Jackson City Council Agenda

Monday, October 26, 2020 - 7:00 PM Regular Meeting
Jackson City Hall, 33 Broadway, Jackson, California 95642

Public Teleconference Line: 1-623-404-9000
Meeting ID: 148 081 0311
Join from PC, Mac, Linux, iOS or Android: https://meetings.ringcentral.com/j/1480810311

Teleconference participants will be muted upon entry. Should you wish to speak upon Public Comment, please “Raise your Hand”, you will be unmuted one at a time and asked to state your name. Those calling in is *6 to unmute and *9 to mute.

Note: all City Council meetings are recorded.

Public attendance is optional but we strongly encourage the public to participate from home. If attending in-person, there is limited seating due to following the social distancing guidelines and face covering are required.

Public Comments will also be accepted by email at cinfo@ci.jackson.ca.us. All emails MUST be received by 4:00 pm day of meeting. Late submissions will not be accepted. 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).

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.

   a. Approval of the October 13, 2020 Meeting Minutes.
   b. Approval of Expenditure Report in the amount of $127,055.22.

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 Authorization of the 2020 Holiday Season Promotion Fund Request.
   b. Possible Acceptance of an Agreement with PG&E Use of Civic Center as a PSPS Resource Center.
   c. Oro de Amador Property Cattle Lease: Possible direction to re-bid or extend agreement 1-year as allowed by current agreement.
   d. Possible Adoption of Resolution No. 2020-38 Additional Cost Allocation Revenues Use Policy (as directed at 9/28/20 Council Meeting).

7. **ADJOURNMENT.**

Regular meeting adjournment.

**UPCOMING MEETINGS:**

- November 9, 2020 Council Meeting
- November 12, 2020 Cemetery Meeting *(Thursday, due to Holiday 11/11/20)*
- November 16, 2020 Planning Commission Meeting *(Cancelled)*
- November 23, 2020 Council Meeting

**UPCOMING CLOSURE DATES FOR CITY OFFICES:**

- November 11, 2020 Veteran’s Day
- November 26-27, 2020 Thanksgiving
- December 25, 2020 Christmas Day

*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 and Council Members
Robert Stimpson, Mayor
Connie Gonsalves, Vice Mayor
Wayne Garibaldi, Council Member
Keith Sweet, Council Member – via Telecon

ABSENT:
Marilyn Lewis, Council Member
Chris Mynderup, Police Chief

John Georgette, City Clerk
Staff Members:
Josh Nelson, City Attorney
Yvonne Kimball, City Manager
Bree Wilder, Acting Public Works Superintendent
Debbie Mackey, Fire Chief
Patti Ungaro, Administrative Assistant

Mayor Stimpson called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG.

Mayor Stimpson led the Pledge of Allegiance.

1. CEREMONIAL.

Mayor Stimpson read the Proclamation in honor of Extra Mile Day scheduled for November 1, 2020.

2. APPROVAL OF AGENDA.

Motion to approve the City Council Agenda dated October 13, 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

3. 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.

Prior to the Public Matters, Vice Mayor Gonsalves addressed a meeting that was called regarding the Homelessness in Jackson on Friday, October 9th. She explained this was the outcome from the Council Meeting on September 14th. Attendees included property owners and residents that have been impacted more than just once, Sierra Winds representatives, and an ATCCA Representative. The meeting was by invitation, somehow the invitation appeared on Facebook as a notification and had to turn away several
people from the meeting. Staff consulted with the City Attorney, Josh Nelson, to assure everything was in order. Those who inquired about the meeting were assured the results from this meeting would be reported at the Council Meeting tonight.

Accompanying Mayor Stimpson and Vice Mayor Gonsalves were the City Manager, Chief of Police, Fire Chief, Public Works, property owners Gilman and Merzlak, two Sierra Winds Representatives, Ty Pulskamp as a homeless advocate and a volunteer for Friends of Detert Park, Denise Crawford, ATCAA Housing Program Manager, and County Supervisor Pat Crew. VM Gonsalves reported that there will be follow up meetings between Mayors, City Managers and the County. Sierra Wind has organized a volunteer group called “Friends of Detert Park” and will try to expand that volunteer group with assistance by the city by putting flyers in with the water/sewer bills. The group helps to keep clean the areas of Main Street, Detert Park and the 49er Parking Lot in addition to what Public Works maintains daily. ATCCA will be looking into a grant to assist with a security officer to patrol and assist the police and fire departments. VM Gonsalves said there will be reports back once the Mayor and County discussions takes place.

Paul Jones, Jackson resident, offered Prayer.

Thornton Consolo, Jackson resident, expressed his disappointment that the people of the public, no matter what side of the issue they are regarding this matter, were arbitrarily excluded from the meeting including himself. VM Gonsalves explained this was not a public meeting; she invited those who were victims (of homeless activities) numerous times and those from the homeless advocacy groups to see how we can orchestrate a plan working together in the County. She went to explain that this needed to be a small group compared to the homeless task force group who has been meeting over 3 years and nothing gets done or has been resolved. Due to this item not on the agenda and over the time limit, CA Nelson had to intervene and discontinue this item.

Thornton Consolo requested a second comment regarding the Pitt St. Project, which was on the closed session agenda, that when proposed projects are in the works, there are usually drawings posted on the wall boards reflecting what is happening on the project and would like to see them publicized or posted again.

After no further Public Comment, Mayor Stimpson moved to the Consent Calendar.

4. **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 September 28, 2020 Meeting Minutes.
b. Approval of Expenditure Report in the amount of $242,957.62.
c. Approval of Payroll Expenditure Report in the amount of $293,991.83.
Motion to approve the Consent Calendar dated October 13, 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; check #12688 only

5. 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.

Acting Public Works Superintendent, Bree Wilder

- Water leak on West View, they have a little restoration to do, but is completed.
- Electrician is installing power to the doors converting them to automatic door openers due to COVID-19 (City Hall, Civic Center,
- Rodney Mitchell’s last day was today.
- Robert Stone out with family incident until further notice.
- Trevor’s wife broke her leg in 2 places and will be out getting her settled with dr. appointments, surgery and taking care of the kids.
- As of tomorrow, it will be just be himself and Tyke, PW new employee.
- Water leak on Depot Rd. in Martell, getting worse. Been working on it for 2 days now. He and Yvonne looked at it and will be bringing in Campbell Construction to fix as water is washing away underground.
- Library water project will begin next Monday.

Police Chief, Chris Mynderup – absent.

Fire Chief, Debbie Mackey

- JFD is down 100 calls from last year.
- All apparatus and firefighters returned from the campaign fires. Just happy everyone returned healthy.
- The Water Tender had a few issues with it but can all be fixed in house.
- No major incidents until today with vehicle accident up the hill which they did have a fatality. Accident is under investigation. Everyone on scene did a great job with their best efforts. Sgt. Jose Arevalos was on scene doing CPR.

City Attorney, Josh Nelson – nothing to report.

City Manager, Yvonne Kimball

- Been talking with Jeanette McDonald (GIFTED) who will run the Christmas Delights event this year. She will work with Patti coordinating efforts with the City. Event will be just 1 day this year. Flyers will be coming out soon.
• Sierra Wind asked if they could put a couple ashtrays in the 49er Parking Lot. Will be fire safe and requested they label them as their property and will be responsible for them.

6. 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 – No report.

Council member Lewis – absent.

Council member Garibaldi – No report. However, following the reading of the Extra Mile Proclamation, he wanted to take the time to acknowledge Jackson resident, Paul Jones, for his attendance and his inspirational prayers. Standing ovation was given.

Vice Mayor Gonsalves – No report.

Mayor Stimpson stated he attended the Jackson Candidate Meet & Greet held at the Rollingwood neighborhood.

7. 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.

a. FY 19/20 Financial Reports Summary Review and FY 20/21 First Quarter Budget Review.

City Manager said that FY 19/20 finished on June 30, 2020, but the financial activities were not finished until September. The final audit is not available yet, but the FY 19/20 fiscal year appeared to end with a positive fund balance enough to meet the “committed fund balance” requirement which means 16.67% of the annual expenditure or approximately $670,000. This is an accomplishment for the city as the city has been trying to reach this goal since 2009. As a result, city does not have to borrow from other impact fee funds to meet the goal. She also added that the closing of the New York Ranch Rd project in August 2020 has contributed towards the higher fund balance.

Mayor Stimpson asked Council for questions. He also commented that the numbers were better than the predictions when COVID first started. CM Garibaldi also explained how the “borrowing” worked. He explained that the city was going to only borrow from internal funds to meet the fund balance requirement of a reserve at 16.67% of the total expenditure; but it looks that we did not need to now.

City Manager Kimball then said that the first quarter of 2021 did not look so positive: we spent more percentage wise; revenues are also lacking. She added that this is normal this time of the year when the revenues are still pending, but the large payments had to be made the beginning of the year.
CM Garibaldi commended staff for presenting the quarterly report early and on time, which provided the council and the public a chance to see what is going timely even though not everything has been recorded yet.

Mayor Stimpson opened for Public Comment. After hearing none, seeing none, he moved back to the Council. This item was for discussion only, no motion required.

b. Possible Authorization to Apply for 2nd Round Homeless Emergency Aid Program Grant.

City Manager gave an overview of this item. She said the city applied for the HEAP grant before and received $14,000 last year. Last week the Central Sierra Continuum of CARE notified us that about $79,000 of the HEAP money has become available for Amador county agencies. She said the Police Chief, the Fire Chief met with her to come up with a program. The program is to hire “crisis intervention coordinators” and conduct pro-active outreach to homeless individuals daily. With Council’s authorization, she will submit the application.

Mayor Stimpson opened the item to Council discussion. He said that this outreach coordinator concept has been used by other cities. He and the City Manager learned about this at a League of Cities meeting. He also added that currently our outreach has been driven by calls. VM Gonsalves said housing is the issue here; she heard that there may be 3 tiny houses going up on a private property. Mayor Stimpson said that we also were considering a parking area designated to the homeless population. CM Garibaldi said that he supports the idea of having a place for the homeless folks to go, but this needs not to be in Jackson and urged caution when finding solutions. He said the takeaway from the homeless taskforce meetings, everyone makes homeless a Jackson problem. The perception is that the homeless is only a nuisance in Sutter Creek and Ione. Mayor Stimpson responded that he will be talking with other Mayors whose cities were not as impacted (by homelessness).

Mayor opened for Public Comment.

Jack Georgette, Jackson resident, stated there are 4 types of homeless; mental illness, drug addiction, alcoholism, and teens (from forced to flee or by abusive birth parents). He only sees a glimmer of hope with the teens, the other 3 types he considers hopeless. Alcoholics and drug addicts have to be able to help themselves and those with mental illness is out of our hands. Homeless issues are affecting the whole country. He would be surprised if two (2) homeless people in Jackson who are out on the streets due to loss of job and home. Where are they coming from? The City is in a tough position. VM Gonsalves stated it was reported that City of Jackson has 108 homeless individuals.

Chad Simmons, Jackson resident, questioned where exactly the tiny houses were going to be placed and if the location was zoned for them. Mayor Stimpson answered he heard they were going on Jim Laughton’s ranch and is in preliminary stage.

After no further Public Comments, Mayor Stimpson closed Public Comment and brought back to Council where discussion was held. City Manager asked Council whether Council supports the proposed application for an outreach program. As an alternative, city can also consider partnering with ATCAA on a program that opens up the swimming pool showers to homeless individuals under certain terms. Mayor Stimpson,
VM Gonsalves and CM Garibaldi all supported the outreach proposal; they also agreed that the Food Bank has acquired grants for showers and should open them for use.

Funding remains the big issue followed by ideas and programs on how to address the homeless.

Motion to authorize the City to proceed with application for Round 2 of the HEAP Grant dated October 13, 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

8. REGULAR MEETING ADJOURNMENT.

Mayor Stimpson adjourned the meeting at 8:14 p.m.

9. CLOSED SESSION.

- CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY ROW ACQUISITION FOR Pitt Bridge Project:, Agency negotiator: Yvonne Kimball, City Manager, and Josh Nelson, City Attorney Negotiating parties: Property Owners: Norris & Hogue (APN #020-200-028), Brown & Heath (APN# 020-026-005)

- CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION
  Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case

10. CLOSED SESSION ADJOURNMENT.

Mayor Stimpson adjourned the meeting at 8:37 p.m.

ATTEST:

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Cash Account Total: 127055.22
Total Disbursements: 127055.22
CITY OF JACKSON
MEMORANDUM

TO: Yvonne Kimball, City Manager

FROM: Matt Ospital, City Engineer

RE: Project Status Update

DATE: October 8, 2020

Yvonne, as requested for the next City Council meeting, the following is a status
projects WGA is currently working on:

1. **French Bar Bridge Replacement Project** - Project is currently ready for
construction. The City has checked all the boxes and noted that on a recent
bridge survey from Caltrans. We anticipate receiving permission to move
forward in November, but it is not 100% guaranteed.

2. **South Avenue Bridge Replacement Project** – WGA has completed the
revised bridge geometrics at the request of the State and is now awaiting
approval from Caltrans on a project report. Project will continue design and
utility relocation work. Construction is anticipated in 2022. ROW acquisition is
complete.

3. **Pitt Street Bridge Replacement Project** - Continuing project design on the
improvement plans and utility relocation work. Interwest Consulting is working
on the minor right of way acquisition. Construction is anticipated in 2022.

4. **Street Light Grant (Hwy 49)** – RFP was advertised for design
consultants. WGA is available to assist the City with selecting a design
consultant for this project.

5. **Library Waterline Project** – A waterline easement across the Garrett/
Salyer parcel has been acquired. Plans have been completed; working on
approval from County on attachment of 4” line to side of the library.
Resolution No. 2020-39

A Resolution of the City Council of the City of Jackson
Accepting Offers of Dedication as Shown on
Parcel Map 2870 for Legacy Ventures, Inc.

WHEREAS, Parcel Map No. 2870 for Legacy Ventures, Inc. (see Exhibit) has been completed and consistency with Planning Commission Resolution 2018-01 and 2020-01 required prior to approval by City Council; and

WHEREAS, Developer proposes to complete required improvements after recording of the Parcel Map; and

WHEREAS, Government Code Section 66411.1 provides for waiver of offsite and onsite improvements; and

WHEREAS, statement of said waiver is set forth on said map in compliance with said Government Code Section 66411.1 and has been approved by City Building Official and City Engineer; and

WHEREAS, offers of dedication required by Planning Commission Resolution 2020-01 are set forth on Parcel Map No. 2870; and

WHEREAS, City Associate Engineer has certified said map is technically correct.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson does hereby accept offers of dedication for public utility and public facility easements, and for Jackson Gate rights of way; and

BE IT FURTHER RESOLVED, City Building Official is hereby authorized to withhold issuance of Certificate of Occupancy for any Parcel Map No. 2870 lot until such time as all conditions of Planning Commission Resolution No. 2018-01 have been complied with; and

BE IT FURTHER RESOLVED, notwithstanding City Code Sections 17.108.040A and 17.98.060A, City Clerk is hereby authorized to execute City Clerk Certificate accepting said offers of dedication and shall cause the map to be recorded in a timely manner.
Accepting Offers of Dedication, Parcel Map 2870 for Legacy Ventures, Inc.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 26th day of October, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

CITY OF JACKSON

______________________________  
Bob Stimpson, Mayor

ATTEST:

______________________________  
John Georgette, City Clerk
PARCEL MAP No. 2870
for
LEGACY VENTURES, INC.,
a California corporation
2020-0006388
BEING A PORTION OF LOTS 10, BLOCK II,
ALSO BEING A PORTION OF THE NW 1/4 SECTION 21, T 6 N., R. 11 E., M. D. M.
CITY OF JACKSON, COUNTY OF AMADOR, STATE OF CALIFORNIA.

Toma & Associates Inc.
ENGINEERING-SURVEYING-PLANNING
October, 2020

SURVEYOR'S STATEMENT
This survey was prepared by me or under my direction and is based upon field survey in accordance with the requirements of the Subdivision Map Act and Local Ordinance at the request of Michael Bronson in August of 2020. I hereby state that this parcel map substantially conforms to the conditionally
approved tentative map, that the monuments are of the character and occupy the positions indicated, and that said monuments are sufficient to enable the
survey to be retraced.

DATE:_____________________

2020 L. Toma
P.L.S. 2579
MY LICENSE EXPIRES 6-30-2022

CITY CLERK'S CERTIFICATE
I, John Georgette, hereby certify that the City Council of Jackson, California, has reviewed and approved this parcel map No. 2897, by resolution of the
City Council of Jackson, and hereby accepts all orders of dedication shown herein for public utility easements and public facility easements and
right-of-way for Jackson Gate Road.

DATE:_____________________

JOHN GEORGETTE
JACKSON CITY CLERK

CITY ENGINEER'S STATEMENT
I have examined this parcel map. The subdivision as shown herein is substantially the same as it appears on the tentative map if any, and any approved
alterations thereto. All portions of this subdivision map act and of any local ordinance applicable at the time of approval of the tentative map, if any, have been complied with. I am satisfied the map is technically correct.

DATE:_____________________

RANDY HERBER
P.E. 32259
JACKSON ASSOCIATE CITY ENGINEER
MY LICENSE EXPIRES 9-30-2021

RECORDER'S STATEMENT
Filed this____DAY OF____, 2022, AT____O'Clock____M.
in book____OF MAPS AND PLATS AT PAGE____OF THE J ACKSON
RECORD.

INSTRUMENT NO.:_____________________

KIMBERLY L. GADZ
DEPUTY
AMADOR COUNTYRECORDER

NOTE:
Prior to issuance of a certificate of occupancy for any structure constructed on parcel parcels of this parcel map No. 2897, all conditions of approval as set
forth on Planning Commission Resolution No. 2018-01 shall be complied with.
Planning Commission Resolution No. 2020-01

A Resolution of the Planning Commission of the City of Jackson
Approving Tentative Parcel Map 2870 Extension
1016 Jackson Gate Road (APN 020-090-012)
George & Leah Lee

WHEREAS, George and Leah Lee are requesting an extension of Tentative Parcel Map 2870 located at 1016 Jackson Gate Road (APN 020-090-012); and

WHEREAS, the Planning Commission can, in accordance with Development Code Section 17.96.150, extend a Tentative Parcel Map for one to five years:

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. There have been no changes to the provisions of the General Plan, any applicable Specific Plan, or this Development Code applicable to the project since the approval of the Tentative Map causing the proposed subdivision to become inconsistent with the General Plan or any applicable Specific Plan, or to not comply with any applicable provision of this Development Code;

2. There have been no changes in the character of the site or its surroundings that affect how the policies of the General Plan or other standards of this Development Code apply to the project, causing the proposed subdivision to become inconsistent with the General Plan or any applicable Specific Plan, or to not comply with any applicable provision of this Development Code; and

3. There have been no changes to the capacities of community resources, including but not limited to water supply, sewage treatment or disposal facilities, roads or schools so that there is no longer sufficient remaining capacity to serve the project.

BE IT FURTHER RESOLVED that the Planning Commission hereby approves a one-year extension of Tentative Parcel Map 2870 for George & Leah Lee.

The foregoing resolution was duly passed and adopted by the Planning Commission of the City of Jackson at a regular meeting on the 18th day of February 2020, by the following vote:

AYES: Collins, White, Consolo
NOES: None
ABSENT: McLean, Klotz
ABSTAIN: None

CITY OF JACKSON

Debby Collins, Vice-Chairperson

ATTEST:
John Georgette, City Clerk
Planning Commission Resolution No. 2018-01

A Resolution of the Planning Commission of the City of Jackson
Approving Tentative Parcel Map 2870, 1016 Jackson Gate Road
APN 020-090-012, Mr. George Lee

WHEREAS, the applicant is proposing to divide one Residential High Density zoned property at 1016 Jackson Gate Road into three lots ranging in size from 7,832 square feet to 12,010 square feet. The proposed parcels would be accessed via an existing easement that will be extended along the east side of proposed Lot 1 and Lot 2; and

WHEREAS, the Planning Commission had held a duly noticed Public Hearing to solicit public comment on the application.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings in accordance with Development Code, Article V, Section 17.96.060 – Tentative Map Approval or Denial:

1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable provisions of the Subdivision Map Act, the General Plan, any applicable Specific Plan, the Development Code, the Amador County Transportation Commission Pedestrian and Bicycle Plan, and the City’s Improvement Standards;
2. The site is physically suitable for the type and density/intensity of development being proposed;
3. There are adequate provisions for public and emergency vehicle access, sanitation, water, and public utilities and services to ensure that the proposed development would not be detrimental to the public health and safety. Adequate provisions shall mean:
   a. There is available capacity in community sewer and/or water systems serving the subdivision; and
   b. Distribution and collection facilities for sewer and water and other infrastructure are installed to lot boundaries;
4. The tentative map approval is in compliance with the requirements of the California Environmental Quality Act (CEQA);
5. The subdivision will not be detrimental to the public health, safety, or welfare of the City, or injurious to the property or improvements in the vicinity in which the property is located;
6. The proposed subdivision, together with the provisions for its design and improvement, will not conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision unless alternate easements for access or use will be provided and the alternate easements will be substantially equivalent to ones previously acquired by the public;
7. The discharge of sewage from the proposed subdivision into the community sewer system will comply with the requirements prescribed by the Regional Water Quality Control Board.
BE IT FURTHER RESOLVED that the Planning Commission hereby approves
Tentative Parcel Map 2870 with the following Conditions of Approval;

1. All Standards for Development shall apply to this project. This condition shall be
implemented to the satisfaction of the City Engineer.

2. Common driveway encroachment to Jackson Gate Road shall be constructed to City
standards. This condition shall be implemented to the satisfaction of the City Engineer.

3. Common driveway shall be constructed to City standards with drainage to existing 8’
diameter drainage pipe subject to approval of City Engineer.

4. A driveway maintenance agreement approved by the City Attorney shall be recorded with
the parcel map.

5. The half-width right of way dedication on Jackson Gate Road shall be increased to 26
feet. This condition shall be implemented to the satisfaction of the City Engineer.

6. A drainage study shall be prepared and be subject to City Engineer approval. Drainage
study shall verify the adequacy of existing drainage facilities in Jackson Gate Road or
identify required improvements. Improvements shall be constructed per City Standards.

7. Any existing water lines that are not utilized shall be abandoned. This condition shall be
implemented to the satisfaction of the Water Superintendent.

8. All connections to City facilities shall comply with City standards. This condition shall
be implemented to the satisfaction of the City Engineer.

9. Applicant shall defend, indemnify, and hold harmless the City and its agents, officers,
and employees from any claim, action, or proceeding against the City to attack, set aside,
void, or annul, an approval of the review authority, which action is brought within the
time period provided for in Section 66499.37 of the Subdivision Map Act.

The foregoing resolution was duly passed and adopted by the Planning Commission of the City
of Jackson at a regular meeting on the 19th day of March, 2018 by the following vote:

AYES: Hoeser, Collins, McLean, White

NOES: None

ABSENT: Klotz

ABSTAIN: None

CITY OF JACKSON

Walter Hoeser, Chairman

ATTEST:

John Georgette, City Clerk
CITY OF JACKSON  
Council Meeting Memorandum  

Monday, October 26, 2020 – 7:00 PM Regular Meeting

To: Honorable Mayor and Members of the City Council

From: Yvonne Kimball, City Manager

Date: October 21, 2020

Agenda Item 6a: Discussion Calendar – 2020 Holiday Season Promotion Services Fund Request

Recommendation:

That the City Council authorize the 2020 holiday season marketing service proposal by ACT in collaboration with the Promotion Consultant.

Summary and Discussion:

Holiday season is fast approaching. This year all promotion activities have been greatly reduced due to COVID.

However, holidays are the most celebrated time of the year and traditionally the busiest season for businesses. Normally, during November and December, promotion needs include shopping local, Christmas Delights, Plaid Friday & Small Business Saturday. Although some activities may be modified, City is expected to provide some promotion services to support local businesses.

In planning for the 2020 holiday season, I had numerous conversations with Lucy Hackett, the city’s Business Promotion Specialist (consultant) and Melissa Haines, ACT Executive Director. We also reached out to local merchant Jeanette McDonalds, who has committed to executing this year’s Christmas Delights.

This year we are taking a new approach to the holiday season marketing – blending traditional means with modern technologies and mixing local outreach with regional marketing. Lucy Hackett will partner with ACT ED Melissa Haines.

Attached is a holiday promotion budget request of $2,700. The actual expenses may be higher or lower than the proposal depending on the actual cost of each item. This does include Lucy and ACT professional service fees. I recommend Council approval of the budget. It will be paid for by the Measure E (TOT restricted revenues) fund. We have not received any TOT revenues yet, but are expected to receive $80,000 in Measure E. Measure E also has a substantial fund balance in the amount of over $400,000.

Attachment: 2020 Holiday Season Marketing Proposal
City of Jackson Holiday Marketing Proposal – 10.19.20

Campaign Duration: Nov. 9, 2020 – Jan. 9, 2021

Themes: Home for the Holidays/Shop Locally

Goal: To encourage safe holiday shopping, dining and lodging in Jackson; to publicize Christmas Delights Open House, Plaid Friday & Small Business Saturday; to urge local support of Jackson small business during challenging economic times.

Audience: Amador County and 50 mi perimeter from Jackson

LOCAL OUTREACH

- Ledger Dispatch $ 500.00
- KVGC Radio $ 500.00
- Buy & Sell Press $ 250.00

** The local advertising outlets listed above are all Jackson businesses, who also generously subsidize Jackson activities through sponsorships, free coverage, and more.

REGIONAL OUTREACH

- ACT Social Media Platforms (Facebook, Insta, ACT Website, Folsom “Style”) $ 250.00
- Capital Public Radio $ 450.00
- ACT E-Blast $ 250.00

COORDINATION/DELIVERABLES (content creation, press releases, placement, etc)

- ACT (with assistance from Lucy Hackett) $ 500.00

TOTAL $ 2,700.00

Mission The Amador Council of Tourism provides unified harmony with public and private entities to increase awareness and visitation to Amador County benefiting the local economy.
To: Honorable Mayor and Members of the City Council

From: Yvonne Kimball, City Manager

Date: October 19, 2020

Agenda Item 6b: Discussion Calendar – Agreement to use the Civic Center as PG&E operated PSPS Resource Center

Recommendation:

That the City Council authorize the City Manager to enter into License Agreement with PG&E for its use of the Civic Center during PSPS events.

Summary and Discussion:

Following last year’s PSPS events, PG&E approached local agencies regarding potential resource centers. Facility location and accessibility to a reliable generator were key factors PG&E considers. Fire Chief Mackey responded to the request and structured the framework for this agreement. Upon detailed discussions, the attached agreement is being recommended for the Council to consider.

Highlights of the agreement are:

1. PG&E operates the civic center as a resource center for PSPS events. PG&E personnel mans the operation.
2. PG&E pays $800 per day for usage. During some instance, PG&E agrees to pay a $1000 cancelation fee should the usage becomes unnecessary, but the city has already cancelled other scheduled events to accommodate PG&E’s original request.
3. PG&E gives the city at least 24 hours advanced notice before staging to use the Civic Center. Chief Mackey will be the primary point of contact. She and I have discussed how to implement the activation process.
4. The three meeting Mondays are excluded from use days.
5. During PSPS Use Days, PG&E has the exclusive use of the handicap parking spots and those spots that are in the same row on the top-level parking. PG&E and its customers also have the right to enter and stay in civic center.
6. City is responsible to ensure the generator is in good working condition.
7. This is a one-year agreement so that we can closely assess how the partnership works out and determine whether to continue.
It is staff's understanding that PG&E has several resource centers throughout the county, including Sutter Hill and upcountry areas. The Jackson Civic Center is primarily for the Jackson community. However, Plymouth is not able to have a resource center this fire season and Jackson may be utilized for affected residents in that area of the county. According to Chief Mackey the “fire season” months that a PSPS event might be necessary usually start in late July until early November.

Staff believes that this is a positive arrangement that supports our mission of serving the public and also stays within in the means we reasonably have.

Attachment: Civic Center PSPS usage License Agreement with PG&E
LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("License Agreement") is made and entered into this 26th day of October, 2020 (the "Effective Date") by the CITY OF JACKSON, a political entity of the State of California, hereinafter called "LICENSOR," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as “PARTY” and collectively as “PARTIES”.

RECATALS:

A. LICENSOR owns the certain real property commonly known as Jackson Civic Center, 33 Broadway Street, Assessor's Parcel Number 020-263-005-000, hereinafter called the "Property," located in the City of Jackson, County of Amador, State of California. The Property includes an upper level parking lot ("Parking Lot") containing approximately 10+ parking spaces and a ground level parking garage ("Parking Garage") that contains 30+ spaces.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("PSPS Event"). For purposes of this License Agreement, a "PSPS Event" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include but are not limited to red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, and its employees, contractors, agents, and representatives ("PG&E's Representatives") and PG&E's customers the right to use the License Area described in EXHIBIT A attached hereto (the "License Area") and certain interior areas of the Property in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "PG&E's Activities."

2. Use of License Area; Interior Common Areas of the Property; Personnel.

   (a) Use of License Area. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the exclusive right to use the License Area as a customer resource center. Services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones and get up-to-date information on outages. Typical operating hours of the customer resource center shall be 8:00 am to 10:00 pm. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area.
(b) **Interior Common Areas of the Property.** PG&E and PG&E's Representatives and customers shall have the nonexclusive right, during Use Days, to use hallways, stairways, restrooms, and other interior common areas of the Property. PG&E and PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property. PG&E shall not impede or restrict LICENSOR’s or its invitee’s use of routes of ingress and egress and shall conduct its activities to avoid conflicts and congestion with other concurrent events and uses at the Property.

(c) **Personnel.** During Use Days PG&E shall have the exclusive right to access the License Area, up to twenty-four (24) hours per day. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. On Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E’s sole cost and expense. PG&E shall provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

3. **Staging Area; ADA Drop-off & ADA Parking; Customer Parking.**

(a) **Staging Area.** During Use Days, PG&E and PG&E’s Representatives shall have the nonexclusive right to use the exterior area of the Property shown on EXHIBIT A in the Parking Garage for vehicle staging (the "Staging Area") to support the operation of an indoor customer resource center in the case of a PSPS Event. PG&E and PG&E’s Representatives shall have the right to park mobile vehicle units and other vehicles. PG&E shall deliver equipment, supplies and materials to the License Area and park vehicles in Parking Garage.

(b) **ADA Drop-off & ADA Parking.** PG&E and PG&E’s customer shall have the exclusive right to use portions of the Parking Lot shown on EXHIBIT A as ADA Drop-off for ADA customer loading and unloading. PG&E’s customers shall have the exclusive right to park vehicles in portions of the Parking Lot shown on EXHIBIT A ADA Parking during Use Days for customers traveling alone that cannot use the ADA Drop-off.

(c) **Customer Parking.** PG&E, PG&E’s Representatives and PG&E’s customers shall have the nonexclusive right to use the exterior area of the Property shown on EXHIBIT A Parking Garage (the “Customer Parking”). PG&E shall install temporary signage to direct customers to park in the Parking Garage.

4. **Generator.** LICENSOR hereby grants PG&E the right to use the existing generator owned by LICENSOR (the "Licensor-Owned Generator") installed at the Property in the Parking Garage depicted in EXHIBIT A “Parking Garage” during Use Days. LICENSOR agrees that PG&E may utilize the Licensor-Owned Generator during a PSPS Event in the License Area, without payment of any additional fees or charges by PG&E.

5. **Term.** The Term of this Agreement shall commence upon the **Effective Date** and shall expire on October 27, 2021 (“Initial Term”). The Initial Term shall be automatically renewed for up to two (2) additional one year periods (each an “Extended Term”) unless either Party provides the other party 90 days written notice of its election to terminate at the close of the Initial Term or following Extended Term. The Extended Terms shall commence on October 1 and end the following September 30. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area or
the Staging Area are referred to herein as "Use Days." During Use Days, PG&E shall have the exclusive right to use the License Area and the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("License Fee") of Eight Hundred Dollars ($800.00) per day for each Use Day.

(a) If the LICENSOR cancels another event upon notification from PG&E and the PSPS Event is cancelled, with no License Fee received, there will be a charge of One Thousand Dollars ($1,000.00).

7. Priority Scheduling. PG&E shall give LICENSOR at least twenty-four (24) hours' prior notice (the "PSPS Notice") of the dates and times that PG&E desires to access and use the Property in connection with a PSPS Event. Within four (4) hours after receipt of a PSPS Notice, LICENSOR shall confirm receipt of the PSPS Notice. PG&E's use of the Property in connection with a PSPS Event shall take priority over other uses and events, except LICENSOR council/planning commission meetings ("Council/Planning Commission Meetings"). If another use or event is scheduled at the Property that would conflict with PG&E's use of the Property during the dates and times specified in the PSPS Notice, LICENSOR shall cancel such event. LICENSOR acknowledges that PG&E may give LICENSOR multiple PSPS Notices during any calendar year.

(a) Council/Planning Commission Meetings. PG&E acknowledges that LICENSOR holds Regular Council Meetings on the second (2nd) and fourth (4th) Monday of each month and Regular Planning Commission Meetings every third (3rd) Monday with the potential for a Regular Council/Planning Commission Meeting to be held on the following Tuesday if the Monday is an observed holiday. PG&E shall not request access to use the Property in connection with a PSPS Event should the PSPS Event dates and times conflict with Council/Planning Commission Meeting schedule.

8. Use of License Area and Staging Area.

(a) As Is. PG&E accepts the License Area and the Staging Area "AS-IS," "WHERE-IS" and "WITH ALL-
FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area and the Staging Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time. Except in the event of an emergency, PG&E shall not make any alterations, repairs or improvements to the Property without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Use. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the preceding sentence, PG&E shall maintain the License Area and the Staging Area in reasonably neat and orderly condition during Use Days; provided, however, that LICENSOR, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or the Staging Area.

(c) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(d) Restoration. Upon PG&E's ceasing to use the License Area and the Staging Area in connection with a particular PSPS Event, PG&E shall remove all personal property of PG&E from the License Area, remove all vehicles, personal property, debris and waste material of PG&E and PG&E's Representatives from the Staging Area, and repair and restore the License Area and the Staging Area as nearly as reasonably possible to the condition that existed prior to PG&E's entry hereunder.

9. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in EXHIBIT B. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in EXHIBIT B. EXHIBIT B shall be updated as needed to reflect current names and contact information.

10. Indemnity. Except to the extent caused by the sole negligence or willful misconduct of LICENSOR, its officers, agents, or employees, PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against

16213.106 4849-6712-2099.4 4 of 10
all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "Claims") that are caused by PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to the property of LICENSOR, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with EXHIBIT C.

12. Alterations to Property. LICENSOR hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's expense, the alterations to the Property described in EXHIBIT D attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with LICENSOR.


(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.
(f) **Interpretation.** This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(g) **Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

- **EXHIBIT A** – License Area  
  - ADA Parking and ADA Drop-off  
  - Staging and Customer Parking

- **EXHIBIT B** – Notices

- **EXHIBIT C** – Statement of Self-Insurance Program

- **EXHIBIT D** – ADA Alterations

(h) **Electronic Signatures.** This License Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(i) **Successors and Assigns.** This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(j) **Entire Agreement.** This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.
IN WITNESS WHEREOF, the parties have executed this License Agreement as of the
date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY, CITY OF JACKSON
a California corporation

By: ______________________________
Name: Chris Medders
Its: Manager, Land Acquisition
Date: ______________________________

"LICENSOR"

a political entity of the State of California

By: ______________________________
Name: _____________________________
Its: _______________________________
Date: _______________________________
EXHIBIT A

Jackson City Services Office – Top Level

Parking Garage (non-exclusive)
EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to ______________________ at the following:

Email address: ______________________ Phone Number: ______________________

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

_________________________ Phone: ______________________

_________________________ Phone: ______________________

Weekends and After Hours: ______________________

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton at the following email address: Jessica.Melton@pge.com, cc’ing CRCHelp@pge.com,
EXHIBIT C

STATEMENT OF SELF-INSURANCE PROGRAM

To Whom it May Concern

Issued to: ____________________________

July 17, 2020

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

- Commercial General Liability: $5,000,000 each occurrence / $5,000,000 aggregate
- Employer's Liability: $1,000,000 each accident
- Business Auto Liability: $1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers’ Compensation. Our identification number for this purpose is 2-0012-01-099.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E.

[Signature]

Stephen Cairns
Vice President, Internal Audit and Chief Risk Officer
Pacific Gas and Electric Company

SI Certification Letter
File: PGE-246.01
EXHIBIT D

ADA ALTERATIONS

- Repair cracks and gaps in the ramp from the brick pathway to the parking area
CITY OF JACKSON
Council Meeting Memorandum

Monday, October 26, 2020 – 7:00 PM Regular Meeting

To: Honorable Mayor and Members of the City Council

From: Patti Ungaro

Date: October 19, 2020

Agenda Item 6c: Discussion Calendar – Oro de Amador Lease

Recommendation:

That the City Council direct staff on decision to either allow 1-year extension to current Lessee or place an RFQ.

Summary and Discussion:

The current lessee, Jim Laughton, original agreement period ends December 31, 2020. The City has a 1-year extension clause until December 31, 2021 with a 30-day written notice prior to the expiration of the initial term. The City has received 2 verbal interests in the Oro de Amador property for cattle grazing. It is requested that City Council direct staff on whether to extend current lessee’s agreement term or place an ad for an RFQ.

Attachment: Oro de Amador Current Agreement
CATTLE PASTURE AGREEMENT
BY AND BETWEEN
THE CITY OF JACKSON
AND
JAMES H. LAUGHTON

This Cattle Pasture Agreement ("Agreement") is entered into by and between the City of Jackson ("Lessor"), a California municipal corporation, and TIM LAUGHTON ("Lessee"), on this 11 day of MARCH, 2019, for the lease of certain real property known as the Oro de Amador property, situated immediately northeast of Jackson and accessed from New York Ranch Road, as depicted in the map attached as Exhibit "A" (the "Property").

AGREEMENT

NOW THEREFORE, with respect to the mutual covenants and considerations set forth herein, the Lessor and Lessee agree as follows:

1. This is a seasonal pasture lease and not a cattle care agreement as all duties for preparing the Property to take in cattle, all feed, water and care, and all cattle handling and management shall be provided by Lessee and none by Lessor.

2. The period of use shall be from March 12, 2019 until December 31, 2020. If, however, there is insufficient stock water available March 8, 2019, the grazing use shall be delayed and if in the reasonable judgment of Lessor feed or water resources will not support cattle until December 31, 2020, Lessor shall coordinate with Lessee about removing some or all of the cattle early. There shall be every reasonable effort taken to leave 750 lbs of residual dry material (RDM) on each acre of the Property. This Agreement may be extended by Lessor for an additional grazing season until December 31, 2021 (or such earlier date as provided above if insufficient water) in its sole option with thirty-days’ written notice to Lessee prior to the expiration of the initial term.

3. The portion of the Property useful for grazing is 147 acres, and based on ten acres per cow/calf pair, Lessee may turn out 14 head of cows with calves on the Property.

4. The cattle will bear the registered brand of and Lessee will notify Lessor 48 hours prior to turn out. The rent shall be a total of $6,079.31

5. Lessor provides no guarantee as to feed, water, cattle gain, cattle death or cattle loss. Lessee shall timely remove any dead animals from the Property. Lessor defend, indemnify, and hold Lessor fully harmless as to any liability associated with this lease, including but not limited to injury or loss on or off the Property due to escaping cattle.

6. Lessee shall maintain an insurance policy insuring against all liabilities with the City of Jackson an expressly named additional insured. Lessee assumes all risk associated with the running of these cattle, which extends to Lessee, his employees, helpers, family and guests. Lessee expressly agrees to assume risks associated with the Property, specifically including wire, trash, mining equipment, old structures, pits, the dam, and tailing chemicals such as mercury and arsenic. Lessee shall examine the Property and accept possession in its present condition relying
on its own inspection and not any representations by Lessor or its agents. Lessee agrees to keep the Property orderly, clean and maintained. Lessee further agrees to remove from the Property at the conclusion of this lease anything placed on the Property.

7. Lessee shall not turn out cattle until all fences and gates are fully maintained and secured to constitute legal fences that can turn cattle.

8. Lessee shall be responsible to create and maintain a minimum of 20 feet wide (or a double dozer line) firebreak along the eastern boundary adjacent to the Rollingwood Estates.

9. Lessee understands that the Property is adjacent to town, housing, public roads, tourist sites and is therefore subject to unauthorized public access, and Lessee acknowledges the necessity of keeping an ongoing vigilant fence maintenance effort.

10. Lessee shall, at all times, fully comply with all laws and regulations governing the operations of his ranching enterprise and as would apply to the grazing of cattle on the Property.

11. Lessor shall have the right to enter and inspect the Property at all times.

12. This lease may be terminated by either party by giving no less than 30 days notice.

13. Lessee shall not assign this lease or encumber the Property in any respect.

14. Lessee agrees to pay Lessor all costs, expenses and attorneys fees if it becomes necessary to enforce any component of this lease or take any default action or to remove Lessee or recover possession of the Property.

15. Lessee agrees not to allow any hunting or the discharge of firearms on the Property.

IN WITNESS THEREOF, the Lessee and Lessor hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated on the day and year first written above.

City of Jackson
a California Municipal Corporation:

Yvonne Kimball
City Manager

3/11/2019

[Signature]

James H. Laughton
Name

Its: JAMES LAUGHTON
Resolution No. 2020-38

A Resolution of the City Council of the City of Jackson
Designating Additional Cost Allocation Revenues for Specific Purposes (2020 Cost Allocation Revenue Policy)

WHEREAS, on September 28, 2020, the City Council adopted the Cost Allocation Study conducted by Hildebrand Consulting, which updated the study results completed in the 2005 Cost Allocation study; and

WHEREAS, a “Cost Allocation” study assesses the fund needed from the internal service departments to support operation departments, including the water and the sewer funds; the study determines the transfer amounts from those funds to the general fund which funds the internal service departments; and

WHEREAS, the 2005 Cost Allocation study determined the current levels of transfers from the Water and the Sewer Funds to the General Fund, which is as follows: Water: $187,420 and Sewer $162,175; and

WHEREAS, the 2020 Cost Allocation Study found that the 2005 data were obsolete and further recommended that the Water and the Sewer Funds transfers be modified as follows: Water: $290,417; Sewer: $340,333; and

WHEREAS, upon adoption of the 2020 Cost Allocation study, an additional $281,155 is expected to be transferred to the General Fund annually which includes $102,997 additional from the Water Fund and $178,158 from the Sewer Fund; and

WHEREAS, the City Council recognizes that the City has many competing needs that could use the extra fund and desires to use the extra fund in a prudent manner; and

WHEREAS, the City Council recognizes PERS obligations and payments contribute greatly to the city’s financial constraints; and

WHEREAS, the City has an obligation to maintain a committed General Fund fund balance equal to the amount of 16.67% of annual expenditure; and

WHEREAS, the City Council desires to ensure that the City remain fiscally stable and wishes to designate the extra cost allocation revenues for specific purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson that a policy to designate the additional revenues resulted from the 2020 cost allocation study for specific purposes including the following:

1. PERS UAL normal annual payment when the payment is over $500,000.
2. Additional payments towards future PERS UAL.
3. To maintain the committed GF fund balance of 16.67% of expenditure each year.
BE IT FURTHER RESOLVED, the City Council directs the following steps:

1. Following annual audit and during annual budget preparation the City Manager recommends to Council proper use of this cost allocation revenue within the parameters set above.
2. The City Manager continues to monitor city’s financial status and recommends modification of this policy.
3. City Council shall implement necessary changes to this policy to ensure overall 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 26th day of October 2020 by the following vote:

AYES: ________________________
NOES: ______________________
ABSENT: ____________________
ABSTAIN: ___________________

CITY OF JACKSON

___________________________
Robert Stimpson, Mayor

ATTEST: _______________________
John Georgette, City Clerk