at the Opera Hall.
- Picked up surplus desks from City Hall.
- Made repairs to a toilet at the Police Department.

Parks/Landscapes/Parking Lots

- Hauled a dump truck load of leaves from Coffill Park and Rotary Park.
- Monthly inspection of playground equipment at Rotary Park.
- Used a blower on City lots weekly.
- Removed graffiti in the Terzich Parking structure.

CITY COUNCIL AGENDA REPORT

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SERVICE, INNOVATION, INTEGRITY, COLLABORATION, RESPECT, LEADERSHIP

Storm Drains

- Cleaned numerous storm drains and ditches throughout the City.
- Flushed several culverts throughout the City.
- Cleaned out the Snell Street drainage ditch.

Cemeteries

- Daily- Checked messages at Mountain Shadow and returned calls as needed.
- Daily- Cleaned irrigation filters during irrigation season.
- Marked out plots as requested by the Funeral Home as needed.
- Set headstones as requested by the Funeral Home.

Miscellaneous

- Daily- Unlocked and serviced all public restrooms.
- Put up weekly event banners Downtown.
- Collected garbage twice a week in all City parking lots, landscapes, and parks.
- Monthly fleet vehicle inspections.
- Twice weekly- Ran Street sweeper early morning on a rotating street schedule throughout the City.

FISCAL IMPACT:

No Fiscal Impact to the General Fund.

CORE COUNCIL PRIORITIES:

Fiscal Responsibility and Stability, Infrastructure and Engineering, Public Safety and Disaster Preparedness, Homelessness Issues