1. **APPROVAL OF AGENDA.**

Approval of agenda for this date; any and all off-agenda items must be approved by the City Council (pursuant to §54954.2 of the Government Code).

2. **PUBLIC MATTERS NOT ON THE AGENDA.**

Discussion items only, no action will be taken. Any person may address the Council at this time on any subject within the jurisdiction of the City Council. Please note – there is a three (3) minute limit.

3. **CONSENT CALENDAR.**

Items listed on the consent calendar are considered routine and may be enacted by one motion. Any item may be removed for discussion at the request of a Council member.

- Approval of the June 8, 2020 Meeting Minutes.
- Approval of Expenditure Reports in the amount of $59,389.43.
- Possible Adoption of Resolution No. 2020-16 Water Resolution (continued from the June 08, 2020 meeting).
- Possible Adoption of Resolution No. 2020-19 Amending the 2019-20 Budget to Incorporate CDBG Fund Activities as related to the Private Sewer Lateral Grant Program.
- Possible Adoption of Resolution No. 2020-20 Budget Extension Resolution.
- Resolution No. 2020-21 Adopting Conflict of Interest Code.

4. **ADMINISTRATIVE REPORTS.**

This section is to provide staff an opportunity to present oral status reports on issues. No legal action is expected to be taken by the Council.
5. **COUNCIL REPORTS.**

This section is to provide Council members an opportunity to present reports on their activities and to request items be placed on future agendas.

6. **DISCUSSION CALENDAR.**

   a) Possible Award of Professional Service Contract to De Nevo Planning Group for the 2020 General Plan Update.
   
   b) Resolution No. 2020-22 Authorize the City Manager to enter into an Option Agreement with the City of Rohnert Park regarding PG&E Rule 20 Credit Transfer.
   
   c) 2nd Hearing and Possible Adoption of Ordinance No. 715 Adding Chapter 8.32 to the Jackson Municipal Code relating to Protection of Critical Infrastructure and Wildfire Risk Areas.
   
   d) Review of the FY 19/20 Finance Status Reports for April and May 2020.
   
   e) Possible Adoption of Resolution No. 2020-17 Authorizing Modifications of the FY 19/20 Budget and Directions for FY 20/21 Budget.
   

7. **CLOSED SESSION.**

   - **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY:** Oro De Amador Property, Jackson Agency negotiator: Yvonne Kimball, City Manager, and Josh Nelson, City Attorney; Negotiating parties: Jacob Tollett and Logan John Carnell. Under negotiation: Real estate purchase offer price and terms of payment.
   
   - **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY:** Oro De Amador Property, Jackson (real estate purchase offer) Agency negotiator: Yvonne Kimball, City Manager, and Josh Nelson, City Attorney Negotiating parties: Jackson Serbian Church. Under negotiation: Price and terms of payment.
   
   - **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY:** a portion of the Library Property parking lot, Agency negotiator: Bob Stimpson, Jackson Mayor, Josh Nelson, City Attorney; Negotiating parties: Amador County Board of Supervisors. Under negotiation: Price and terms of payment.
   
   - **CONFERENCE WITH LABOR NEGOTIATORS:** Agency designated representatives: Yvonne Kimball; Josh Nelson
     Employee organizations: Jackson Police Officers Association and Jackson Firefighters Association.
   
   - **CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION:** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case.
8. **DISCUSSION CALENDAR (CONT’D).**

   g) Possible Approval or Rejection of Resolution No. 2020-23 Authorization of Conveyance of
      Jackson Library Parking Lot Property (0.04 Area) to Amador County and Authorize Mayor to
      Execute Necessary Documents.

9. **REGULAR MEETING ADJOURNMENT.**

    Regular meeting adjournment.

**UPCOMING MEETINGS:**

- July 08, 2020 10:00 am Cemetery Committee Meeting
- July 13, 2020 7:00 pm Council Meeting
- July 20, 2020 6:30 pm Planning Commission Meeting *(to be confirmed)*
- July 27, 2020 7:00 pm Council Meeting

**UPCOMING CLOSURE DATES FOR CITY OFFICES:**

- July 3, 2020 In Observance of Independence Day (July 4th)

*Posted: City Hall, 33 Broadway, Jackson*

*Agenda materials will be available for review (pursuant to §54957.5 Government Code Section) in the City Clerk’s office in City Hall.*

*In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (209) 223-1646 (voice) or (209) 223-3141 (fax). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

*Visit our website at http://ci.jackson.ca.us* for copies of previous agendas, minutes and City budget.
Mayor Stimpson called the meeting to order at 7:13 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG.

Mayor Stimpson led the Pledge of Allegiance.

Mayor Stimpson held a moment of silence for David Gardella, former City Firefighter who passed on this day 36 years ago.

1. APPROVAL OF AGENDA.

Motion to approve the City Council Agenda dated June 08, 2020 as presented. Moved by, Councilmember Garibaldi seconded by Vice Mayor Gonsalves, and carried by a 4 to 0 roll call vote:

AYES: Stimpson, Gonsalves, Garibaldi, Sweet
NOES: None
ABSENT: Lewis
ABSTAIN: None

2. PUBLIC MATTERS NOT ON THE AGENDA.

Discussion items only, no action will be taken. Any person may address the Council at this time on any subject within the jurisdiction of the City Council. Please note – there is a three (3) minute limit.

- Paul Jones, Jackson resident, offered prayer.

Moved next speaker (and group) outside due to size of crowd and to allow for social distancing.

- Shawn Karai, Owner of New York Fitness came to speak about his gym and the letters he received from the City of Jackson in regard to closing the gym. Mr. Karai was supported by his wife and over 50 of his gym members. Shawn explained his background of moving to Jackson with his family and purchasing the gym to help the community with many health issues through
exercise. When COVID-19 hit, they felt remaining open would be to the betterment of the community versus turning people away that were left without an avenue to deal with the reversal of their health issues. Mr. Karai explained how cleanliness was already their top priority prior to the pandemic but increased their cleaning and disinfecting the gym as well as taking temperatures of the workers and gym members, wearing masks, and spacing and/or eliminating equipment. He came with over 300 signatures from the local community supporting how essential the gym is during this pandemic. Since Governor Newsom was going to re-open fitness facilities with guidelines as of Friday, June 12th, Mr. Karai requested to remain operable and thanked the Council to allow him to express his thoughts.

Several gym members also spoke in support of the gym and how it has helped them. Many members with various health issues explained how detrimental it would be to them if the gym were closed. Several senior members need the gym post-surgery and/or post-rehabilitation to deal with pain or just being able to move.

Mayor Stimpson reminded the group that the City of Jackson follows the guidelines as directed by the Governor’s Executive Orders and the Amador County Department of Health.

Shawn Karai questioned why it was necessary for the City to state their business license would be pulled if they didn’t close the gym. Councilmember Wayne Garibaldi explained that the City had to take action based on the County Health Department directives and without putting the City in violation.

- Tom Peyton, Jackson resident and business owner, asked about the rally proposed on Wednesday in Detert Park and if a permit was filed. The item he is mostly concerned about is with the outside group of protestors and tried to find out who they were or where they were from and requested JPD to look into (which Chief Mynderup will address in his Administrative Report).

After no further public comment, Mayor Stimpson moved onto the Consent Calendar.

3. CONSENT CALENDAR.

Items listed on the consent calendar are considered routine and may be enacted by one motion. Any item may be removed for discussion at the request of a Council Member.

a. Approval of the May 26, 2020 Meeting Minutes.
b. Approval of Expenditure Report in the amount of $162,499.63.
c. Approval of Payroll Expenditure Report in the amount of $289,701.59.
g. Possible Acceptance of SEIU Tentative Agreement.
h. Resolution 2020-14 Amador County to Conduct Election.
i. Resolution 2020-15 Election Support Services from County Clerk.
Motion to approve the Consent Calendar dated June 08, 2020 as presented. Moved by Council Member Garibaldi, seconded by Vice Mayor Gonsalves, and carried by a 4 to 0 roll call vote:

**AYES:** Stimpson, Gonsalves, Garibaldi, Sweet  
**NOES:** None  
**ABSENT:** Lewis  
**ABSTAIN:** Sweet; item b, check#12216 only

4. **ADMINISTRATIVE REPORTS.**

This section is to provide staff an opportunity to present oral status reports on issues. No legal action is expected to be taken by the Council.

**Public Works Superintendent, Max Godde**  
- Max stated he gets calls after hours/weekends from staff, public or council with water or sewer emergencies and wanted to state that the fastest way to reach help is by calling City Hall at 209-223-1646 and select the prompt for “Water or Sewer Emergency” which will route immediately to the staff on-call.  
- Next week Pine Grove Youth Camp will be working a fire break on 900 N Main and Oro de Amador property and will spend time in the Cemetery with yard work.

**Police Chief, Chris Mynderup**  
- Received notification of the planned protest from an alliance of BLM will be held at Detert Park on Wednesday, 3-6pm. Been in contact with the coordinator who stated this will be a peaceful event. To answer Tom Peyton, the people putting on this protest are from this area comprised of young adults. The group of protestors from Martell stated they will also be joining this protest. There have been zero issues from the Martell protest. JPD sent out a press release to local media to alert our community. His staff has been working diligently on safety plans and been in contact with several neighboring cities law enforcement agencies for support. JPD will have plenty of bodies on hand and in reserves for this event for the safety of our community. Public Works will also be putting up barricades in certain areas of Jackson.

Vice Mayor Gonsalves stated this local group on Facebook has about 300 followers; if they come out to support this protest, how will parking and pedestrian crossing be addressed? Chief Mynderup re-confirmed he has plenty of bodies lined up, approximately 30 law enforcement officials plus 20 on stand-by from Mule Creek with additional support the Sheriff’s department, CHP and other agencies.

**Fire Chief, Debbie Mackey**  
- Recruit Academy is going well. They are making a lot of progress and meet on Saturday’s for up to 10 hours.  
- JFD continues their weed abatement throughout Jackson. Last week they returned to their Weekly Training nights following all their advisories by Dr. Kerr.

**City Attorney, Josh Nelson** – no report.
Yvonne Kimball thanked Debby Collins for her work at the Cemetery as she has spent several days cleaning up it on her own.

5. **COUNCIL REPORTS.**

This section is to provide Council members an opportunity to present reports on their activities and to request item be placed on future agendas.

Council member Sweet attended an ACTC meeting with the only item relating to the City are monies from a Bike Pedestrian Fund. He asked the ACTC Director to notify all the local agencies regarding monies available. ACTC received $65K that have not been spent yet. This money was for a sidewalk project but according to Susan Peters, City Planner, this was not enough for this project. CM Sweet suggested to City staff to submit another application for additional funding to cover the sidewalk project. The City is also getting another $65K of RTM funds and hope to combine with SP1 funds for Road Improvements.

Council member Lewis – absent.

Council member Garibaldi ACRA will be meeting this Wednesday and hoping to have a forum on Reduced Membership Fees.

Vice Mayor Gonsalves reported the Car Show is now cancelled, September not likely to happen due to uncertainty of Phase 4 of the pandemic. However, the Club decided to schedule for May 15, 2021. The show is run on sponsorship from the Registration and Car entry fees. This year’s fees will be held onto for next year. The major sponsorships were contacted as the Club still wished to provide a little something to Hospice and Tri-County Wildlife this year.

VM Gonsalves wrote a letter to the Department of Insurance, with assistance of Max and CalFire, to get statistics of miles of creek clearing that the CYA Camp assists the COJ with along with the fuel and fire line breaks they do. She is trying to lobby the Department of Insurance to get behind the support of keeping the CYA Camps open. No response as of yet and has sent a 2nd request.

Mayor Stimpson stated he’s on the Open Amador Committee meeting with Dr. Rita Kerr and neighboring Mayors, probably holding last of meetings now that the County is opening up.

No public comment – moved to next item.

6. **DISCUSSION CALENDAR.**

For the record: Action minutes provide the necessary documentation of City Council actions and audio recordings are retained for those desiring more detail on particular agenda item discussion. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussion.

Mayor Stimpson suggested pulling items b, c, and d from the Discussion Calendar due to the events this evening. CA Nelson he could do so with a motion.
Motion to postpone items 6b, 6c, and 6d until a subsequent meeting. Moved by Council Member Garibaldi, seconded by Vice Mayor Gonsalves, and carried by a 4 to 0 roll call vote:

AYES: Stimpson, Gonsalves, Garibaldi, Sweet  
NOES: None  
ABSENT: Lewis  
ABSTAIN: None

a. Possible Approval of Resolution No. 2020-16 Water Service Regulations and Fees.

City Manager Kimball gave an overview. She said both the municipal code and the state regulations require water system providers to adopt their own service regulations which outline procedures and fees. The last Water Regulations were adopted in 2009 when the old water rates were established. The City has since changed the water rates in 2019. And in 2018 State adopted new law with new requirements on fees and procedures. Both changes prompted changes to the 2009 Water Regulations. An example of the changes is the after-hour reconnection fee; there was no fee before and a new fee of $150. All fees and procedures are in accordance with state law. City staff began the work in Fall of 2019 and finished it in May. City Employees, Angie Ervin, Trevor Hoaas, Ryan Peters did a great job putting the bulk of the updates together.

Mayor Stimpson asked Council for questions. CM Garibaldi and CM Sweet both said they were pleased to see the completion of the update and gave kudos to Angie, Trevor, Ryan and others who worked on it.

Mayor Stimpson opened to Public Comments, hearing none, he brought the item back to Council. Because the cover resolution was missing from the packet, Council decided to wait until next meeting to adopt the Resolution when all backup materials are present. Council directed to place this item in next meeting’s consent calendar for adoption.

e. Review of the Draft Amador County 10-year Plan to Address Homelessness – May 2020 Report and provide direction to respond.

City Manager Kimball provided overview of the County’s proposed 10-year Plan to Address Homelessness with her suggested comments/additions. Following Council discussions, CM Kimball was directed by Council to proceed with submitting the City’s response back to the County with the proposed comments/suggestions accompanied by a cover letter.

Motion for City Manager’s response letter to include Council’s unanimous vote to provide these comments dated June 08, 2020 as presented. Moved by Vice Mayor Gonsalves, seconded by Councilmember Garibaldi, and carried by a 4 to 0 roll call vote:

AYES: Stimpson, Gonsalves, Garibaldi, Sweet  
NOES: None  
ABSENT: Lewis  
ABSTAIN: None
7. **REGULAR MEETING ADJOURNMENT.**

   Mayor Stimpson adjourned the meeting at 8:36 p.m.

8. **CLOSED SESSION. – CANCELLED.**

ATTEST:

__________________________________  __________________________________
John Georgette, City Clerk    Date Approved
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Vendor Number</th>
<th>Name</th>
<th>Gross Amount</th>
<th>Discount Amount</th>
<th>Net Amount</th>
<th>Invoice #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>012223</td>
<td>06/08/20</td>
<td>APE00</td>
<td>APEX ENVIRONMENT</td>
<td>20.00</td>
<td>0.00</td>
<td>20.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPD CREDIT ON ACCT</td>
</tr>
<tr>
<td>012224</td>
<td>06/08/20</td>
<td>AR000</td>
<td>ARROW CONSTRUCTION</td>
<td>41.00</td>
<td>0.00</td>
<td>41.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUND</td>
</tr>
<tr>
<td>012225</td>
<td>06/08/20</td>
<td>D4N00</td>
<td>D&amp;M CONTRACTORS</td>
<td>56.00</td>
<td>0.00</td>
<td>56.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPD CREDIT REFUNDED</td>
</tr>
<tr>
<td>012226</td>
<td>06/08/20</td>
<td>DAA02</td>
<td>DAMEI MORTUARY</td>
<td>50.00</td>
<td>0.00</td>
<td>50.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012227</td>
<td>06/08/20</td>
<td>GOL08</td>
<td>GOLD RUSH ENERGY SOLUTION</td>
<td>185.00</td>
<td>0.00</td>
<td>185.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012228</td>
<td>06/08/20</td>
<td>HAD00</td>
<td>HABDRICH FINE HOMEBUILDING</td>
<td>12.45</td>
<td>0.00</td>
<td>12.45</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012229</td>
<td>06/08/20</td>
<td>HUN03</td>
<td>HUNT DRILLING CO., INC.</td>
<td>89.00</td>
<td>0.00</td>
<td>89.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012230</td>
<td>06/08/20</td>
<td>KLO01</td>
<td>KLOOWSKI ROOF &amp; CONSTRUC</td>
<td>41.00</td>
<td>0.00</td>
<td>41.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012231</td>
<td>06/08/20</td>
<td>LOR00</td>
<td>H. LORIST WATCHMAKER</td>
<td>19.00</td>
<td>0.00</td>
<td>19.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012232</td>
<td>06/08/20</td>
<td>MCF00</td>
<td>ROBERT MCFARLANE</td>
<td>78.00</td>
<td>0.00</td>
<td>78.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012233</td>
<td>06/08/20</td>
<td>RUS00</td>
<td>RUSSELL CELLULAR</td>
<td>21.00</td>
<td>0.00</td>
<td>21.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT REFUND</td>
</tr>
<tr>
<td>012234</td>
<td>06/08/20</td>
<td>TER01</td>
<td>TERESA'S PLACE, INC.</td>
<td>10.00</td>
<td>0.00</td>
<td>10.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
<tr>
<td>012235</td>
<td>06/08/20</td>
<td>USF03</td>
<td>US FOODS INC</td>
<td>20.00</td>
<td>0.00</td>
<td>20.00</td>
<td>REFUND</td>
<td>BUS LIC OVERPMT CREDIT REFUNDED</td>
</tr>
</tbody>
</table>

Cash Account Total.....: 642.45 .00 642.45
Total Disbursements.....: 642.45 .00 642.45
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Vendor Number</th>
<th>Vendor Name</th>
<th>Gross Amount</th>
<th>Discount Amount</th>
<th>Net Amount</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>011668</td>
<td>06/20/2012</td>
<td>8006</td>
<td>ED BRANNAN</td>
<td>-105.72</td>
<td>.00</td>
<td>-105.72</td>
<td>000400101u</td>
</tr>
<tr>
<td>012236</td>
<td>06/22/2012</td>
<td>0100</td>
<td>ACI SPECIALTIES BENEFITS</td>
<td>217.62</td>
<td>.00</td>
<td>217.62</td>
<td>23407</td>
</tr>
<tr>
<td>012237</td>
<td>06/22/2012</td>
<td>0200</td>
<td>ALAMASRA WATER</td>
<td>70.75</td>
<td>.00</td>
<td>70.75</td>
<td>061230</td>
</tr>
<tr>
<td>012238</td>
<td>06/22/2012</td>
<td>0202</td>
<td>ALPHA ANALYTICAL LABS INC</td>
<td>2093.00</td>
<td>.00</td>
<td>2093.00</td>
<td>0531-JACK</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>360.00</td>
<td>.00</td>
<td>360.00</td>
<td>VR-JACK</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VR-JW1</td>
</tr>
<tr>
<td>012239</td>
<td>06/22/2012</td>
<td>0208</td>
<td>AMASON/SCNB</td>
<td>348.52</td>
<td>.00</td>
<td>348.52</td>
<td>061202</td>
</tr>
<tr>
<td>012240</td>
<td>06/22/2012</td>
<td>0302</td>
<td>ARAMARK</td>
<td>414.60</td>
<td>.00</td>
<td>414.60</td>
<td>05312020</td>
</tr>
<tr>
<td>012241</td>
<td>06/22/2012</td>
<td>0302</td>
<td>ASCENT ENVIRONMENTAL, INC</td>
<td>3150.00</td>
<td>.00</td>
<td>3150.00</td>
<td>20200052-</td>
</tr>
<tr>
<td>012242</td>
<td>06/22/2012</td>
<td>0500</td>
<td>ADAMS ASHBY INC</td>
<td>5442.50</td>
<td>.00</td>
<td>5442.50</td>
<td>3089</td>
</tr>
<tr>
<td>012243</td>
<td>06/22/2012</td>
<td>0601</td>
<td>AT&amp;T MOBILITY/CIRCULAR</td>
<td>342.81</td>
<td>.00</td>
<td>342.81</td>
<td>05272200</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>326.20</td>
<td>.00</td>
<td>326.20</td>
<td>06120200</td>
</tr>
<tr>
<td>012244</td>
<td>06/22/2012</td>
<td>0606</td>
<td>RACHEL BULGER</td>
<td>53.39</td>
<td>.00</td>
<td>53.39</td>
<td>06120200</td>
</tr>
<tr>
<td>012245</td>
<td>06/22/2012</td>
<td>0606</td>
<td>CALIF POLICE CHIEFS ASSOC</td>
<td>200.00</td>
<td>.00</td>
<td>200.00</td>
<td>15696</td>
</tr>
<tr>
<td>012246</td>
<td>06/22/2012</td>
<td>0601</td>
<td>CAMPBELL'S AUTOMOTIVE INC</td>
<td>2124.83</td>
<td>.00</td>
<td>2124.83</td>
<td>129</td>
</tr>
<tr>
<td>012247</td>
<td>06/22/2012</td>
<td>0607</td>
<td>COMCAST</td>
<td>64.48</td>
<td>.00</td>
<td>64.48</td>
<td>06120200</td>
</tr>
<tr>
<td>012248</td>
<td>06/22/2012</td>
<td>0602</td>
<td>MARIA CRUZ NARO</td>
<td>240.00</td>
<td>.00</td>
<td>240.00</td>
<td>05312020</td>
</tr>
<tr>
<td>012249</td>
<td>06/22/2012</td>
<td>0601</td>
<td>L.W. CURTIS &amp; SONS</td>
<td>108.23</td>
<td>.00</td>
<td>108.23</td>
<td>INV900404</td>
</tr>
<tr>
<td>012250</td>
<td>06/22/2012</td>
<td>0602</td>
<td>DEPARTMENT OF JUSTICE</td>
<td>840.00</td>
<td>.00</td>
<td>840.00</td>
<td>452511</td>
</tr>
<tr>
<td>012251</td>
<td>06/22/2012</td>
<td>0603</td>
<td>FERGUSON ENTERPRISES</td>
<td>336.10</td>
<td>.00</td>
<td>336.10</td>
<td>1543590</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>347.46</td>
<td>.00</td>
<td>347.46</td>
<td>1544392</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>156.57</td>
<td>.00</td>
<td>156.57</td>
<td>1544527</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>34.37</td>
<td>.00</td>
<td>34.37</td>
<td>843552</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-117.02</td>
<td>.00</td>
<td>-117.02</td>
<td></td>
</tr>
<tr>
<td>012252</td>
<td>06/22/2012</td>
<td>0603</td>
<td>BILL LAVALIEE</td>
<td>380.00</td>
<td>.00</td>
<td>380.00</td>
<td>7037</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>95.00</td>
<td>.00</td>
<td>95.00</td>
<td>7031</td>
</tr>
<tr>
<td>012253</td>
<td>06/22/2012</td>
<td>0603</td>
<td>GHD, INC</td>
<td>4547.50</td>
<td>.00</td>
<td>4547.50</td>
<td>142635</td>
</tr>
<tr>
<td>012254</td>
<td>06/22/2012</td>
<td>0602</td>
<td>HUNT &amp; SONS</td>
<td>1673.14</td>
<td>.00</td>
<td>1673.14</td>
<td>536227</td>
</tr>
<tr>
<td>012255</td>
<td>06/22/2012</td>
<td>0603</td>
<td>INDUCTIVE AUTOMATION</td>
<td>1863.20</td>
<td>.00</td>
<td>1863.20</td>
<td>1164483</td>
</tr>
<tr>
<td>012256</td>
<td>06/22/2012</td>
<td>0603</td>
<td>JACKSON TIRE SERVICE, INC</td>
<td>12.50</td>
<td>.00</td>
<td>12.50</td>
<td>181448</td>
</tr>
<tr>
<td>012257</td>
<td>06/22/2012</td>
<td>0603</td>
<td>LEDGER DISPATCH</td>
<td>75.00</td>
<td>.00</td>
<td>75.00</td>
<td>06172020</td>
</tr>
<tr>
<td>012258</td>
<td>06/22/2012</td>
<td>0601</td>
<td>L &amp; M AUTOMOTIVE</td>
<td>60.00</td>
<td>.00</td>
<td>60.00</td>
<td>23976</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>461.65</td>
<td>.00</td>
<td>461.65</td>
<td>23981</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>112.83</td>
<td>.00</td>
<td>112.83</td>
<td>24005</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>452.48</td>
<td>.00</td>
<td>452.48</td>
<td>24009</td>
</tr>
<tr>
<td>012259</td>
<td>06/22/2012</td>
<td>0602</td>
<td>LONE TREE TRUCKING, INC</td>
<td>1066.96</td>
<td>.00</td>
<td>1066.96</td>
<td></td>
</tr>
<tr>
<td>012260</td>
<td>06/22/2012</td>
<td>0602</td>
<td>NOR-CAL EYI</td>
<td>2269.54</td>
<td>.00</td>
<td>2269.54</td>
<td>3452020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1600.20</td>
<td>.00</td>
<td>1600.20</td>
<td>5103</td>
</tr>
<tr>
<td>Check Number</td>
<td>Check Date</td>
<td>Vendor Number</td>
<td>Vendor Name</td>
<td>Gross Amount</td>
<td>Discount Amount</td>
<td>Net Amount</td>
<td>Invoice #</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------</td>
<td>---------------</td>
<td>-----------------------------------</td>
<td>--------------</td>
<td>----------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>012261</td>
<td>06/22/20</td>
<td>ORE00</td>
<td>O'REILLY AUTO PARTS</td>
<td>55.56</td>
<td>.00</td>
<td>55.56</td>
<td>315290</td>
</tr>
<tr>
<td>012262</td>
<td>06/22/20</td>
<td>POD01</td>
<td>LOUIE POESTA</td>
<td>2442.73</td>
<td>.00</td>
<td>2442.73</td>
<td>06012020</td>
</tr>
<tr>
<td>012263</td>
<td>06/22/20</td>
<td>QUA04</td>
<td>QUALITY CODE PUBLISHING</td>
<td>667.00</td>
<td>.00</td>
<td>667.00</td>
<td>2020-149</td>
</tr>
<tr>
<td>012264</td>
<td>06/22/20</td>
<td>RIE01</td>
<td>RIEBES AUTO PARTS</td>
<td>146.22</td>
<td>.00</td>
<td>146.22</td>
<td>05312020</td>
</tr>
<tr>
<td>012265</td>
<td>06/22/20</td>
<td>SHR01</td>
<td>SHRED-IT USA</td>
<td>191.53</td>
<td>.00</td>
<td>191.53</td>
<td>12987990</td>
</tr>
<tr>
<td>012266</td>
<td>06/22/20</td>
<td>STA14</td>
<td>STATE WATER RESOURCES</td>
<td>170.00</td>
<td>.00</td>
<td>170.00</td>
<td>06172020</td>
</tr>
<tr>
<td>012267</td>
<td>06/22/20</td>
<td>SUT01</td>
<td>SUTTER CREEK CAR WASH</td>
<td>27.94</td>
<td>.00</td>
<td>27.94</td>
<td>05312020</td>
</tr>
<tr>
<td>012268</td>
<td>06/22/20</td>
<td>UPC01</td>
<td>UP-COUNTRY POOL CENTER</td>
<td>20.69</td>
<td>.00</td>
<td>20.69</td>
<td>12721</td>
</tr>
<tr>
<td>012269</td>
<td>06/22/20</td>
<td>USP01</td>
<td>U.S. POSTAL SERVICE</td>
<td>1350.00</td>
<td>.00</td>
<td>1350.00</td>
<td>06152020</td>
</tr>
<tr>
<td>012270</td>
<td>06/22/20</td>
<td>WEB01</td>
<td>WEBER, OHIO &amp; ASSOC</td>
<td>8859.40</td>
<td>.00</td>
<td>8859.40</td>
<td>04302020</td>
</tr>
</tbody>
</table>

Cash Account Total......: 58964.60
Total Disbursements.....: 58964.60
<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Vendor Number</th>
<th>Vendor Name</th>
<th>Gross Amount</th>
<th>Discount Amount</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>012236</td>
<td>06/18/20</td>
<td>AC100</td>
<td>ACI SPECIALTY BENEFITS</td>
<td>-217.62</td>
<td>.00</td>
<td>-217.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>23407u</td>
<td></td>
<td>Ck# 012236 Reversed</td>
<td></td>
</tr>
</tbody>
</table>

Cash Account Total......: -217.62, .00, -217.62
Total Disbursements.....: -217.62, .00, -217.62
CITY OF JACKSON  
TREASURER'S REPORT  
May 31, 2020

CASH IN BANK & INVESTMENTS

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Checking Account</td>
<td>$5,514,172.39</td>
</tr>
<tr>
<td>Flex Checking Account</td>
<td>5,487.19</td>
</tr>
<tr>
<td>Investments</td>
<td>3,892,120.28</td>
</tr>
<tr>
<td><strong>Total Checking and Investments</strong></td>
<td>9,411,779.86</td>
</tr>
<tr>
<td>Cash with Fiscal Agent</td>
<td>$125,985.65</td>
</tr>
<tr>
<td><strong>TOTAL CHECKING AND INVESTMENTS</strong></td>
<td><strong>9,537,765.51</strong></td>
</tr>
</tbody>
</table>

*Investments include LAIF, CalTRUST and Certificates of Deposit*

<table>
<thead>
<tr>
<th>FUND</th>
<th>CASH BALANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td>$1,254,664.29</td>
</tr>
<tr>
<td><strong>RECREATION FUND</strong></td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL FUNDS

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argonaut Heights Sewer Participation</td>
<td>5,181.00</td>
</tr>
<tr>
<td>CDBG Revolving (Housing)</td>
<td>208,860.48</td>
</tr>
<tr>
<td>CDBG Discretionary</td>
<td>84,300.75</td>
</tr>
<tr>
<td>Home PI</td>
<td>155,371.44</td>
</tr>
<tr>
<td>Essential Services</td>
<td>662,578.23</td>
</tr>
<tr>
<td>Measure M</td>
<td>469,680.75</td>
</tr>
<tr>
<td>Recycling Promotion</td>
<td>9,297.98</td>
</tr>
<tr>
<td>Gas Tax</td>
<td></td>
</tr>
<tr>
<td>RMRA - Road Maint.</td>
<td>64,777.36</td>
</tr>
<tr>
<td>Local Transportation</td>
<td>90,498.22</td>
</tr>
<tr>
<td>H.E.S Signs</td>
<td>13,058.79</td>
</tr>
<tr>
<td>Parkland in Lieu</td>
<td>1,003,474.29</td>
</tr>
<tr>
<td>SLESF/COPS</td>
<td></td>
</tr>
<tr>
<td>Local Traffic</td>
<td>1,005,808.56</td>
</tr>
<tr>
<td>Regional Traffic</td>
<td>139,521.40</td>
</tr>
<tr>
<td>PSPS Grant</td>
<td>261,013.14</td>
</tr>
<tr>
<td><strong>Total Special Funds</strong></td>
<td>4,173,422.39</td>
</tr>
</tbody>
</table>

CAPITAL IMPROVEMENT FUNDS

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Ave Bridge Project</td>
<td>(5,016.18)</td>
</tr>
<tr>
<td>Pitt St. Bridge Project</td>
<td>(1,805.89)</td>
</tr>
<tr>
<td>French Bar Rd. Bridge Project</td>
<td>(118,043.41)</td>
</tr>
<tr>
<td>Sidewalk Improvement Project</td>
<td>(262.50)</td>
</tr>
<tr>
<td>Hwy 49 Lights</td>
<td>(2,282.00)</td>
</tr>
<tr>
<td>Sutter St. Extention Project</td>
<td>183.65</td>
</tr>
<tr>
<td>Street Striping</td>
<td>22,164.78</td>
</tr>
<tr>
<td>Oro de Amador</td>
<td>16,712.00</td>
</tr>
<tr>
<td>Jackson Gt Culvert</td>
<td>(58,060.72)</td>
</tr>
<tr>
<td><strong>Total Capital Funds</strong></td>
<td>(146,410.27)</td>
</tr>
</tbody>
</table>
* Pending reimbursements

**ENTERPRISE FUNDS**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer</td>
<td>1,626,013.59</td>
</tr>
<tr>
<td>Sewer Participation</td>
<td>1,519,046.05</td>
</tr>
<tr>
<td>Water</td>
<td>351,668.13</td>
</tr>
<tr>
<td>(Includes Cash with Fiscal Agent)</td>
<td></td>
</tr>
<tr>
<td>Water Participation</td>
<td></td>
</tr>
<tr>
<td><strong>Total Enterprise Funds</strong></td>
<td><strong>590,317.77</strong></td>
</tr>
</tbody>
</table>

**INTERNAL SERVICE**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Insurance</td>
<td>49,855.40</td>
</tr>
</tbody>
</table>

**TRUST AND AGENCY FUNDS**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amador County Participation</td>
<td>61,210.27</td>
</tr>
<tr>
<td>Utility Deposits</td>
<td>19,186.89</td>
</tr>
<tr>
<td>Argonaut Lane</td>
<td>36,597.18</td>
</tr>
<tr>
<td>Friends of Cemetery</td>
<td>192.34</td>
</tr>
<tr>
<td>Kennedy Wheels</td>
<td>1,291.36</td>
</tr>
<tr>
<td>NYRR-Forfeit</td>
<td>2,457.68</td>
</tr>
<tr>
<td><strong>Total Trust and Agency Funds</strong></td>
<td><strong>120,935.72</strong></td>
</tr>
</tbody>
</table>

**TOTAL CASH BALANCE FOR ALL FUNDS**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$ 9,539,513.07</strong></td>
</tr>
</tbody>
</table>

The investment information provided in this report reflects the City's ability to meet expenditure requirements for the next six months.
<table>
<thead>
<tr>
<th>Revenue Description</th>
<th>Annual Proforma</th>
<th>Annual Budget</th>
<th>Current Actual</th>
<th>Year-to-Date Actual</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>* No Description *</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>100 General Fund</td>
<td>3,615,329.00</td>
<td>4,255,517.00</td>
<td>280,885.51</td>
<td>3,612,647.82</td>
<td>642,069.18</td>
</tr>
<tr>
<td>110 Recreation Fund</td>
<td>41,000.00</td>
<td>46,600.00</td>
<td>1,079.29</td>
<td>72,171.60</td>
<td>-25,571.60</td>
</tr>
<tr>
<td>200 JPPA</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>111,426.32</td>
<td>-111,426.32</td>
</tr>
<tr>
<td>205 Argonaut Height</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>28.34</td>
<td>-28.34</td>
</tr>
<tr>
<td>206 CDG Rev.(Hou)</td>
<td>0.00</td>
<td>0.00</td>
<td>520.83</td>
<td>6,977.61</td>
<td>-6,977.61</td>
</tr>
<tr>
<td>209 CDG Discret.</td>
<td>0.00</td>
<td>0.00</td>
<td>461.27</td>
<td>-461.27</td>
<td></td>
</tr>
<tr>
<td>212 HOME PI</td>
<td>0.00</td>
<td>0.00</td>
<td>870.80</td>
<td>-870.80</td>
<td></td>
</tr>
<tr>
<td>225 Essential Serv</td>
<td>0.00</td>
<td>0.00</td>
<td>57,318.61</td>
<td>-57,318.61</td>
<td></td>
</tr>
<tr>
<td>230 MEASURE N</td>
<td>550,000.00</td>
<td>550,000.00</td>
<td>39,975.42</td>
<td>508,497.68</td>
<td>41,502.32</td>
</tr>
<tr>
<td>240 Recycling Pmmo</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>50.95</td>
<td>-50.95</td>
</tr>
<tr>
<td>245 Gas Tax Street</td>
<td>0.00</td>
<td>0.00</td>
<td>104,632.77</td>
<td>-104,632.77</td>
<td></td>
</tr>
<tr>
<td>247 RMTA - RD MAINT</td>
<td>0.00</td>
<td>0.00</td>
<td>71,094.27</td>
<td>-71,094.27</td>
<td></td>
</tr>
<tr>
<td>260 Local Transport</td>
<td>0.00</td>
<td>0.00</td>
<td>27,088.51</td>
<td>-27,088.51</td>
<td></td>
</tr>
<tr>
<td>265 NES Signs</td>
<td>0.00</td>
<td>0.00</td>
<td>71.44</td>
<td>-71.44</td>
<td></td>
</tr>
<tr>
<td>270 Park I/F-Rec.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>280 SLEEF/COFS</td>
<td>0.00</td>
<td>130,000.00</td>
<td>12,448.44</td>
<td>128,681.35</td>
<td>-128,681.35</td>
</tr>
<tr>
<td>285 Local Traffic</td>
<td>0.00</td>
<td>0.00</td>
<td>33,946.59</td>
<td>-33,946.59</td>
<td></td>
</tr>
<tr>
<td>286 Regional Traff.</td>
<td>0.00</td>
<td>0.00</td>
<td>81,103.00</td>
<td>-81,103.00</td>
<td></td>
</tr>
<tr>
<td>400 SOUTH AV BRIDGE</td>
<td>0.00</td>
<td>27,824.01</td>
<td>68,640.76</td>
<td>-68,640.76</td>
<td></td>
</tr>
<tr>
<td>402 PITT ST, BRIDGE</td>
<td>0.00</td>
<td>8,809.52</td>
<td>33,272.51</td>
<td>-33,272.51</td>
<td></td>
</tr>
<tr>
<td>405 FRENCH BAR BRUG</td>
<td>0.00</td>
<td>0.00</td>
<td>100,239.96</td>
<td>-100,239.96</td>
<td></td>
</tr>
<tr>
<td>440 Street Stripe</td>
<td>0.00</td>
<td>0.00</td>
<td>131.17</td>
<td>-131.17</td>
<td></td>
</tr>
<tr>
<td>447 NEW YORK RCH RD</td>
<td>0.00</td>
<td>0.00</td>
<td>47,962.62</td>
<td>-47,962.62</td>
<td></td>
</tr>
<tr>
<td>520 Cemetery</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
<td>-1,000.00</td>
</tr>
<tr>
<td>550 Parking Fund</td>
<td>2,592,167.00</td>
<td>2,700,569.00</td>
<td>238,891.95</td>
<td>2,646,930.19</td>
<td>53,638.81</td>
</tr>
<tr>
<td>560 Sewer Fund</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>143,189.60</td>
<td>-143,189.60</td>
</tr>
<tr>
<td>570 Sewer Participit</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>145,917.26</td>
<td>574,574.20</td>
</tr>
<tr>
<td>580 Water Fund</td>
<td>1,457,910.00</td>
<td>1,793,679.00</td>
<td>1,651,104.80</td>
<td>149,574.20</td>
<td>-149,574.20</td>
</tr>
<tr>
<td>590 Water Participit</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>17,100.00</td>
</tr>
<tr>
<td>704 Amador Co. Fees</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.95</td>
<td>2.95</td>
</tr>
<tr>
<td>706 Utility Deposit</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>-2.95</td>
<td>-2.95</td>
</tr>
<tr>
<td>716 Argonaut Lane</td>
<td>0.00</td>
<td>0.00</td>
<td>200.20</td>
<td>200.20</td>
<td>-200.20</td>
</tr>
<tr>
<td>757 Friends of Cem.</td>
<td>0.00</td>
<td>0.00</td>
<td>1.05</td>
<td>-1.05</td>
<td></td>
</tr>
<tr>
<td>765 Kennedy Wheels</td>
<td>0.00</td>
<td>0.00</td>
<td>7.06</td>
<td>-7.06</td>
<td></td>
</tr>
<tr>
<td>785 HYRR-Foreit</td>
<td>0.00</td>
<td>0.00</td>
<td>13.46</td>
<td>-13.46</td>
<td></td>
</tr>
<tr>
<td><strong>Total of all FUNDS</strong></td>
<td><strong>8,257,406.00</strong></td>
<td><strong>9,477,365.00</strong></td>
<td><strong>760,002.15</strong></td>
<td><strong>9,673,333.65</strong></td>
<td><strong>-195,948.65</strong></td>
</tr>
<tr>
<td>Expenditure Description</td>
<td>Annual Budget Orig.</td>
<td>Annual Budget Amended</td>
<td>Encumbrance Balance Actual</td>
<td>Current Actual</td>
<td>Year-to-Date Actual</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------</td>
<td>-----------------------</td>
<td>---------------------------</td>
<td>---------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>100 General Fund</td>
<td>4021662.00</td>
<td>4025805.00</td>
<td>0.00</td>
<td>310109.56</td>
<td>366430.82</td>
</tr>
<tr>
<td>110 Recreation Fund</td>
<td>125703.00</td>
<td>102345.00</td>
<td>0.00</td>
<td>1079.29</td>
<td>70907.36</td>
</tr>
<tr>
<td>120 Gen Fixed Asset</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>173743.50</td>
</tr>
<tr>
<td>200 JPPA</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>111295.00</td>
</tr>
<tr>
<td>208 CDMS Rev. (Hou)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>50403.00</td>
</tr>
<tr>
<td>212 HOME F1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>5780.00</td>
</tr>
<tr>
<td>219 Home Grant</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>220 CDMS-2003 P/Y/A</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>225 Essential Serv</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>4320.96</td>
<td>4320.96</td>
</tr>
<tr>
<td>230 MEASURE M</td>
<td>726944.00</td>
<td>675023.00</td>
<td>0.00</td>
<td>34524.17</td>
<td>544554.24</td>
</tr>
<tr>
<td>245 Gas Tax Street</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>104632.77</td>
</tr>
<tr>
<td>247 MMRA - RD MAINT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>118945.25</td>
</tr>
<tr>
<td>280 SLEEP/COPS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>152902.19</td>
</tr>
<tr>
<td>286 Regional Traff.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>60996.43</td>
</tr>
<tr>
<td>400 SOUTH AVE BRIDGE</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>25829.59</td>
</tr>
<tr>
<td>405 FRENCH BAR BRIDGE</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>186190.03</td>
</tr>
<tr>
<td>413 HWY 49 LIGHTS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1551.65</td>
</tr>
<tr>
<td>435 SUTTER STREET</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>409.20</td>
</tr>
<tr>
<td>440 Street Stripe</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>14840.52</td>
</tr>
<tr>
<td>447 NEW YORK RCH RD</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>16017.69</td>
</tr>
<tr>
<td>457 JXGN GT CULVERT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>6794.35</td>
</tr>
<tr>
<td>460 PSRRS GRANT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>39021.36</td>
<td>39748.86</td>
</tr>
<tr>
<td>520 Cemetery</td>
<td>6315.00</td>
<td>6315.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>550 Parking Fund</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>4264.16</td>
</tr>
<tr>
<td>560 Sewer Fund</td>
<td>2827049.00</td>
<td>291452.00</td>
<td>0.00</td>
<td>107044.03</td>
<td>204824.91</td>
</tr>
<tr>
<td>561 WWTP UPGRADE</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>570 Sewer Particp</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>504.67</td>
</tr>
<tr>
<td>580 Water Fund</td>
<td>1618301.00</td>
<td>2099376.00</td>
<td>0.00</td>
<td>121992.65</td>
<td>1649743.04</td>
</tr>
<tr>
<td>650 Self-Insurance</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total of all FUNDS

<table>
<thead>
<tr>
<th>Annual Budget Orig.</th>
<th>Annual Budget Amended</th>
<th>Encumbrance Balance Actual</th>
<th>Current Actual</th>
<th>Year-to-Date Actual</th>
<th>Uncumbered Balance Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>9326773.00</td>
<td>9823388.00</td>
<td>0.00</td>
<td>657290.96</td>
<td>9038112.39</td>
<td>785275.61</td>
</tr>
</tbody>
</table>
# CITY OF JACKSON
## REVENUES

### SALES TAX RECEIPTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$40,900.00</td>
<td>$43,000.00</td>
<td>$55,700.00</td>
<td>$58,000.00</td>
<td>$95,176.96</td>
<td>$109,347.57</td>
</tr>
<tr>
<td>August</td>
<td>$54,500.00</td>
<td>$57,200.00</td>
<td>$74,100.00</td>
<td>$77,400.00</td>
<td>$51,586.01</td>
<td>$65,087.11</td>
</tr>
<tr>
<td>September</td>
<td>$55,765.08</td>
<td>$48,727.58</td>
<td>$78,036.84</td>
<td>$94,176.53</td>
<td>$84,374.23</td>
<td>$66,903.30</td>
</tr>
<tr>
<td>October</td>
<td>$40,500.00</td>
<td>$41,400.00</td>
<td>$57,500.00</td>
<td>$63,000.00</td>
<td>$104,953.96</td>
<td>$88,291.41</td>
</tr>
<tr>
<td>November</td>
<td>$54,000.00</td>
<td>$55,200.00</td>
<td>$76,500.00</td>
<td>$83,900.00</td>
<td>$53,306.86</td>
<td>$85,142.47</td>
</tr>
<tr>
<td>December</td>
<td>$50,007.04</td>
<td>$66,970.03</td>
<td>$105,861.56</td>
<td>$93,736.27</td>
<td>$90,093.57</td>
<td>$72,073.80</td>
</tr>
<tr>
<td>January</td>
<td>$42,000.00</td>
<td>$45,400.00</td>
<td>$66,000.00</td>
<td>$68,400.00</td>
<td>$105,563.39</td>
<td>$81,185.64</td>
</tr>
<tr>
<td>February</td>
<td>$56,000.00</td>
<td>$60,600.00</td>
<td>$88,000.00</td>
<td>$91,100.00</td>
<td>$60,463.51</td>
<td>$104,405.16</td>
</tr>
<tr>
<td>March</td>
<td>$53,959.43</td>
<td>$91,930.76</td>
<td>$85,430.28</td>
<td>$78,962.54</td>
<td>$82,954.55</td>
<td>$69,615.38</td>
</tr>
<tr>
<td>April</td>
<td>$37,000.00</td>
<td>$53,200.00</td>
<td>$57,300.00</td>
<td>$58,500.00</td>
<td>$95,852.04</td>
<td>$77,767.86</td>
</tr>
<tr>
<td>May</td>
<td>$49,400.00</td>
<td>$70,800.00</td>
<td>$76,500.00</td>
<td>$89,971.70</td>
<td>$78,519.77</td>
<td>$44,308.80</td>
</tr>
<tr>
<td>June</td>
<td>$71,166.10</td>
<td>$99,188.86</td>
<td>$71,728.35</td>
<td>$72,279.76</td>
<td>$71,546.19</td>
<td></td>
</tr>
</tbody>
</table>

#### TRIPLE FLIP SALES TAX

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$97,046.78</td>
<td>$32,644.64</td>
<td>$0.00</td>
</tr>
<tr>
<td>May</td>
<td>$97,046.79</td>
<td>$32,644.65</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Totals**

|       | 799,291.22 | 798,906.52 | 892,657.03 | 929,426.80 | 974,381.04 | 864,128.50 |

### TRANSIENT OCCUPANCY TAXES

<table>
<thead>
<tr>
<th>Quarter</th>
<th>2017/2018</th>
<th>ADDITIONAL 2% INCLUDED</th>
<th>2018/2019</th>
<th>ADDITIONAL 2% INCLUDED</th>
<th>2019/2020</th>
<th>ADDITIONAL 2% INCLUDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>132,926.75</td>
<td>26,585.35</td>
<td>154,871.82</td>
<td>30,974.36</td>
<td>143,671.89</td>
<td>28,734.38</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>102,607.69</td>
<td>20,521.54</td>
<td>138,010.76</td>
<td>27,602.15</td>
<td>179,589.86</td>
<td>35,917.97</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>101,684.41</td>
<td>20,336.88</td>
<td>135,348.14</td>
<td>27,069.63</td>
<td>99,970.40</td>
<td>19,994.08</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>132,560.75</td>
<td>26,512.15</td>
<td>165,880.21</td>
<td>33,176.04</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals**

|       | 469,779.60 | 93,955.92 | 594,110.93 | 118,822.19 | 423,232.15 | 84,646.43 |

6/18/2020
Resolution No. 2020-16

A Resolution of the City Council of the City of Jackson Adopting Fees and Amending Administrative Regulations Applicable to Water Service

WHEREAS, the City of Jackson (“City”) is a municipal corporation that operates a public water system that supplies water to residential, commercial, and industrial customers; and

WHEREAS, in 2018, the California Legislature adopted Senate Bill 998, which imposes new and expanded customer protections regarding discontinuance of residential water service for nonpayment and related matters; and

WHEREAS, California Health and Safety Code Section 116906 requires each urban and community water system, including the City, to have a written policy on discontinuance of residential service for nonpayment, and such written policy must address specified subjects required by law; and

WHEREAS, Jackson Municipal Code section 13.50.020 requires the City Council to adopt rates, fees, charges and administrative and operating regulations for providing water service from the Jackson water system; and

WHEREAS, the City Council desires to adopt the new water service fees and amend the Administrative Regulations Applicable to Water Service (“Regulations”) to reflect the updated fees, as set forth in Exhibits A and B attached hereto and incorporated by reference herein.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Jackson as follows:

SECTION 1. Recitals. The City Council hereby incorporates by reference the recitals of this Resolution.

SECTION 2. Water Service Fees. The City Council hereby adopts the fees for water service set forth in Exhibit A.

SECTION 3. Regulations. The City Council hereby adopts the Regulations set forth in Exhibit B.

SECTION 4. CEQA. The City’s adoption of the Regulations do not constitute a “project” for purposes of the California Environmental Quality Act (“CEQA”) because it does not have a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and also constitutes continuing administrative activities relating to water service. (State CEQA Guidelines, § 15378(a), (b)(2).) Further, even if the adoption of the regulations were to constitute a project for purposes of CEQA, it is exempt pursuant to State CEQA Guidelines section 15061(b)(3), on grounds it can be seen with certainty that the adoption of the regulations will not result in causing a significant effect on the environment.
SECTION 5. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Resolution, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 6. **Effective Date.** This Resolution shall take effect and be in full force and effect upon its adoption.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Jackson on this 22\textsuperscript{nd} day of June, 2020, by the following vote:

- **AYES:**
- **NOES:**
- **ABSENT:**
- **ABSTAIN:**

**CITY OF JACKSON**

______________________________
Robert Stimpson, Mayor

ATTEST:

______________________________
John Georgette, City Clerk
Resolution No. 2020-19

A Resolution of the City Council of the City of Jackson
Amending the 2019-20 Budget to Incorporate CDBG Fund
Activities as related to the Private Sewer Lateral Grant Program

WHEREAS, the City of Jackson participates in the US Department of Housing and Urban Development’s and California State Department of Housing’s Community Development Block Grant and the HOME program, and

WHEREAS, the City of Jackson, has obtained agreement from the State Department of Housing to utilize the fund to provide Housing Rehab programs including the Private Sewer lateral program; and

WHEREAS, the City has engaged Adams Ashby Group’s professional services to administrate the Program on behalf of the City; and

WHEREAS, the Program has been well received by the Community, and

WHEREAS, the City expects expenses and disbursement of funds as result of the Program implementation.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Jackson does hereby adopt the following amendments to the 2019/20 Budget:

1. The 2019/20 Budget is amended to incorporate the following expenditure planned to be funded with the fund balance and operational revenues by the CDBG Account revenues: Private Sewer Lateral Improvements.

2. The 2019-2020 Budget is amended as follows: Appropriate a total of $89,000 from Fund Balance and CDBG program Income as Revenues to fund the Private Sewer Lateral Improvements whose total estimated expenditure is $89,000.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Jackson on the 22nd day of June, 2020 by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN:
CITY OF JACKSON

Bob Stimpson, Mayor

Attest:

John Georgette, City Clerk
Resolution No. 2020-20

A Resolution of the City Council of the City of Jackson Intending to
Extend the Passage of the FY 20/21 Final Budget to
After July 1, 2020

WHEREAS, the City of Jackson, previously adopted its Final Budget for FY 19/20 on September 9, 2019; and

WHEREAS, FY 19/20 has seen more challenges than ever before, including the unprecedented COVID-19 Pandemic; and

WHEREAS, the City Council has been reviewing the FY 19/20 budget and analyzing the fiscal impacts of the Pandemic since April 2020; and

WHEREAS, in response to the Pandemic-induced revenue shortfalls and a potential recession, the City Council has met a number of times and considered a slew of cost-saving measures for the remainder of FY 19/20 and the upcoming FY 20/21; and

WHEREAS, the City Council is tentatively to adopt Resolution 2020-17 in late June authorizing those cost-saving modifications and future budget cuts; and

WHEREAS, the City Council is anticipating the preparation and passing of a Final Budget for FY 20/21 to be delayed until after July 1, 2020, and on or about September 14, 2020; and

WHEREAS, the City of Jackson, will publish the proposed FY 20/21 City Budget on the City Website; and

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Jackson does hereby extend the FY 19/20 Final Budget with modifications in response to COVID-19 changes to September 2020 or until the FY 20/21 Final Budget is passed.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 22\textsuperscript{nd} day of June, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF JACKSON

____________________________________
Robert Stimpson, Mayor

ATTEST:

____________________________________
John Georgette, City Clerk
Resolution No. 2020-21

A Resolution of the City Council of the City of Jackson Approving and Adopting the Conflict of Interest Code Pursuant to The Political Reform Act of 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Jackson (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") by Resolution dated September 22, 2014; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on June 22, 2020, at which all present were given an opportunity to be heard on the proposed Code.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Jackson as follows:

1. The City Council does hereby approve and adopt the Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours.

2. That the said Conflict of Interest Code shall become effective immediately upon adoption and approval.

3. That upon adoption and approval of the Conflict of Interest Code, all other previously adopted Conflict of Interest Codes shall be repealed.
PASSED, ADOPTED AND APPROVED by the City Council of the City of Jackson on this 22nd day of June, 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

CITY OF JACKSON

__________________________
Bob Stimpson, Mayor

ATTEST:

__________________________
John Georgette, City Clerk
CONFLICT OF INTEREST CODE
OF THE
CITY OF JACKSON

(Adopted September 10, 2018)

The Political Reform Act (Gov. Code Section 81000, et seq.) requires state and local agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulations and the attached Appendix designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Jackson (the City).

All officials and designated positions shall file their statements of economic interests with the City Clerk as the City's Filing Officer. The City Clerk shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The City Clerk shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section
53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)
APPENDIX

CONFLICT OF INTEREST CODE
OF THE
CITY OF JACKSON
(Adopted September 10, 2018)

PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code Regs. §18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments\(^1\). These positions are listed here for informational purposes only.

Finance Manager
Financial Consultant

\(^1\) Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.
DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<table>
<thead>
<tr>
<th>DESIGNATED POSITIONS</th>
<th>DISCLOSURE CATEGORIES ASSIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Official\Building Inspector</td>
<td>2, 3</td>
</tr>
<tr>
<td>Chief of Police</td>
<td>5</td>
</tr>
<tr>
<td>City Attorney (not filing under GC § 87200)</td>
<td>1, 2</td>
</tr>
<tr>
<td>City Engineer (ALL)</td>
<td>2, 3, 5, 6</td>
</tr>
<tr>
<td>City Planner</td>
<td>1, 2</td>
</tr>
<tr>
<td>Fire Chief</td>
<td>5</td>
</tr>
<tr>
<td>Police Captain</td>
<td>5</td>
</tr>
<tr>
<td>Superintendent of Public Works</td>
<td>5</td>
</tr>
<tr>
<td>Chief Plant Operator</td>
<td>5</td>
</tr>
</tbody>
</table>

MEMBERS OF BOARDS, COMMITTEES & COMMISSIONS

<table>
<thead>
<tr>
<th>Members</th>
<th>DISCLOSURE CATEGORIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessibility Board of Appeals</td>
<td>2, 3, 6</td>
</tr>
<tr>
<td>Design Review Committee</td>
<td>1, 2</td>
</tr>
<tr>
<td>Site Plan Review Committee</td>
<td>1, 2</td>
</tr>
<tr>
<td>Consultants and New Positions²</td>
<td></td>
</tr>
</tbody>
</table>

² Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs. 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)
PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests the designated position must disclose for each disclosure category to which he or she is assigned. Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

3 This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)
City of Jackson
Council Meeting Memorandum

Monday, June 22, 2020 - 7:00 PM Regular Meeting

To:                      Honorable Mayor and Members of the City Council
From:                    Susan M. Peters, City Planner; Yvonne Kimball, City Manager
Date:                    June 15, 2020

Agenda Item #6a:         Contract with De Novo Planning Group for the General Plan Update and Environmental Impact Report

**Recommendation:**

That the City Council review the attached proposal and authorize the City Manager to execute a Professional Services Agreement with De Novo Planning Group to update the City of Jackson General Plan and prepare the associated Environmental Impact Report.

**Background:**

A General Plan is perhaps one of the most important plans the City will conduct. It governs how Jackson shall grow and provides overarching guidelines for land development activities. While the City’s General Plan has been updated element by element in the past, it is in need of a comprehensive update. However, funding was an issue until last year.

Winter 2019 the City applied for and was awarded $160,000 SB 2 grant funds from the California Department of Housing and Community Development (HCD) to update the City’s General Plan and prepare the associated Environmental Impact Report. Once the contract with HCD was executed in March staff released a Request for Qualifications to solicit proposals from planning consulting firms. There was some interest in the project but because of the tight budget and short timeline for completion of the update only one firm was able to submit a proposal: De Novo Planning Group. While this consulting firm is new to City staff, the principal employees have worked on past City projects while employed with a different firm.

**Discussion:**

Attached for Council review and consideration is a Professional Services Agreement with De Novo Planning Group. Included with the contract is the proposed cost breakdown and project schedule. The overall budget is $150,000 of the SB2 money which will pay for the General Plan Update and EIR for the GP Elements of Land Use, Circulation, Open Space, Conservation and Noise. The GP Safety Element will be paid for by some of the Public Safety Power Shutoff (PSPS) Grant Program (allocation of $30,000 to Planning) and will be conducted by the selected firm. The Housing Element is not included in the proposed contract with De Novo Planning. Instead, it is proposed to be prepared separately with the County and other cities utilizing a
Regional Early Action Planning Grant (REAP). The REAP fund has a deadline until September 2021. The County is taking the lead on the Housing Element update and the REAP funding.

For the SB2 funding and the PSPS funding, the City Planner has recommended setting aside $10,000 from SB 2 and $5,000 from the total PSPS allocation for administration of the project.

The SB 2 Program requires the project be completed by June 30, 2022. The De Novo Planning Group expects to complete the project within 18 months from execution of the contract. The Update project includes an extensive public outreach process.

Staff is excited about the upcoming General Plan update. We recommend City Council award the GP Update Contract to De Novo and authorize the City Manager to execute Agreement.

Attachments:
Professional Service Agreement and Budget Table
CITY OF JACKSON
PROFESSIONAL SERVICES AGREEMENT
GENERAL PLAN UPDATE & EIR

This Agreement is made and entered into as of ___________, 2020 by and between the City of Jackson, a municipal corporation organized and operating under the laws of the State of California (“City”), and De Novo Planning Group a CORPORATION with its principal place of business at 1020 Suncast Lane, Suite 106, El Dorado Hills, CA 95762 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: City of Jackson General Plan 2021/2022 Update (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

   a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

   b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $175,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a
statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Time of Performance.**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **eighteen months.** The Notice to Proceed shall set forth the date of commencement of work.

6. **Delays in Performance.**

   a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. **Compliance with Law.**

   a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

   b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

   c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.
8. **Standard of Care**

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. **Assignment and Subconsultant**

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. **Independent Consultant**

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. **Insurance.** Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

   a. **Commercial General Liability**

      (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

      (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

          (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

      (iii) Commercial General Liability Insurance must include coverage for the following:

          (1) Bodily Injury and Property Damage
          (2) Personal Injury/Advertising Injury
          (3) Premises/Operations Liability
          (4) Products/Completed Operations Liability
          (5) Aggregate Limits that Apply per Project
(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the
“Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

   (i) The following insurance limits are required for the Agreement:

   Combined Single Limit

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence / $2,000,000 aggregate for bodily injury, personal injury, and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence for bodily injury and property damage</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claim and aggregate (errors and omissions)</td>
</tr>
</tbody>
</table>

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly
authorized officer, agent, or qualified representative of the insurer and shall certify the names of
the insured, any additional insureds, where appropriate, the type and amount of the insurance, the
location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior
written notice of cancellation of any policy required by this Agreement, except that the Consultant
shall provide at least ten (10) days prior written notice of cancellation of any such policy due to
non-payment of premium. If any of the required coverage is cancelled or expires during the term
of this Agreement, the Consultant shall deliver renewal certificate(s) including the General
Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective
date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy
shall each contain a provision stating that Consultant’s policy is primary insurance and that any
insurance, self-insurance or other coverage maintained by the City or any named insureds shall
not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the
effective date of this Agreement. Consultant shall maintain such coverage continuously for a
period of at least three years after the completion of the work under this Agreement. Consultant
shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past
the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the
policy is replaced by another claims-made policy with a retroactive date subsequent to the
effective date of this Agreement.

(iv) All required insurance coverages, except for the professional
liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its
officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or
others providing insurance evidence in compliance with these specifications to waive their right
of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and
shall require similar written express waivers and insurance clauses from each of its
subconsultants.

(v) The limits set forth herein shall apply separately to each insured
against whom claims are made or suits are brought, except with respect to the limits of liability.
Further the limits set forth herein shall not be construed to relieve the Consultant from liability in
excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the City
and shall not preclude the City from taking such other actions available to the City under other
provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance
companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with
a current A.M. Best's rating of no less than A:VII and admitted to transact in the business
of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code
Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City’s choosing and at Consultant’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.


a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be
amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Amador, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign Lindsey Van Parys as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.
20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Jackson
33 Broadway
Jackson, CA 95642
Attn: City Manager

CONSULTANT:
De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
Attn: Ben Ritchie

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.


Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.
25. **Successors and Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. **Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. **Time of Essence**

Time is of the essence for each and every provision of this Agreement.

28. **City’s Right to Employ Other Consultants**

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF JACKSON AND GHD

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF JACKSON

By: __________________________
Yvonne Kimball
City Manager

De Novo Planning Group

By: __________________________
Its: __________________________
Printed Name:___________________

ATTEST:

By: __________________________
Administrative Assistant
EXHIBIT A

Scope of Services
## Jackson General Plan Update Project Budget June 2, 2020

### Scope of Services

<table>
<thead>
<tr>
<th>Task/Activity</th>
<th>Project Manager/Principal Planner</th>
<th>Senior Planner</th>
<th>Associate Planner</th>
<th>GIS/Geographics</th>
<th>De Novo Subtotal</th>
<th>Traffic</th>
<th>Noise</th>
<th>Direct Costs</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>hours</td>
<td>$150</td>
<td>hours</td>
<td>$120</td>
<td>hours</td>
<td>$105</td>
<td>hours</td>
<td>$85</td>
<td>$</td>
</tr>
<tr>
<td><strong>GENERAL PLAN UPDATE (Excludes Safety Element)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1: Project Initiation/Data Collection</td>
<td>6</td>
<td>$900</td>
<td>4</td>
<td>$480</td>
<td>2</td>
<td>$240</td>
<td>4</td>
<td>$340</td>
<td>22</td>
</tr>
<tr>
<td>Task 2: Community Participation Program</td>
<td>35</td>
<td>$4,050</td>
<td>30</td>
<td>$3,600</td>
<td>25</td>
<td>$2,100</td>
<td>8</td>
<td>$800</td>
<td>88</td>
</tr>
<tr>
<td>Task 3: Existing Conditions Report</td>
<td>24</td>
<td>$3,600</td>
<td>24</td>
<td>$2,160</td>
<td>10</td>
<td>$1,000</td>
<td>24</td>
<td>$2,040</td>
<td>188</td>
</tr>
<tr>
<td>Task 4: Draft General Plan</td>
<td>40</td>
<td>$6,000</td>
<td>60</td>
<td>$7,200</td>
<td>82</td>
<td>$5,640</td>
<td>40</td>
<td>$3,400</td>
<td>162</td>
</tr>
<tr>
<td>Task 4a: Final General Plan</td>
<td>12</td>
<td>$1,800</td>
<td>24</td>
<td>$2,880</td>
<td>4</td>
<td>$420</td>
<td>6</td>
<td>$340</td>
<td>46</td>
</tr>
<tr>
<td>Meetings and Project Management</td>
<td>32</td>
<td>$4,680</td>
<td>8</td>
<td>$680</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>40</td>
</tr>
<tr>
<td><strong>GENERAL PLAN SUBTOTAL</strong></td>
<td>144</td>
<td>$21,600</td>
<td>166</td>
<td>$19,930</td>
<td>184</td>
<td>$19,320</td>
<td>82</td>
<td>$9,770</td>
<td>576</td>
</tr>
<tr>
<td><strong>ENVIRONMENTAL IMPACT REPORT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EIR Project Initiation (Kick-off, NOP, Scoping)</td>
<td>2</td>
<td>$100</td>
<td>8</td>
<td>$960</td>
<td>8</td>
<td>$840</td>
<td>4</td>
<td>$340</td>
<td>22</td>
</tr>
<tr>
<td>Draft/Environmental Impact Report</td>
<td>30</td>
<td>$4,500</td>
<td>95</td>
<td>$8,600</td>
<td>66</td>
<td>$6,300</td>
<td>8</td>
<td>$680</td>
<td>162</td>
</tr>
<tr>
<td>Final Environmental Impact Report</td>
<td>16</td>
<td>$1,500</td>
<td>16</td>
<td>$1,920</td>
<td>6</td>
<td>$630</td>
<td>0</td>
<td>$0</td>
<td>32</td>
</tr>
<tr>
<td>MWP and CEQA Findings</td>
<td>4</td>
<td>$600</td>
<td>4</td>
<td>$480</td>
<td>6</td>
<td>$630</td>
<td>0</td>
<td>$0</td>
<td>14</td>
</tr>
<tr>
<td><strong>EIR SUBTOTAL</strong></td>
<td>46</td>
<td>$5,900</td>
<td>83</td>
<td>$9,990</td>
<td>86</td>
<td>$9,400</td>
<td>12</td>
<td>$1,020</td>
<td>221</td>
</tr>
<tr>
<td><strong>SAFETY ELEMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Element Preparation</td>
<td>48</td>
<td>$7,280</td>
<td>60</td>
<td>$7,200</td>
<td>102</td>
<td>$10,500</td>
<td>0</td>
<td>$0</td>
<td>208</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>238</td>
<td>$35,780</td>
<td>308</td>
<td>$37,980</td>
<td>364</td>
<td>$30,230</td>
<td>94</td>
<td>$7,990</td>
<td>787</td>
</tr>
<tr>
<td><strong>TOTAL FEE</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
<td><strong>$175,000</strong></td>
</tr>
</tbody>
</table>

De Novo reserves the right to shift and reallocate budget between tasks and team members, provided that the total project budget does not increase.

In order to keep costs down, printed hard copies will be kept to a minimum.

See supplemental subconsultant budgets at the end of this proposal for hourly rates of our subteam.
EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a
detained progress report that indicates the amount of budget spent on each task. Consultant will
inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-
materials contract with a not to exceed budget of $175,000.
City of Jackson
Council Meeting Memorandum

Monday, June 22, 2020 – 7:00 PM City Council Meeting

To: Honorable Mayor and Members of the City Council

From: Yvonne Kimball, City Manager

Date submitted: June 9, 2020

Agenda Item #6b: Resolution No. 2020-22 Authorization of the City Manager to Execute an Option Agreement with Rohnert Park regarding Sale of the Rule 20 PG&E Credit

Recommendation:

That the City Council authorize the City Manager to execute an agreement to collect upfront option fee of $10,961 and transfer of up to $219,220 Rule 20 PG&E underground utility credit.

Summary and Discussion:

The PG&E Rule 20 program is designed to fund undergrounding of overhead utilities. The credits are earned annually based on criteria including population and power usage.

Although the fund is in the format of a dollar amount, it is held by PG&E. Jackson has a balance of $348,391 as of today. Since Jackson does not have an eligible “underground” utility project, the credits have not been used. However, the program allows trading of the credits among agencies.

Jackson has been approached by other cities in the past to trade credits. Recently, Rohnert Park approached us and would like to purchase some credits. The City of Rohnert Park would like to purchase up to $219,220 at a price of $0.35 per $1.00; i.e. Rohnert Park will pay up to $76,727 for the $219,220 credits that are held under PG&E’s Rule 20 account. Additionally, upon negotiation, Rohnert Park agreed to pay Jackson a one-time non-refundable “Option Fee” of $10,961 to ensure Jackson’s commitment to Rohnert Park. In the event that Rohnert Park does not need all or any of the $219,220 credits, Jackson still keeps the Option Fee. In the event Rohnert Park needs the credits, Jackson will receive the agreed upon $76,727 in exchange of the credits transfer.

The attached Option Agreement outlines the above arrangements. This option fee and the purchasing fee will be paid to Jackson directly and can be added to the General Fund where the budget is the tightest. The City of Rohnert Park is very appreciative of the City of Jackson’s assistance to the East Cotati Avenue project which the city has been planning for years.
Staff recommends that Council authorize the City Manager to enter into the Option Agreement with Rohnert Park. Should Council reject this agreement, the credit will remain in the PG&E account for Jackson and continue to change. Unfortunately, the amount of Rule 20 credits available to Jackson are not nearly enough for any tangible underground utility work due to high cost of such work. For instance, the Rohnert Park’s project is projected at $2.5 million for a portion of the roadway measuring 0.29. Further, a small amount of the available credits is subject to be removed from Jackson to cover projects elsewhere; Jackson’s credits are likely to shrink if we have no eligible project.

*Attachments:*
*Resolution and Rule 20A Credit Option Agreement with the City of Rohnert Park*
Resolution No. 2020-22

A Resolution of the City Council of the City of Jackson
Authorizing the City Manager to Execute the Rule 20A Credit Sale Option Agreement with the City of Rohnert Park

WHEREAS, electric utilities collect and annually allocate credits to communities to underground overhead electric facilities, commonly referred to as Rule 20A Work Credits; and

WHEREAS, Rule 20A Work Credits allocated to each jurisdiction may be utilized for utility undergrounding projects within the jurisdiction’s boundaries or sold or traded to other eligible jurisdictions for utility undergrounding projects within their boundaries; and

WHEREAS, Rohnert Park is actively planning one or more projects to underground overhead electric facilities that qualify for the application of Rule 20A Work Credits ("East Cotati Avenue Project"); and

WHEREAS, Rohnert Park desires to obtain an additional allocation of Rule 20A Work Credits to finance such Projects; and

WHEREAS, Pacific Gas & Electric Company ("PG&E") currently has designated and dedicated a balance of $348,391 in Rule 20A Work Credits for the benefit of Jackson ("Jackson CITY Allocation") and Jackson has no active projects for which to commit the JACKSON CITY Allocation; and

WHEREAS, Rohnert Park desires to enter into the Option Agreement (Exhibit A) with Jackson for the Rule 20A credits, and Rohnert Park desires to pay an option fee and a purchase price to Jackson for the desired Rule 20A credits, and

WHEREAS, Rohnert Park desires to acquire the Jackson CITY Allocation to use in connection with the Projects, and Jackson desires to hold and transfer up to $219,220 of the Jackson CITY Allocation for a fee by December 31, 2020 to Rohnert Park to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the Jackson CITY Allocation.

NOW THEREFORE, the City Council of the City of Jackson does hereby resolve to authorize the City Manager enter into the Option Agreement with the City of Rohnert Park.
The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 22nd day of June 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

CITY OF JACKSON  

__________________________  
Robert Stimpson, Mayor  

ATTEST:  

__________________________  
John Georgette, City Clerk
This Option Agreement Regarding Purchase of Rule 20A Credits (“Option Agreement”) is entered into the 23rd day of June, 2020 (“Effective Date”), by and between the City of Jackson (“Jackson”) and the City of Rohnert Park (“Rohnert Park”). Jackson and Rohnert Park are sometimes individually referred to herein as "Party" and collectively as "Parties".

RECITALS

A. Electric Utilities collect and annually allocate credits to communities to convert overhead electric facilities to underground electric facilities. (These credits are commonly referred to as Rule 20A Credits). The amount of said credits allocated by Pacific Gas and Electric Company (PG&E) to Jackson is hereafter referred to as the "Jackson Allocation".

B. Rohnert Park hereby represents that it is eligible to use Rule 20A Credits and has the East Cotati 20A Project (Project) planned which can utilize Rule 20A Credits. Rohnert Park desires to obtain to an option to purchase Rule 20A credits from Jackson for the Project in accordance with the terms herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration specified in this Option Agreement, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. DEFINITIONS. For the purpose of this Option Agreement, the following terms have the following meanings:

   a. "Option Fee" shall mean the total sum of $10,961;
b. "Option Term" shall mean that period of time commencing on the Effective Date and ending on or before December 31, 2020;

c. "Option Exercise Date" shall mean that date, within the Option Term, upon which Rohnert Park sends notice to Jackson exercising its Option to Purchase;

2. For and in consideration of the Option Fee payable to Jackson as set forth herein, Jackson does hereby grant to Rohnert Park the exclusive right and option ("Option to Purchase") to purchase the Rule 20A Credits as specified in this Option Agreement. Rohnert Park agrees to pay Jackson the Option Fee within 10 business days of Effective Date or the execution of the Option Agreement by both Parties, whichever is later.

3. Rohnert Park may exercise its Option to Purchase at any time during the Option Term, by giving providing notice thereof to Jackson. The date of sending of said notice shall be the Option Exercise Date. In the event the Rohnert Park does not exercise its Option to Purchase granted by this Option Agreement during the Option Term, Jackson shall be entitled to retain the Option Fee, and this agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Option Agreement.

4. Upon exercise of the Option to Purchase by Rohnert Park during the Option Term, Jackson agrees to sell, assign, and transfer to Rohnert Park, its rights and interests in an amount of credits selected by Rohnert Park not exceeding $219,220 of Rule 20A Credits, from the Jackson Allocation, and Rohnert Park agrees to purchase such Rule 20A Credits at a purchase price of $0.35 per $1.00 of Rule 20A Credit, in accordance with the terms of this Option Agreement. As part of exercising the Option to Purchase, Rohnert Park shall include in its notice the total number of Rule 20A Credits desired for purchase, up to and including $219,220 of Rule 20A Credits, and the total amount of purchase funds required to complete such purchase at a purchase price of $0.35 per $1.00 Rule 20A Credit (the “Acquisition Price”).

5. Within five (5) business days of the Option Exercise Date, Rohnert Park shall make a payment to Jackson of the Acquisition Price in full. The Acquisition Price shall be made in immediately available funds via check or wire transfer to an account designed by Jackson. The Acquisition Price shall constitute full consideration for the transfer and
assignment of the Rule 20A Credits from the Jackson Allocation.

6. Within five (5) business days of Jackson's receipt of the Acquisition Price, Jackson shall deliver a written request to PG&E, with a copy to Rohnert Park, making a formal request to transfer and assign the Rule 20A Credits contained in the Jackson Allocation to and for the benefit of Rohnert Park. Jackson shall cooperate in good faith with Rohnert Park to provide any additional documentation or information that is reasonably requested by PG&E to complete the transfer. In the event that PG&E is unable to complete the transfer, Jackson shall return the Acquisition Price funds to Rohnert Park within ten (10) business days of PG&E’s notification to Jackson, or Rohnert Park's demand for return of the Acquisition Price, whichever first occurs.

7. Rohnert Park acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the Jackson Allocation for use by Rohnert Park and that Jackson has not made any representation or warranty to Rohnert Park with respect to same. The actual use of the Rule 20A Credits by Rohnert Park shall be subject to the rules and procedures adopted by PG&E, the California Public Utilities Commission, and such other conditions or requirements as are set forth in the Public Utilities Code.

8. In the event that either Party is in breach of its obligations as set forth in this Option Agreement, then the non-defaulting Party shall have the right to terminate this Option Agreement on ten (10) business days' written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting party may exercise any right or remedy which it may have under applicable law.

9. All notices to be given pursuant to this Option Agreement shall be delivered by email, by U.S. mail, or by commercial overnight delivery and shall be effective upon receipt, except for notice of Rohnert Park’s Option to Purchase shall be deemed effective upon depositing such notice in the mail, or if delivered by email, upon transmission. All notices shall be sent and addressed to the representative of the Party that signs this Option Agreement on behalf of the Party, and may be sent as follows:
To Jackson:        Yvonne Kimball, City Manager
                  33 Broadway
                  Jackson, CA 95642
                  ykimball@ci.jackson.ca.us

To Rohnert Park:  Darrin Jenkins, City Manager
                  130 Avram Drive
                  Rohnert Park, CA 94928
                  djenkins@rpcity.org

10. This Option Agreement shall be governed and construed in accordance with the laws of the State of California, and any action brought relating to this Option Agreement shall be adjudicated in a court of competent jurisdiction in the County of Sonoma.

11. Each party shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

12. A waiver by either party of any breach of any term, covenant, or conditions contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

13. The terms of this Option Agreement shall be considered a jointly-drafted product, to construed in accordance with the plain meaning of the language used, and shall not be construed for or against either Party by reason of the authorship of the Option Agreement or any similar rule of construction which might otherwise apply.

14. If any term or portion of this Option Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Option Agreement shall continue in full force and effect.
15. In the event of any dispute or legal action arising under this Option Agreement, each party shall bear its own attorney's fees.

16. This Option Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Jackson and Rohnert Park have executed this Option Agreement as of the Effective Date noted above.

City of Jackson

________________________________________

Yvonne Kimball, City Manager

ATTEST:

________________________________________

John Georgette, City Clerk

APPROVED AS TO FORM:

________________________________________

Josh Nelson, City Attorney

City of Rohnert Park

________________________________________

Darrin Jenkins, City Manager

ATTEST:

________________________________________

JoAnne M. Buergler, City Clerk

APPROVED AS TO FORM:

________________________________________

Michelle Marchetta Kenyon, City Attorney
City of Jackson  
Council Meeting Memorandum  

Monday, June 22, 2020 - 7:00 PM Regular Meeting  

To: Honorable Mayor and Members of the City Council  

From: Yvonne Kimball, City Manager  

Date submitted: June 15, 2020  

Agenda Item #6c: Possible Adoption of Ordinance No. 715 Protection of Critical Infrastructure and Wildfire Risk Areas  

Recommendation:  

That City Council adopt of Ordinance No. 715.  

Summary and Discussion:  

Concerned with the safety and welfare of the residents and the critical infrastructure, Mayor and Vice Mayor suggested staff looking into an ordinance that is similar to a new ordinance adopted by another valley city which intended to protect critical infrastructure such as the river levee.  

Ordinance No. 715 was initially presented to the Council at the April 27th meeting for introduction and discussion. This ordinance will ban activities that could potentially damage critical infrastructure or camping in the wildfire risk area, including the Oro De Amador property. Council directed staff to come up with a specific list identifying critical infrastructure. All departments met and decided on the following list after thoughtful debates:  

- City Hall / Police Station / Civic Center  
- Civic Center upper and lower parking lot  
- Fire Stations  
- Public Works Corporation Yard  
- Sewer Treatment Plant  
- Water Reservoir  
- Water Storage Tanks  
- Bridges  
- Sewer Lift Stations  
- Water Booster Stations  

Staff recommends adoption of Ordinance No. 715.  

Attachment: Ordinance No. 715 (proposed)
Ordinance No. 715

An Ordinance of the City Council of the City of Jackson
Adding Chapter 8.32 to the Jackson Municipal Code relating to
Protection of Critical Infrastructure and Wildfire Risk Areas

WHEREAS, the City of Jackson (“City”) is empowered by California Constitution Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, a principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including communication, water, and waste disposal; and

WHEREAS, destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, obstructed access, or other causes, and often by persons whose activities are not permitted or authorized in, on, or near critical infrastructure; and

WHEREAS, the City desires to mitigate the threat of fire and other potential causes of destruction and damage to and interference with, critical infrastructure and wildfire risk areas and similarly sensitive areas, in order to protect the health, safety, and welfare of the public, by authorizing the removal of persons and their personal property in, on, or near those areas.

The City Council of the City of Jackson does ordain as follows:

SECTION 1. Recitals. The City Council hereby incorporates by reference the recitals of this Ordinance.

SECTION 2. Chapter 8.32 is hereby added to the Jackson Municipal Code to read in full as follows:

“Chapter 8.32 PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS

8.32.010 Findings and purpose. The City Council finds as follows: (1) a principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including communication, water, and waste disposal; (2) destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes; and (3) destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.
The purpose of this chapter to mitigate the threat of fire and other potential causes of destruction and damage to and interference with, critical infrastructure, in order to protect the health, safety, and welfare of the public, by authorizing the removal of persons and their personal property in, on, or near critical infrastructure.

8.32.020 Definitions. When used in this chapter, the following words and phrases have the following meanings:

A. “Camp” has the same meaning as in section 8.28.020.

B. “Camp facilities” has the same meaning as in section 8.28.020.

C. “Camp paraphernalia” has the same meaning as in section 8.28.020.

D. “Critical infrastructure” means real property or a facility, whether privately or publicly owned, that the city manager designates as being so vital and integral to the operation or functioning of the city or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. “Facility” means a building, structure, equipment, system, or asset.

F. “Fire prevention official” means the fire chief, the fire marshal, or a fire prevention officer.

G. “Garbage” has the same meaning as in section 8.04.020.

H. “Hazardous waste” has the same meaning as in California Public Resources Code section 40141.

I. “Infectious waste” has the same meaning as in California Code of Regulations, title 14, section 17225.36.

J. “Refuse” has the same meaning as in section 8.04.020.

K. “Solid waste or wastes” has the same meaning as in section 8.04.020.

L. “Wildfire risk area” has the same meaning as in California Code of Regulations, title 24, part 9, section 202.
8.32.030 Prohibited activities.

A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia at the following locations:

1. Critical infrastructure;
2. Within 25 feet of critical infrastructure;
3. Within 25 feet of a vehicular or pedestrian entrance or exit of critical infrastructure;
4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or
5. Wildfire risk area.

B. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in the following locations without the written consent of the owner, except as otherwise provided by resolution of the city council:

1. Critical infrastructure;
2. Within 25 feet of critical infrastructure;
3. Within 25 feet of a vehicular or pedestrian entrance or exit of critical infrastructure;
4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or
5. Wildfire risk area.

C. It is not intended by this section to prohibit overnight camping on private residential property by friends or family of the property owner, so long as the owner consents and the overnight camping is limited to the period specified in section 8.28.050.

D. Nothing in this chapter is intended to prohibit or make unlawful the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and nothing is intended to
prohibit or make unlawful the activities of a property owner or other lawful user if such activities are expressly authorized by title 17 or other laws, ordinances, and regulations.

8.32.040 Summary abatement.

A. Any violation of section 8.32.030 may be immediately abated by the city without prior notice.

B. Abatement pursuant to subsection A may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, infectious waste, junk, or refuse; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.

C. Regardless of the city’s authority to conduct abatement pursuant to this section, every owner, occupant, or lessee of real property, and every holder of any interest in real property, is required to maintain the property in compliance with local, state, and federal law; and is liable for violations thereof.

D. The cost of abatement, including all administrative costs of any action taken hereunder, may be assessed against the subject premises as a lien, made a personal obligation of the owner, or both, in accordance with procedures in section 8.16.090.

8.32.050 Interference with summary abatement. No person shall willfully prevent, delay, resist, obstruct, or otherwise interfere with a city official, employee, contractor, or volunteer in their execution of an abatement pursuant to this chapter.

8.32.060 Violation—Penalty.

A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal, civil, and administrative penalties pursuant to chapters 1.20 and 1.22.

B. Violations of this chapter are hereby declared to be a public nuisance.

C. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter."

SECTION 3. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision,
paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 4. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall publish or post the Ordinance as required by law.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force and effect thirty (30) days from and after the date of its final passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Jackson this 22nd day of June, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF JACKSON

________________________
Robert Stimpson, Mayor

ATTEST: APPROVED AS TO FORM:

________________________
John Georgette, City Clerk

________________________
Joshua Nelson, City Attorney
City of Jackson  
Council Meeting Memorandum  
Monday, June 22, 2020 – 7:00 PM City Council Meeting  

To: Honorable Mayor and Members of the City Council  
From: Yvonne Kimball, City Manager  
Date submitted: June 17, 2020  
Agenda Item #6d: FY 19/20 Budget Review / April data & May data  

Recommendation:  
That the City Council review the reports.  

Summary and Discussion:  
Enclosed are Revenue and Expenditure reports as of April and May. The projections are looking better than March’s.  

In the General Fund, the property tax has exceeded the original budget projection. The sales tax and the TOT Franchise taxes are not going to meet the original projections. Vehicle license and gas taxes are likely to meet the original projections. In March, I have projected a General Fund deficit of $392,736 at the end of FY 19/20. Based on April data, I am projecting a deficit of $347,136. Now based on May’s data, I’m projecting a deficit of $240,803.  

My projections for other funds are improved as well. Both Sewer Fund and Water Fund should collect the originally projected revenues. Measure M, is sales tax based and is projected to see less of a deficit than March’s projection.  

Additionally, some of the cost-saving measures we put in place helped with the overall improvement as well. The Cost saving measures we discussed are still necessary.  

Attachments:  
April reports-  
- All Fund Status Reports as of April 30 2020 and GF revenue projections;  
May reports-  
- All Fund Status Reports as of May 30 2020 and GF revenue projections;  
City of Jackson
FY 19/20 Status Report (by fund) as of APR 30, 2020

17% of the year remains.

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADMITTED BUDGET</strong></td>
<td><strong>YTD AS OF 4/30/2020</strong></td>
</tr>
<tr>
<td><strong>AS OF BALANCE</strong></td>
<td><strong>%</strong></td>
</tr>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td>$4,058,831</td>
</tr>
<tr>
<td><strong>MEASURE M</strong></td>
<td>$550,000</td>
</tr>
<tr>
<td><strong>SEWER</strong></td>
<td>$2,700,569</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td>$1,793,679</td>
</tr>
<tr>
<td><strong>POOL</strong></td>
<td>$46,600</td>
</tr>
</tbody>
</table>

**TOTAL DIFF** | $-359,988 | $-352,332 |

**GF MAJOR REVENUES**

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>PROJECT</th>
<th>DIFF</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALES &amp; USE TAX</strong></td>
<td>$940,000</td>
<td>$710,472</td>
</tr>
<tr>
<td><strong>TDT</strong></td>
<td>$660,000</td>
<td>$405,029</td>
</tr>
<tr>
<td><strong>FRANCHISE TAXES</strong></td>
<td>$165,000</td>
<td>$142,505</td>
</tr>
<tr>
<td><strong>BUSINESS LICENSES</strong></td>
<td>$60,000</td>
<td>$57,000</td>
</tr>
<tr>
<td><strong>BUS. LIC. APP FEE</strong></td>
<td>$12,000</td>
<td>$9,822</td>
</tr>
<tr>
<td><strong>MOTOR VEH LIC</strong></td>
<td>$381,000</td>
<td>$205,354</td>
</tr>
<tr>
<td><strong>GAS TAXES</strong></td>
<td>$120,000</td>
<td>$88,000</td>
</tr>
<tr>
<td><strong>RENTAL CIVIC CENTER</strong></td>
<td>$6,000</td>
<td>$2,190</td>
</tr>
<tr>
<td><strong>LIVE SCAN</strong></td>
<td>$10,000</td>
<td>$16,000</td>
</tr>
<tr>
<td><strong>BUILDING PER&amp;INSPE</strong></td>
<td>$187,000</td>
<td>$261,582</td>
</tr>
<tr>
<td><strong>PROP TAXES</strong></td>
<td>$460,000</td>
<td>$895,417</td>
</tr>
<tr>
<td><strong>MICS HOMELESS GRANTS</strong></td>
<td>$0</td>
<td>$14,000</td>
</tr>
</tbody>
</table>

**TOTAL DIFF** | $-359,988 | $-352,332 |

**Including SAFER grant contribution which is not up to date**
# City of Jackson

## General Fund Status Report for Expenses as of APR. 30, 2020

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>APDOTED BUDGET</td>
<td>YTD AS OF 4/30/2020</td>
<td>BALANCE REMAINING</td>
<td>% REMAINING</td>
<td>COVID PROJ. YE</td>
</tr>
<tr>
<td>CITY COUNCIL</td>
<td>$197,615</td>
<td>$139,607</td>
<td>$58,008</td>
<td>29%</td>
<td>$176,615</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td>$875,831</td>
<td>$759,226</td>
<td>$116,605</td>
<td>13%</td>
<td>$905,831</td>
</tr>
<tr>
<td>LEGAL SERVICES</td>
<td>$42,000</td>
<td>$37,485</td>
<td>$4,515</td>
<td>11%</td>
<td>$45,000</td>
</tr>
<tr>
<td>CIVIC CENTER</td>
<td>$44,533</td>
<td>$46,681</td>
<td>-$2,148</td>
<td>-5%</td>
<td>$44,533</td>
</tr>
<tr>
<td>FIRE</td>
<td>$330,749</td>
<td>$225,894</td>
<td>$104,855</td>
<td>32%</td>
<td>$330,749</td>
</tr>
<tr>
<td>POLICE***</td>
<td>$1,782,520</td>
<td>$1,464,601</td>
<td>$317,919</td>
<td>18%</td>
<td>$1,780,520</td>
</tr>
<tr>
<td>STREETS</td>
<td>$414,556</td>
<td>$316,150</td>
<td>$98,406</td>
<td>24%</td>
<td>$414,556</td>
</tr>
<tr>
<td>BUILDING</td>
<td>$146,500</td>
<td>$130,139</td>
<td>$16,361</td>
<td>11%</td>
<td>$146,500</td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>$16,000</td>
<td>$6,794</td>
<td>$9,206</td>
<td>58%</td>
<td>$4,000</td>
</tr>
<tr>
<td>PLANNING</td>
<td>$53,000</td>
<td>$39,702</td>
<td>$13,298</td>
<td>25%</td>
<td>$45,000</td>
</tr>
<tr>
<td>PARKS (&amp; CEMETERY)</td>
<td>$155,275</td>
<td>$132,659</td>
<td>$22,616</td>
<td>15%</td>
<td>$153,275</td>
</tr>
<tr>
<td>TOTAL EXPENSES</td>
<td>$4,058,579</td>
<td>$3,298,938</td>
<td>$759,641</td>
<td>$4,046,579</td>
<td></td>
</tr>
<tr>
<td>REV PROJ</td>
<td>$4,058,579</td>
<td>$3,298,938</td>
<td></td>
<td>$3,698,843</td>
<td></td>
</tr>
<tr>
<td>DEFICIT (REVv.EXP)</td>
<td>$0</td>
<td></td>
<td></td>
<td>-$347,736</td>
<td></td>
</tr>
</tbody>
</table>

* CURRENT ACTIONS: SUSPEND NON-ESSENTIAL SPENDINGS

* CITY INS. PAID?

***including CIP - LIVESCAN Machine; city hall server; NO TAKE HOME VEHICLES
City of Jackson
FY 19/20 Status Report (by fund) as of MAY 31, 2020

8% of the year remains.

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADPOTED</td>
<td>YTD AS OF</td>
</tr>
<tr>
<td>BUDGET</td>
<td>5/31/2020</td>
</tr>
<tr>
<td>General Fund</td>
<td>$4,058,831</td>
</tr>
<tr>
<td>Measure M</td>
<td>$550,000</td>
</tr>
<tr>
<td>Sewer</td>
<td>$2,700,569</td>
</tr>
<tr>
<td>Water</td>
<td>$1,793,679</td>
</tr>
<tr>
<td>Pool</td>
<td>$46,600</td>
</tr>
</tbody>
</table>

**Including SAFER grant contribution which is not up to date**

GF MAJOR REVENUES

<table>
<thead>
<tr>
<th>FY 19/20 BUDGET</th>
<th>YTD AS OF 05/31/2020</th>
<th>PROJECTION 19/20 YE</th>
<th>DIFF</th>
<th>PROJECTION FY 20/21</th>
<th>DIFF FR. FY19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALES &amp; USE TAX</td>
<td>$940,000</td>
<td>$689,694</td>
<td>$872,000</td>
<td>-$68,000</td>
<td>$82,000</td>
</tr>
<tr>
<td>TOT</td>
<td>$660,000</td>
<td>$405,844</td>
<td>$410,000</td>
<td>-$250,000</td>
<td>RESTRICTED $82,000</td>
</tr>
<tr>
<td>FRANCHISE TAXES</td>
<td>$165,000</td>
<td>$142,192</td>
<td>$150,000</td>
<td>-$15,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>BUSINESS LICENSES</td>
<td>$60,000</td>
<td>$58,248</td>
<td>$57,000</td>
<td>-$3,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>BUS. LIC. APP FEE</td>
<td>$12,000</td>
<td>$9,972</td>
<td>$9,822</td>
<td>-$178</td>
<td>$6,000</td>
</tr>
<tr>
<td>MOTOR VEH LIC</td>
<td>$381,000</td>
<td>$406,933</td>
<td>$406,933</td>
<td>$25,333</td>
<td>$381,000</td>
</tr>
<tr>
<td>GAS TAXES</td>
<td>$120,000</td>
<td>$110,000</td>
<td>$110,000</td>
<td>-$10,000</td>
<td>$112,668</td>
</tr>
<tr>
<td>RENTAL CIVIC CENTER</td>
<td>$6,000</td>
<td>$2,190</td>
<td>$2,190</td>
<td>-$3,810</td>
<td>$0</td>
</tr>
<tr>
<td>LIVE SCAN</td>
<td>$13,000</td>
<td>$7,288</td>
<td>$8,000</td>
<td>-$5,000</td>
<td>$16,000</td>
</tr>
<tr>
<td>BUILDING PER&amp;INSP</td>
<td>$197,000</td>
<td>$271,419</td>
<td>$265,000</td>
<td>$65,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>PROP TAXES</td>
<td>$860,000</td>
<td>$895,437</td>
<td>$895,000</td>
<td>$35,000</td>
<td>NO CHANGE SINCE APRIL</td>
</tr>
<tr>
<td>MICS HOMELESS GRANTS</td>
<td>$0</td>
<td>$14,000</td>
<td>$14,000</td>
<td>$0</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**TOTAL REV DIFF** | **-$228,055** | **-$248,332**
# City of Jackson

## General Fund Status Report for Expenses as of MAY 31, 2020

* MAY REV INFO BETTER THAN APRIL’S; EXP WORSE; OVERALL LESS DEFICITS

### EXPENSES

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>ADPOTED BUDGET</th>
<th>YTD AS OF 5/31/2020</th>
<th>BALANCE REMAINING % COVID PROJ.</th>
<th>REMAINING</th>
<th>YE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY COUNCIL</td>
<td>$197,615</td>
<td>$146,390</td>
<td>$51,225</td>
<td>26%</td>
<td>$176,615</td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td>$875,831</td>
<td>$810,245</td>
<td>$65,586</td>
<td>7%</td>
<td>$905,831</td>
</tr>
<tr>
<td>LEGAL SERVICES</td>
<td>$42,000</td>
<td>$37,485</td>
<td>$4,515</td>
<td>11%</td>
<td>$45,000</td>
</tr>
<tr>
<td>CIVIC CENTER</td>
<td>$44,533</td>
<td>$49,052</td>
<td>-$4,519</td>
<td>-10%</td>
<td>$44,533</td>
</tr>
<tr>
<td>FIRE</td>
<td>$330,749</td>
<td>$246,248</td>
<td>$84,501</td>
<td>26%</td>
<td>$330,749</td>
</tr>
<tr>
<td>POLICE***</td>
<td>$1,782,520</td>
<td>$1,642,741</td>
<td>$139,779</td>
<td>8%</td>
<td>$1,800,520</td>
</tr>
<tr>
<td>STREETS</td>
<td>$414,556</td>
<td>$316,150</td>
<td>$98,406</td>
<td>24%</td>
<td>$414,556</td>
</tr>
<tr>
<td>BUILDING</td>
<td>$146,500</td>
<td>$145,611</td>
<td>$889</td>
<td>1%</td>
<td>$146,500</td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>$16,000</td>
<td>$6,794</td>
<td>$9,206</td>
<td>58%</td>
<td>$4,000</td>
</tr>
<tr>
<td>PLANNING</td>
<td>$53,000</td>
<td>$47,429</td>
<td>$5,571</td>
<td>11%</td>
<td>$50,000</td>
</tr>
<tr>
<td>PARKS (&amp; CEMETERY)</td>
<td>$155,275</td>
<td>$143,516</td>
<td>$11,759</td>
<td>8%</td>
<td>$153,275</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSES**

<table>
<thead>
<tr>
<th></th>
<th>$4,058,579</th>
<th>$3,591,661</th>
<th>$466,918</th>
<th>$4,071,579</th>
</tr>
</thead>
<tbody>
<tr>
<td>REV PROJ</td>
<td>$4,058,579</td>
<td></td>
<td></td>
<td>$3,830,776</td>
</tr>
<tr>
<td>DEFICIT (REV. EXP)</td>
<td>$0</td>
<td></td>
<td></td>
<td>-$240,803</td>
</tr>
</tbody>
</table>

* CURRENT ACTIONS: SUSPEND NON-ESSENTIAL SPENDINGS

* CITY INS PAID?

***including CIP - LIVESCAN Machine; city hall server; NO TAKE HOME VEHICLES

## FUND BALANCE

<table>
<thead>
<tr>
<th>GENERAL FUND</th>
<th>ACTUAL FY 19/20 BEGIN</th>
<th>ADD. MSR. E</th>
<th>DEFICIT/GAIN</th>
<th>FY19/20 END</th>
<th>PROJ FY19/20 END</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESTRICTED (2%TOT)</td>
<td>$444,621</td>
<td>$82,000</td>
<td></td>
<td>$526,621</td>
<td></td>
</tr>
<tr>
<td>COMMITTED</td>
<td>$109,000</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>ASSIGNED &amp; UNA</td>
<td>$341,716</td>
<td></td>
<td>-$240,803</td>
<td>$209,913</td>
<td></td>
</tr>
<tr>
<td>TOTAL GF</td>
<td>$895,337</td>
<td></td>
<td></td>
<td>$736,534</td>
<td></td>
</tr>
</tbody>
</table>

**SEWER**

<table>
<thead>
<tr>
<th></th>
<th>$756,783</th>
<th>$500,000.00</th>
<th>$500,569</th>
<th>$757,352</th>
</tr>
</thead>
</table>

**WATER**

<table>
<thead>
<tr>
<th></th>
<th>-$28,188</th>
<th>$0.00</th>
<th>-$5,321</th>
<th>-$33,509</th>
</tr>
</thead>
</table>

**MEASURE M**

|                     | $505,737 | $58,000 | $447,737 | $447,737 |
City of Jackson  
Council Meeting Memorandum  

Monday, June 22, 2020 – 7:00 PM City Council Meeting

To: Honorable Mayor and Members of the City Council

From: Yvonne Kimball, City Manager

Date submitted: June 7, 2020

Agenda Item #6e: Resolution 2020-17 modification of the FY 19/20 Budget and directions for the FY 20/21 Budget

Recommendation:

That the City Council adopt Resolution 2020-17.

Summary and Discussion:

Responding to the pandemic-induced revenue shortfalls, the FY 19/20 will not finish as the original plan. The Finance Committee and I have met a number of times. I also met each Department and all bargaining units often since March. The goal of these meetings was to accept the reality, embrace uncertainty, and determine measures to enhance revenues and reduce expenditures. Resolution 2020-17 is the result of the meetings; in effect it amends the FY 19/20 budget. It also outlines directions for the FY 20/21 budget formulation.

A list of over twenty measures is included in Resolution 2020-17. This list could potentially save the city $251,000 in General Fund; $80,000 in Measure M; $46,000 in Water; $40,000 in Sewer Fund.

Unfortunately, the measures may not be enough to balance the General Fund yet because the overhead costs such as city’s liability, property and workers compensation insurances will continue to go up. However, I’m proud of the collaborated efforts and grateful to everyone’s sacrifices.

Once Council adopts the Resolution, I can proceed further with the FY 20/21 budget preparation.

Attachment:

Resolution 2020-17 Council Authorizing Modification of Certain Anticipated Revenues and Expenditures in the FY 2019/20 Budget, and Providing Expenditure Reduction / Revenue Enhancement Directions for the FY 2020/21 Budget in Response to Anticipated Revenue Shortfalls as a Result of the COVID-19 Pandemic
Resolution No. 2020-17

A Resolution of the City Council of the City of Jackson Authorizing Modification of Certain Anticipated Expenditures in the FY 2019/20 Budget, and Providing Expenditure Reduction Directions for the FY 2020/21 Budget in Response to Anticipated Revenue Shortfalls as a Result of the COVID-19 Pandemic

WHEREAS, on March 17, 2020 the City Council declared a State of Emergency in response to the COVID-19 pandemic and was required to follow the State and the County’s Stay at Home orders; and

WHEREAS, the City Council adopted Resolution 2020-09 and Ordinance 714 (urgency ordinance) to implement a utility shut-off moratorium and an eviction stay; and

WHEREAS, as a result of the pandemic, it is anticipated that General Fund revenues (primarily sales tax revenue, TOT revenues, gas tax revenues, franchise fee revenues, and business license fees), Water Fund revenues and Sewer Fund revenues will not be realized as anticipated, and the shortfalls will continue into the coming year; and

WHEREAS, the City Manager immediately implemented a slew of measures to modify and reduce operations as necessary in order to continue to provide essential services safely, including placing a hold on non-essential expenditures, laying off seasonal personnel and promoting process improvement measures; and

WHEREAS, it is projected that the FY 19/20 will end with a significant deficit in the General Fund; and

WHEREAS, the City Council desires to ensure that the City remain fiscally stable and implement containment or further reduction of expenses while safely maintaining essential services; and

WHEREAS, facing the uncertainties in revenue shortfalls on current and future budgets, the City Manager and the Council’s Finance Sub-Committee met a number of times to explore cost-saving measures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson, the following cost-saving measures recommended by the Finance Committee are to be implemented immediately and / or incorporated into the FY 20-21 Budget unless otherwise specified:
1. Continue the cost-saving and process improvement measures that the City Manager, Police Chief, Fire Chief and other Department Heads put in place.
2. For the remainder of FY 19/20 and the entire FY 20/21, eliminate stipends for the Planning Commission and request that the City Council voluntarily forego stipends.
3. All City Council health benefit subsidies shall be frozen at the current expenditure level. Beginning January 1, 2021, any newly elected Council Person are eligible to enroll in a health insurance plan offered by the City and receive the minimum required contribution when participating in City’s plans.
5. No take home vehicles for the Police Department except the Police Chief immediately until further notice after FY 20/21.
6. Encourage voluntary early retirement when possible.
7. Effective July 1, 2020, 16 hours of furlough per month for City Manager, Public Works Superintendent, Police Chief and miscellaneous employees as specified in MOU. WWTP Chief Plant Operator receives a 10% reduction of the hourly rate.
8. Implement a city-wide hiring freeze unless authorized otherwise.
9. Consider loans and additional interfund transfer when appropriate to maintain the General Fund’s Fund balance at a recommended level.
10. For safety concerns, contain the number of volunteers in each engine when responding to medical calls and eliminate the $12.50 per medical call pay for volunteers who are not on shift but volunteer to ride along.
11. Freeze the Volunteer Battalion Fire Chief position through attrition.
12. Adjust volunteer Fire Officers pay structure to the extent possible.
13. Suspend City’s gym membership contribution to employees when possible.
14. Eliminate City/ Employer administrated Wage Work Flexible Spending program effective January 1, 2021 and cancel city paid program administration fee.
15. Sale of surplus equipment.
16. Allow flexibility for those who wish to take discretionary leave without pay.
17. Maximize General Fund revenues through proper cost-allocation.
18. Encourage negotiating fee reductions for professional contracts.
19. Encourage negotiations for deferred or reduced regional-agency membership fees, including ACRA, LAFCO, ATC and so on.
20. Continue to promote the zero-based budget concept for future budgets.
21. Encourage seeking of federal and state grants to offset revenue shortfalls when appropriate.
22. Encourage other creative means to reduce expenses and enhance revenues, such as trading PG&E underground utility credits.
BE IT FURTHER RESOLVED, while navigating the uncertain impact of the COVID-19, the City Council will continue to monitor revenues and expenditures throughout the year, implement additional measures or modify the current measures as necessary to ensure financial prudence.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 22nd day of June, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

CITY OF JACKSON  

___________________________________  
Robert Stimpson, Mayor  

ATTEST:  

__________________________________  
John Georgette, City Clerk
City of Jackson
Council Meeting Memorandum

Monday, June 22, 2020 – 7:00 PM City Council Meeting

To: Honorable Mayor and Members of the City Council
From: Christopher Mynderup, Chief of Police
Date: June 18, 2020
Agenda Item #6f: Discussion of current Police Department’s Use of Force and Firearms Policies and Procedures.

Recommendation:
To provide Council an update on the Police Department’s policy and procedures as it relates to use of force and shooting.

Discussion:

Law enforcement across the Nation is again currently under a huge microscope regarding its Use of Force policies and procedures, which stemmed from the tragic May 25, 2020 death of Mr. George Floyd while in police custody in Minneapolis, Minnesota. In California and motivated by the tragic shooting death of Stephan Clark on March 18, 2018 by Sacramento Police Officers, Governor Newsom signed into law in August 2018 Assembly Bill No. 392 and then in September 2019, signed Senate Bill 230. AB 392 amended California law by redefining the circumstances under which homicide by a peace officer is deemed justifiable and by affirmatively prescribing the circumstances under which a peace officer is authorized to use deadly force to effect an arrest, prevent escape, or overcome resistance. SB 230 requires law enforcement agencies to implement certain training and policy mandates regarding the use of force. Both laws went into effect January 1, 2020.

The Jackson Police Department conducted an exhaustive review of its use of force and shooting policies along with its entire policy and procedure manual to conform to the changes outlined in AB 392 and SB 230 and has made the policy manual accessible to the public via the City’s website as prescribed by law. The only recent change made to the use of force policy was to the Carotid Control Hold. Due to the manner in which Mr. Floyd was killed, all law enforcement
applications of control holds using the neck have fallen under public scrutiny and on Friday June 6, 2020 Governor Newsom placed a ban on all current and future training on the use of the Carotid Control Hold. As a result, I drafted a special order, ordering JPD officers to discontinue the use of the Carotid Control Hold except when deadly force was necessary in compliance with AB 392.

In conclusion, I would like to assure the Council and our citizens that the Jackson Police Department’s Policies and Procedures and training mandates regarding Use of Force and Shooting are currently up to date and in compliance with California State law. I have enclosed the “use of force policy” and the “shooting” policy for your convenience. All of our policies are available on the city’s website.

Enclosures:

Jackson Police Policy Manual section 300 “Use of Force”
Jackson Police Policy Manual section 302 “Shooting Policy”
Jackson Police Special Order No. 20-01
Use of Force

300.1 PURPOSE AND SCOPE
This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 DEFINITIONS
Definitions related to this policy include:

**Deadly force** - Any use of force that creates a substantial risk of causing death or serious bodily injury, including but not limited to the discharge of a firearm (Penal Code § 835a).

**Force** - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed, or restrained.

300.2 POLICY
The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE
Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

300.3 USE OF FORCE
Officers shall use only that amount of force that reasonably appears necessary given the facts and totality of the circumstances known to or perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose (Penal Code § 835a).

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably
Use of Force

appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain, and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons, or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be objectively reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST
Any peace officer may use objectively reasonable force to effect an arrest, to prevent escape, or to overcome resistance. A peace officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance on the part of the person being arrested; nor shall an officer be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest, prevent escape, or to overcome resistance. Retreat does not mean tactical repositioning or other de-escalation techniques (Penal Code § 835a).

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE
When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

(a) The apparent immediacy and severity of the threat to officers or others (Penal Code § 835a).
(b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
(c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
(d) The conduct of the involved officer (Penal Code § 835a).
(e) The effects of drugs or alcohol.
(f) The individual's apparent mental state or capacity (Penal Code § 835a).
(g) The individual's apparent ability to understand and comply with officer commands (Penal Code § 835a).
Use of Force

(h) Proximity of weapons or dangerous improvised devices.

(i) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.

(j) The availability of other reasonable and feasible options and their possible effectiveness (Penal Code § 835a).

(k) Seriousness of the suspected offense or reason for contact with the individual.

(l) Training and experience of the officer.

(m) Potential for injury to officers, suspects, and others.

(n) Whether the person appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.

(o) The risk and reasonably foreseeable consequences of escape.

(p) The apparent need for immediate control of the subject or a prompt resolution of the situation.

(q) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.

(r) Prior contacts with the subject or awareness of any propensity for violence.

(s) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES
Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

(a) The degree to which the application of the technique may be controlled given the level of resistance.

(b) Whether the person can comply with the direction or orders of the officer.

(c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD
The proper application of the carotid control hold may be effective in restraining a violent or combative individual. However, due to the potential for injury, the use of the carotid control hold is subject to the following:

(a) The officer shall have successfully completed department-approved training in the use and application of the carotid control hold.
Use of Force

(b) The carotid control hold may only be used when circumstances perceived by the officer at the time indicate that such application reasonably appears necessary to control a person in any of the following circumstances:

1. The subject is violent or physically resisting.
2. The subject, by words or actions, has demonstrated an intention to be violent and reasonably appears to have the potential to harm officers, him/herself or others.

(c) The application of a carotid control hold on the following individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective, or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of applying a carotid control hold:

1. Females who are known to be pregnant
2. Elderly individuals
3. Obvious juveniles
4. Individuals who appear to have Down syndrome or who appear to have obvious neck deformities or malformations, or visible neck injuries

(d) Any individual who has had the carotid control hold applied, regardless of whether he/she was rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until examined by paramedics or other appropriate medical personnel.

(e) The officer shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the subject lost consciousness as a result.

(f) Any officer attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.

(g) The use or attempted use of the carotid control hold shall be thoroughly documented by the officer in any related reports.

300.3.5 USE OF FORCE TO SEIZE EVIDENCE
In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the Jackson Police Department for this specific purpose.

300.4 DEADLY FORCE APPLICATIONS
If an objectively reasonable officer would consider it safe and feasible to do so under the totality of the circumstances, officers should evaluate the use of other reasonably available resources and
Shooting Policy

302.1  PURPOSE AND SCOPE
The purpose of the shooting policy is to establish procedures for the use and reporting of incidents involving the discharge of firearms. This policy is for internal use only and does not increase the Department's and/or an officer's civil or criminal liability in any way. Violations of this policy can only form the basis for departmental administrative actions.

302.1.1  POLICY
It is the policy of this department to resort to the use of a firearm, when it reasonably appears to be necessary, and generally:

(a) An officer may use deadly force to protect himself/herself or others from what he/she reasonably believe would be an imminent threat of death or serious bodily injury.

(b) An officer may use deadly force to effect the arrest or prevent the escape of a suspected felon when the officer has probable cause to believe that the suspect has committed or intends to commit a felony involving the inflicting or threatened inflicting of serious bodily injury or death and the officer reasonably believes that there is an imminent or future potential risk of serious bodily injury or death to others if the suspect is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force where feasible.

(c) To stop a dangerous animal.
   1. Officers are authorized to use deadly force against an animal in circumstances where the animal reasonably appears to pose an imminent threat to human safety and alternative methods to neutralize the threat are not reasonably available or would likely be ineffective.
   2. In circumstances in which officers have sufficient advanced notice that a potentially dangerous domestic animal (e.g. dog) may be encountered, such as in the serving of a search warrant, officers should develop reasonable contingency plans for dealing with the animal without the use of deadly force (e.g. fire extinguisher, Taser, OC Spray, animal control officer). Nothing in this policy shall prohibit any officer from resorting to deadly force to control a dangerous animal if circumstances reasonably dictate that a contingency plan has failed or becomes impractical.

(d) With the approval of a supervisor, an officer may euthanize an animal that is so badly injured that human compassion requires its removal from further suffering and where other dispositions are impractical (Penal Code § 597.1(e)). Injured animals (with the exception of dogs and cats) may only be euthanized after a reasonable search to locate the owner has been made (Penal Code § 597.1(b)). Injured dogs and cats found without their owners shall be taken to an appropriate veterinarian for determination of whether they should be treated or humanely destroyed.

(e) For target practice at an approved range.
Shooting Policy

Where feasible, a warning should be given before an officer resorts to deadly force as outlined (a) and (b) above. A specific warning that deadly force will be used is not required by this policy; only that a warning be given if feasible.

302.1.2 WARNING SHOTS
Generally, warning shots or shots fired for the purpose of summoning aid are discouraged and may not be discharged unless the officer reasonably believes that they appear necessary, effective and reasonably safe.

302.1.3 MOVING VEHICLES
Shots fired at or from a moving vehicle are rarely effective and are generally discouraged.

(a) Unless it reasonably appears that it would endanger officers or the public, officers are expected to move out of the path of any approaching vehicle.

(b) This is not intended to restrict an officer's right to use deadly force directed at the operator of a vehicle when it is reasonably perceived that the vehicle is being used as a weapon against the officer or others.

(c) Officers may use deadly force to stop a fleeing suspect when the officer has probable cause to believe that the suspect has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death and the officer reasonably believes that there is an imminent or future potential risk of serious bodily injury or death to others if the suspect is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force when feasible.

302.1.4 REPORT OF WEAPON DISCHARGE
Except during training or recreational use, any member who discharges a weapon accidentally or intentionally, on or off-duty, shall make a verbal report to his/her supervisor as soon as circumstances permit.
CITY OF JACKSON POLICE DEPARTMENT

SPECIAL ORDER

CAROTID CONTROL HOLD POLICY MANUAL SECTION 300.3.4

SPECIAL ORDER NO. 20-01: USE OF CAROTID CONTROL HOLD

Issued By: Christopher Mynderup, Chief of Police

Issue Date: June 17, 2020

Effective Date: Immediately

THIS SPECIAL ORDER SHALL SUPERCEDE ALL OTHER POLICY TO THE CONTRARY AND SHALL BE CONSIDERED CURRENT POLICY UNTIL REVISED BY THE CHIEF OF POLICE

In light of current events surrounding the death of George Floyd on May 25, 2020 and California Governor Newsom’s Friday June 6, 2020 ban on further training of the Carotid Control Hold, all members of the Jackson Police Department shall immediately cease and desist the use of the Carotid Control hold, except when the use of deadly force is necessary. The term “necessary” is as it relates to California Assembly Bill No. 392.
INVITATION TO ENTER INTO SETTLEMENT NEGOTIATIONS PRIOR TO ISSUANCE OF ADMINISTRATIVE CIVIL LIABILITY: CALIFORNIA DEPARTMENT OF TRANSPORTATION, CITY OF JACKSON, AND CENTRAL COAST FINANCIAL GROUP, DBA CCFG CONSTRUCTION

Please read this notice carefully. The purpose of this letter is to inform you of a forthcoming Administrative Civil Liability Complaint (Complaint), and to notify you of your opportunity to enter into settlement negotiations with Central Valley Regional Water Quality Control Board (Central Valley Regional Board) Prosecution Staff regarding the assessment of monetary penalties for your alleged failure to comply with the California Water Code.

Water Code section 13385, subdivision (a)(5), authorizes the Water Boards to impose administrative civil liability when a person violates certain provisions of the federal Clean Water Act, including Section 301 (33 U.S.C. Sec. 1311), which prohibits the discharge of any pollutant except as authorized under a Clean Water Act permit.
In November 2017, the California Department of Transportation (Caltrans) initiated a contract to repair and replace two storm drain lines within the state right of way in the City of Jackson (City) at 516 Sutter Street. Central Coast Financial Group, Inc., doing business as CCFG Construction (CCFG), was awarded the contract to replace the storm drain lines. On January 24, 2018, CCFG notified Underground Service Alert of Northern California and Nevada (USA) that it would begin excavation on January 26, 2018. USA sent the dig ticket to several utility companies, including the City of Jackson Public Works Department; however, the City did not respond to the dig ticket. On January 28, 2018, CCFG began excavating to replace the storm drain lines. On February 1, 2018, CCFG hit a sewer line in the excavation, resulting in the release of 81,012 gallons of sewage, with approximately 68,912 gallons being discharged into the North Fork of Jackson Creek, a water of the United States.

**Caltrans, the City, and CCFG are potentially jointly and severally liable for over $699,000 in administrative civil liability for the alleged violation.**

Based on our review and after conducting a preliminary penalty calculation, the Assistant Executive Officer of the Central Valley Regional Board intends to issue a Complaint seeking an administrative civil liability assessment against Caltrans, the City, and CCFG. A proposed penalty amount has been calculated using the methodology in the State Water Resources Control Board’s Water Quality Enforcement Policy (Enforcement Policy) and is based on facts known to date. However, this proposed penalty amount is subject to modification, should additional information come to light. The full Enforcement Policy may be found here: [https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2017/040417_9_final_adopted_policy.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2017/040417_9_final_adopted_policy.pdf)

By way of this letter, you are formally notified of the opportunity to meet to discuss the facts regarding the alleged violations, including the option of settlement. This meeting affords you the opportunity to potentially reduce the proposed penalty amount if you present new information to Central Valley Regional Board Prosecution Staff, or other information you believe is relevant to determining an appropriate monetary penalty. Upon agreement, all settlement communications would be kept confidential in accordance with Evidence Code sections 1152 and 1154.

In order to initiate confidential discussions to settle this matter, you must contact me by October 18, 2019, to schedule a time to meet with Central Valley Regional Board Prosecution Staff. In addition, please provide the name and contact information for the attorney who will be representing you in this matter. Once a meeting has been arranged, you will be provided additional information regarding the violations.

If you do not intend to avail yourself of the opportunity to discuss a potential negotiated resolution, the Assistant Executive Officer will issue the Complaint and this matter will proceed to a formal enforcement hearing before the Central Valley Regional Board, or the Assistant Executive Officer may seek to refer the matter to the Attorney General’s Office or other prosecution agency.
If you have any questions, please contact me by phone at (916) 341-5276 or by email at david.boyers@waterboards.ca.gov.

Sincerely,

David Boyers
Assistant Chief Counsel
Office of Enforcement

cc:  (via email only)

Central Valley Regional Board
Mr. Andrew Altevogt
andrew.altevogt@waterboards.ca.gov

Mr. Xuan Luo
xuan.luo@waterboards.ca.gov

Mr. Mohammad Farhad
mohammad.farhad@waterboards.ca.gov

Ms. Heather Jidkov, Attorney
Office of Enforcement
heather.jidkov@waterboards.ca.gov
Resolution No. 2020-23

Conveying Interest in Real Property from the City of Jackson to Amador County and Authorizing Mayor to Execute Necessary Documents

WHEREAS, the City of Jackson is the owner of a portion of a parcel of real property APN 202-070-002-000 (the “Property”), and

WHEREAS, a portion of the Property, 0.04 acres or 1,758 square feet, is located in front of Amador County Jackson Library and serves as the parking lot for both Detert Park and the Library. The Property is more particularly described in the Legal Description and Map attached hereto as Exhibit A; and

WHEREAS, the County of Amador has committed funding to a Library Improvement Project and wishes to include the parking lot in the project; and

WHEREAS, in order to secure a USDA grant fund for the Project, the County of Amador requests that the City of Jackson deed the Property to the County; and

WHEREAS, the City of Jackson desires to partner with the County to improve Jackson Branch Library and the parking lot by conveying title to the Property to the County of Amador; and

WHEREAS, the County of Amador desires to acquire title to the Property and City of Jackson desires to deed the Property to the County of Amador.

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

1. Convey the interest in real property attached as Exhibit A to Amador County.

2. The Mayor or Vice Mayor is hereby authorized to sign, execute, and record all applicable documents to convey the Property to Amador County.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting thereof, held on the 22nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:
CITY OF JACKSON

____________________________
Robert Stimpson, Mayor

ATTEST:

____________________________
John Georgette, City Clerk
LEGAL DESCRIPTION

AMADOR COUNTY LIBRARY
ACQUISITION AREA 0.04 Ac.

A parcel of land situated in the City of Jackson, County of Amador, State of California, and being more particularly described as follows:

Beginning at a point on the Westerly line of that certain parcel of land conveyed to the County of Amador by instrument filed for record in the office of the Recorder of Amador County in Book 127 of Official Records at Page 543, and from said point of beginning, the most Southerly corner of said County of Amador parcel of land bears South 50° 20’ 52” East 30.59 feet distant; thence, from said point of beginning, along said Westerly line, North 50° 20’ 52” West 50.69 feet to an angle point therein; thence, leaving said Westerly line, North 50° 20’ 52” West 6.27 feet; thence South 40° 14’ 16” West 6.11 feet; thence South 61° 28’ 51” West 7.64 feet; thence, along the arc of a curve to the right, having a radius of 22.06 feet, through a central angle of 20° 08’ 46”, for an arc length of 7.76 feet; thence, along the arc of a curve to the right, having a radius of 5.22 feet, through a central angle of 27° 33’ 57”, for an arc length of 2.51 feet; thence South 04° 45’ 44” East 7.78 feet; thence South 50° 20’ 52” East 67.29 feet; thence North 40° 14’ 16” East 22.91 feet; thence North 23° 50’ 21” West 7.84 feet to the point of beginning, and containing 0.04 acre (1758 sq. ft) of land, more or less.
APN 020-070-041
COUNTY OF AMADOR
530 SUTTER STREET
127-OR-543

LIBRARY BUILDING

DATA TABLE

<table>
<thead>
<tr>
<th>#</th>
<th>Direction</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N 50'20.52&quot; W</td>
<td>6.27'</td>
</tr>
<tr>
<td>2</td>
<td>S 40'14.16&quot; W</td>
<td>6.11'</td>
</tr>
<tr>
<td>3</td>
<td>S 61'28.51&quot; W</td>
<td>7.64'</td>
</tr>
<tr>
<td>4</td>
<td>R=22.06' D=20'08.46&quot; L=7.76'</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>R=5.22' D=27'33.57&quot; L=2.51'</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>S 04'45.44&quot; E</td>
<td>7.78'</td>
</tr>
<tr>
<td>7</td>
<td>N 23'50.21&quot; W</td>
<td>7.84'</td>
</tr>
</tbody>
</table>

LEGEND

○ MOST SOUTHERLY CORNER OF THE "COUNTY OF AMADOR" PARCEL PER 127-OR-543

○ CALCULATED POINT

PROPOSED ACQUISITION AREA
0.04 ACRE / 1758 SF

Scale: 1'=20'

EXHIBIT MAP
ACQUISITION AREA
AMADOR COUNTY LIBRARY
JACKSON BRANCH
BEING A PORTION OF SECTION 21, T. 6 N., R. 11 E., M. D. M.
CITY OF JACKSON, AMADOR COUNTY, CALIFORNIA

TOMA & ASSOCIATES INC.
ENGINEERING - SURVEYING - PLANNING
41 Summit Street, Jackson CA 95642
(209) 223-0156