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 five (5) 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 February 24, 2020 Meeting Minutes.
- b. Approval of Expenditure Report in the amount of $308,177.38.
- c. Approval of Payroll Expenditure Report in the amount of $308,776.02.
- g. Approve Special Event Permit Application for Denim Day.
- h. Sutter Health Fee for Service Agreement.
- i. Tesla Supercharger Agreement.
- j. 2020-07 Authorization Establishment, Maintenance and Cashiering of Accounts (Reference to Certificate of Deposit Activities).

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.

- California League of Cities/State Coronavirus Briefing (information only)

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.**

b. Resolution 2020-08 Year 2020 City Investment Policy.

7. **REGULAR MEETING ADJOURNMENT.**

Regular meeting adjournment.

8. **CLOSED SESSION.**

- CONFERENCE WITH LABOR NEGOTIATORS
  - Agency designated representatives: Yvonne Kimball; Josh Nelson
  - Employee organizations: Jackson SEIU

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

9. **CLOSED MEETING ADJOURNMENT.**

**UPCOMING MEETINGS:**

- March 11, 2020 .......... 10:00 am Cemetery Committee Meeting *(CANCELLED)*
- March 16, 2020 .......... 6:30 pm Planning Commission Meeting *(to be confirmed)*
- March 23, 2020 .......... 7:00 pm Council Meeting
- April 8, 2020 .......... 10:00 am Cemetery Committee Meeting *(to be confirmed)*
- April 13, 2020 .......... 7:00 pm Council Meeting
- April 20, 2020 .......... 6:30 pm Planning Commission Meeting *(to be confirmed)*
- April 27, 2020 .......... 7:00 pm Council Meeting

**UPCOMING CLOSURE DATES FOR CITY OFFICES:**

- May 25, 2020 Memorial Day
- July 3, 2020 (Fri.) Observance for Independence Day (Saturday, July 4, 2020)
- September 7, 2020 Labor 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
Marilyn Lewis, Council Member – via telecon
Keith Sweet, Council Member

ABSENT: None

John Georgette, City Clerk

Staff Members:
Josh Nelson, City Attorney
Yvonne Kimball, City Manager
Max Godde, Public Works Superintendent
Debbie Mackey, Fire Chief
Chris Mynderup, Police 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.

Father Marko Bojovic from the St. Sava Serbian Orthodox Church presented Mayor Stimpson with a Letter of Intent from the municipality of Herceg Novi on twinning our towns as Sister Cities.

2. APPROVAL OF AGENDA.

Motion to approve the City Council Agenda dated February 24, 2020 as presented. Moved by Council member Lewis, seconded by Vice Mayor Gonsalves, and carried by a 5 to 0 vote:

AYES: Stimpson, Gonsalves, Garibaldi, Lewis, Sweet
NOES: None
ABSENT: None
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 five (5) minute limit.

• Paul Jones, Jackson resident, offered a beautiful Prayer.
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 February 10, 2020 Meeting Minutes.
b. Approval of Expenditure Reports in the amount of $93,332.80.
g. Update on Sewer Lateral Grant Project (a Supplemental Environmental Project in collaboration with the CDBG program).
h. FY 2019/20 Budget vs Actual Overview.
i. Resolution 2020-05 Drainage Easements on Parcel Map 2889 for Jackson View Partners, LP.

*Motion to approve the Consent Calendar dated February 24, 2020 as presented. Moved by Council Member Lewis, seconded by Councilmember Garibaldi, and carried by a 5 to 0 vote:*

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

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.

Public Works Superintendent, Max Godde reported the Jackson Pool is back up and running after fixing the sand and pool filter issue. The High School swim team is now able to use the pool.

During the beginning construction phase of the school district placing a new portable building at Argonaut High School, it was discovered that one of our sewer mains is right where they wanted to set this building. They have been notified and working on solutions.

Interviews are being held for our vacant Maintenance Worker I position.

City of Jackson had a water leak on Buena Vista Dr. where every employee that wears an orange uniform (employees under all functions of the Public Works Department) participated in the repair. This is another benefit of our cross-training efforts.

Last week Public Works had someone break into one of our storage sheds and steal a few items. The perpetrator then broke into a city vehicle, loaded it up with the items taken from the shed and drove off. The vehicle was located a few days later next to the Stockton Police Department with most of the stolen...
items in it. COJ had to pay impound fees and towing fees totaling around $700. Public Works is now getting estimates to put up a fence around the Corp Yard.

**Police Chief, Chris Mynderup** highlighted a few incidents that happened last couple weeks:

- **Attempted suicide:** Sgt. Butler was on scene finding a woman who attempted suicide. Sgt. Butler gave life saving measures to victim and was transported to Sutter Amador Hospital for further medical treatment and placed on psychiatric hold.
- **Motorcycle pursuit:** Officer Tollett noticed a motorcycle without rear plates traveling NB Hwy 49 from Hwy 88. Officer Tollett attempted a traffic stop the motorcycle accelerated in an unsafe pursuit terminating on Hwy 88 at Omo Ranch Rd. Driver was arrested for felony evading and vehicle theft.
- **PW Corp Yard break-in:** While on patrol Officer Spinelli found the chain at the PW Corp Yard gate destroyed. Bree Wilder, PW Foreman was contacted and confirmed one of the PW trucks was stolen and multiple items missing from the storage containers. Truck was recovered in Stockton with most of the equipment.
- **Felon observed:** Officer Tollett observed a wanted felon in the passenger seat of a car traveling EB Hwy 88 from Hwy 49. Officer Tollett attempted to pull over the vehicle but vehicle decided to keep driving until it stopped in the middle of Ousby Road. Felon decided to run, Officer Tollett called for emergency backup where allied law enforcement officers arrived including CHP helicopter. A Sheriff’s Sergeant was posted on Clinton Rd and observed the felon in front of a residence where he detained him and took him into custody.

Chief Mynderup added that he and couple of his officers participated in the homeless camp clean-up behind the Amador County Library along with several members of the Homeless Task Force, community members, and members from the homeless population. Aces donated a 20 cubic yard waste container that was filled to the brim. Plans for future site clean-ups will be discussed at future task force meetings.

Fire Chief, Debbie Mackey sadly reported that Captain Cody Martinsen’s last day will be Friday, February 28th and will be a volunteer for JFD.

Chief Mackey updated the Council and the public on a couple court cases that she was involved as a fire investigator. One was moved from March to May 4-5 and the second case was postponed due to a mental health evaluation being requested. Both fires were allegedly related to homeless individuals.

Chief Mackey met with Supervisor Crew and Amador Fire Chief White last week having a productive meeting discussing their working relationships and how they can help each other to strengthen their departments.

JFD assisted with the homeless camp clean-up behind the library and looks forward to future clean-up projects. Next clean-up will be discussed at the next Homeless Task Force meeting.

JFD is getting ready for their Dandelion Days fundraiser. She noted that the food will be absolutely delicious as always!

City Attorney, Josh Nelson shared an interesting case from the City of Lafayette that was recently published. It interpreted how cities can agendize and hold closed sessions when there’s significant exposure to litigation. His practice, and others who work in the area, always follow and rely on some
provisions of the Brown Act which allow the clients to agendize a closed session for a significant exposure to litigation but clarify the threat that justified that closed session is still public record that’s available to anyone upon request who asks to see it. The Court interpreted that provision in a way that was not anticipated, it was decided that if you were going to rely on that portion, you will actually need to include the threat itself in the agenda packet. The other way you could handle it would be to orally announce the basic facts which justify the threat before you go into closed session. You will see before we go into closed session tonight, we have 2 items under significant exposure to litigation and will make a brief oral announcement and that’s in response to this case.

City Manager, Yvonne Kimball reported that COJ applied for the Public Safety Power Shutoff Grant back in November 2019 and has been awarded $300K. She will work with departments on how best to spend these funds.

CM Kimball attended a Broadband meeting. Following the meeting, she began conversations with Volcano Communications last week getting free Wi-Fi on Main Street, as the Council has expressed interest in this. The effort will take some time, but the discussion has started.

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 attended briefly the Cemetery Committee meeting basically to represent Jackson Rotary to see if they had any projects to provide community service on and pass on to the Rotary Board.

CM Sweet will be meeting with the local electrician to walk Main St. to survey the feasibility of doing the outline lights as discussed at previous meetings.

Last Thursday, a group of us, as reported on Facebook and in the newspaper soon, met at Vogan Alley to unveil the new street name, Logan’s Alley. Lisa Cenotto, daughter of Larry Cenotto, came from Portland, Oregon to partake in the festivities. CM Sweet thanked Stan Lucowicz for providing the refreshments afterward.

CM Sweet attended the ACTC meeting for Amador/Calaveras County with a major agenda item, “Needs Assessment for Extreme Weather and Natural Disaster Prevention”. ACTC received a $150K grant for Fire and Flood danger here in Amador County where they have started identifying fire danger areas, by types of vegetation, throughout Amador County. They’re also identifying evacuation routes and putting up signage for these routes. CM Sweet also attended a meeting in Tuolumne County with a presentation by a GIS representative for Mariposa County where they have already started to ultimately attempt to identify where people live in the county who are endangered because of frailty or immobile or where lifesaving equipment is needed.

CM Sweet also attended the Chamber of Commerce with nothing significant to report.

Council member Lewis – nothing to report.

Council member Garibaldi attended the Amador Council on Tourism meeting, reviewing focus with changeover in executive director and moving forward.
On the ACRA side, CM Garibaldi thanked the Council for their Letter of Support regarding the building acquisition. At the Board of Supervisor’s meeting it was decided to move it from ACRA in pursuing the grants and working on the project to John Hopkins at the County GSA. ACRA supports this as the grant that would pay for a decent part of the building has to be applied for by the County by direction of the Board of Supervisors. CM Garibaldi and Carolyn Fregulia met with John Hopkins on Friday and found him interested in the project, he’s already gathering information and doing his due diligence that ACRA was working on. All still in the works and will report back to the Council.

Vice Mayor Gonsalves attended the Amador Fire Safe Council meeting, not an appointed position from this Board, but brings back valuable information. The Fire Safe Council is actively applying for grants. There is an 11-mile, 300 ft wide, fuel break that is going on behind the Mitchell Mine Road ridge.

Regarding the Mapping and Evacuation as CM Sweet reported, this also has come out at the Fire Safety Council and the engines are already supplied with maps and electronic GPS device that provides name of resident and any special needs required. This has started upcountry in the Amador Pines area working their way down. This group will be working with City Fire and all of the County will be mapped on an Evacuation Map that will be extremely important for all of us residents.

VM Gonsalves attended the Logan’s Alley dedication.

Following the dedication, she met with Assemblyman Bigelow to discuss fire issues and the importance and conversation around homeowner’s insurance and non-renewals. There are a couple of Bills on the floor right now addressing the issue of Homeowners Insurance with Sacramento understanding the importance of this topic.

After meeting with Assemblyman Bigelow, VM Gonsalves came back to the National Hotel for the kick-off the Historical Society Fundraiser to raise funds for a new Livery Stable to be built at the Museum.

Lastly, VM Gonsalves gave a shout-out to the local fire department for watering the daffodils at Vista Point!

Mayor Stimpson was involved with the clean-up behind the Library, a lot of debris was removed and burned to where it looks really nice now.

Attended a Shriner’s dinner and had an impromptu meeting with Supervisor Crew discussing possibly working together with the County on getting the parking lot at the Library and Scout Hut repaved and resealed.

Mayor Stimpson was also in attendance at the Logan’s Alley event.

Attended the dinner at St. Sava Mission where dancers from Serbia performed.

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. Receive and discuss City Planner Activity Report.

Susan Peters, City Planner, provided overview of her projects as listed and referenced in the City Council Meeting Packet (page 35-37).

Mayor Stimpson asked Council for any questions, after hearing none, moved to Public Comments.

Stephen DeSilva, Jackson resident, approached Council to discuss the Development Plans (item 12 in Susan Peter’s Activity Report). He expressed his concerns with the tree removal plan for the upcoming bridge replacement projects. He was concerned that those trees slated to be removed are heritage trees.

After no further discussion, Mayor Stimpson closed for Public Comments and proceeded to next Discussion item.

b. Heritage Tree Protection Presentation by Jackson Residents Stephen DeSilva and Jack Johnson.

Prior to Stephen DeSilva’s presentation, Mayor Stimpson questioned Mr. DeSilva about a flyer he distributed to the public which the Council personally felt offended. Mr. DeSilva recognized and took ownership of the flyer and apologized as it was released prior to the Heritage Tree discussions.

Council acknowledged that they received a copy of Mr. DeSilva’s 40-page presentation on the day of the council meeting discussion. They stated that is did not provide the Council enough time to prepare for the discussion. CM Sweet suggested that Mr. DeSilva needs to submit his material at least 72 hours prior. Mr. DeSilva proceeded with a brief outline of his thoughts.

Mayor Stimpson opened for Public Comments.

Brian Eagleson, Jackson resident, asked about the city’s existing tree ordinance. City staff said it’s the Municipal Code Section 17.40.070 and would send him a copy if he would provide his email on sign-in sheet.

Monise Sheehan, newly Jackson resident, lives on Wallace St. neighborhood and agreed with Mr. DeSilva’s initiative to save trees. She wants to help to come up with good city regulations.

After no further public comments, Mayor Stimpson brought discussion back to the Council.

Council would Committee to review the Heritage Tree Inventory that Mr. DeSilva submitted last meeting and look at the current Ordinance.
8. **REGULAR MEETING ADJOURNMENT.**

Mayor Stimpson adjourned the meeting at 8:48 p.m.

9. **CLOSED SESSION.**

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

10. **CLOSED SESSION ADJOURNMENT.**

    Mayor Stimpson adjourned the meeting at 9:36 p.m.

**ATTEST:**

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Cash Account Total: 2537.30  0.00  2537.30
Total Disbursements: 2537.30  0.00  2537.30
### SALARY AND RELATED ITEMS FOR MONTH OF FEBRUARY 2020

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#### TOTAL WAGES & SALARY RELATED ITEMS: 308,776.22
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The Building Department processed 16 total permits in January. The total number of permits decreased from December’s total of 33.

Application for general permits were approved for improvements to existing residential properties. People continue to make preparations for PG&E PSPS events sure to come in the summer and fall due to the drier weather.

Building at Jackson View Estates continues to progress at a good pace. Most of the units approved in August are now water tight and finishes are being installed. The units approved in December are nearly ready for framing, plumbing and electrical, HVAC, etc. inspections.

CODE ENFORCEMENT UPDATE:

There are no significant code enforcement issues to report at this time.

PROJECTED:

This first of the year should slow down some due to changes in the weather. Applications have indicated that home improvement market continues to be steady. It is expected that property
owners will spend money on their properties in areas of necessity. Alternative Power Sourcing (Solar, Generators, etc.) is expected to be the majority of permits approved as we near the drier season.

For comparison... January of 2019 produced 20 approved building permits.

As always, if you have any questions or comments please feel free to let Staff know. Council feedback is always welcome and appreciated. HAPPY NEW YEAR!!!

ATTACHMENTS -JANUARY 2020 Building Permit Log
## Permit Report

**01/01/2020 - 01/31/2020**

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<th>Description</th>
<th>Parcel #</th>
<th>Parcel Address</th>
<th>Project Cost</th>
<th>Total Fees</th>
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**Group Total: 3**

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<th>Description</th>
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<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8705</td>
<td>1/2/2020</td>
<td>Mechanical</td>
<td>HVAC SPLIT-SYSTEM CHANGEOUT</td>
<td>152 WESTVIEW LANE</td>
<td>11,511</td>
<td>$344.37</td>
</tr>
<tr>
<td>8703</td>
<td>1/2/2020</td>
<td>Mechanical</td>
<td>HVAC Package Unit Changeout</td>
<td>112 CIRCLE DRIVE</td>
<td>4,000</td>
<td>$120.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>42,880</strong></td>
</tr>
</tbody>
</table>

**Group: Miscellaneous**

<table>
<thead>
<tr>
<th>Job No.</th>
<th>Date</th>
<th>Service Type</th>
<th>Description</th>
<th>Address</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8709</td>
<td>1/15/2020</td>
<td>Miscellaneous</td>
<td>STAR DONUTS (Unit 535): Installation of New Prep Sink Behind Front Counter</td>
<td>525 - 535 STATE HIGHWAY 049</td>
<td>3,000</td>
<td>$116.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>3,000</strong></td>
</tr>
</tbody>
</table>

**Group: Plumbing**

<table>
<thead>
<tr>
<th>Job No.</th>
<th>Date</th>
<th>Service Type</th>
<th>Description</th>
<th>Address</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8716</td>
<td>1/23/2020</td>
<td>Plumbing</td>
<td>Install New Water Heater</td>
<td>145 HILLSIDE PLACE</td>
<td>2,750</td>
<td>$116.50</td>
</tr>
<tr>
<td>8708</td>
<td>1/2/2020</td>
<td>Plumbing</td>
<td>WATER HEATER REPLACEMENT</td>
<td>425 PITT STREET</td>
<td>2,745</td>
<td>$116.50</td>
</tr>
<tr>
<td>8707</td>
<td>1/2/2020</td>
<td>Plumbing</td>
<td>WATER HEATER REPLACEMENT</td>
<td>2037 THOMAS DRIVE</td>
<td>2,677</td>
<td>$116.50</td>
</tr>
<tr>
<td>8704</td>
<td>1/2/2020</td>
<td>Plumbing</td>
<td>WATER HEATER REPLACEMENT</td>
<td>213 MASON STREET</td>
<td>2,245</td>
<td>$116.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>10,417</strong></td>
</tr>
</tbody>
</table>

**Group: Remodel**

<table>
<thead>
<tr>
<th>Job No.</th>
<th>Date</th>
<th>Service Type</th>
<th>Description</th>
<th>Address</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8715</td>
<td>1/23/2020</td>
<td>Remodel</td>
<td>Remodel of Existing Accessory Dwelling Unit</td>
<td>10438 BUENA VISTA DRIVE</td>
<td>3,000</td>
<td>$116.50</td>
</tr>
<tr>
<td>8713</td>
<td>1/16/2020</td>
<td>Remodel</td>
<td>REMODEL: Remodel of Existing SFD, Studio Apartment, New Plumbing, Electrical, HVAC</td>
<td>257 NEW YORK RANCH ROAD</td>
<td>38,000</td>
<td>$1,135.54</td>
</tr>
<tr>
<td>Code</td>
<td>Date</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Address</td>
<td>Total Quantity</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td>------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>--------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>8711</td>
<td>1/15/2020</td>
<td>Reroof</td>
<td>8,900</td>
<td></td>
<td>20-140-036-00</td>
<td>8,900</td>
</tr>
</tbody>
</table>

**Group Total: 2**

**Total Records: 16**
The Building Department processed 15 total permits in February. The total number of permits decreased from January’s total of 16.

Only three applications had been approved through the third week of the month. The remaining twelve permits were approved in the final week. This was a very busy time due to numerous inspection requests from prior months and other projects throughout the City.

The LED lighting project with Advanced Lighting has been approved and installation scheduling has begun. Once materials are ordered and ready for installation I will be coordinating with Advanced Lighting to schedule dates for install at each facility. Council will be updated when these dates are agreed upon.

Amador County OES hosted a jurisdiction wide planning session for two days to update the Local Hazard Mitigation Plan. Staff attended and is working to complete a project list for FEMA grant funds. This is a very involved process. The Building and Planning Departments will continue to work together at representing the City of Jackson for these projects. Some of which could include areas impacted by landslides, flood damage, infrastructure damage due to flood waters, high winds and other natural causes. Please look for updates in the months ahead.
Building at Jackson View Estates continues to progress very well due to the dry month. Most of the units approved in August and December are now water tight. The units approved in December have passed framing, plumbing and electrical, HVAC, etc. inspections. Utility work is now being completed and finish grading on these lots should be done in March.

CODE ENFORCEMENT UPDATE:

There are no significant code enforcement issues to report at this time.

PROJECTED:

It is looking like we could have an early spring and summer. This will have a positive impact on construction projects within the City. Application are expected to remain steady into the summer if the weather trends continue. Alternative Power Sourcing (Solar, Generators, etc.) is expected to be the majority of permits approved as we near the drier season. It will be interesting to see how the 2020 Election Year plays a part in the economy as it applies to property improvement and building projects.

For comparison... February of 2019 produced 18 approved building permits.

As always, if you have any questions or comments please feel free to let Staff know. Council feedback is always welcome and appreciated. HAPPY NEW YEAR!!!

ATTACHMENTS -FEBRUARY 2020 Building Permit Log
## Permit Report

**02/01/2020 - 02/29/2020**

<table>
<thead>
<tr>
<th>Permit #</th>
<th>Permit Date</th>
<th>Permit Type</th>
<th>Description</th>
<th>Parcel #</th>
<th>Parcel Address</th>
<th>Project Cost</th>
<th>Total Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group: Deck</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8733</td>
<td>2/26/2020</td>
<td>Deck</td>
<td>NEW Attached Wood-Framed Deck: 546 sq. ft.</td>
<td>044-520-029-000</td>
<td>142 EMERALD LANE</td>
<td>9,500</td>
<td>$432.59</td>
</tr>
<tr>
<td><strong>Group Total: 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Group: Electrical** |
| 8727     | 2/21/2020   | Electrical  | ELECTRICAL: Install Back-up Generator With ATS | 044-500-003-000 | 118 EMERALD LANE | 10,500 | $409.22 |
| 8720     | 2/18/2020   | Electrical  | ELECTRICAL: Installation of 22 kW Backup Generator with ATS | 20-342-004-00 | 119 WALLACE STREET | 18,000 | $537.94 |
| **Group Total: 2** |

| **Group: Mechanical** |
| 8719     | 2/4/2020    | Mechanical  | HVAC PACKAGE UNIT CHANGEOUT: 16 SEER, 12 EER 90k BTUH, 80% AFUE | 20-332-034-00 | 106 GORDON PLACE | 15,685 | $468.88 |
| **Group Total: 1** |

| **Group: Miscellaneous** |
| 8723     | 2/26/2020   | Miscellaneous | Remove 4 x 12 Beam/Header/Posts and Replace with Full Span Glue-Lam Beam. Ceiling | 20-312-010-00 | 10 SMALLEY AVENUE | 15,000 | $178.45 |
| **Group Total: 1** |
| Group: Remodel |         |         | REMODEL: Converting Existing Half-Bath to Full Bath, Includes New Plumbing and Electrical for Bathroom Only. | 20-331-002-00 | 411 SOUTH AVENUE | 4,389 | $226.93 |
| Group: Reroof |         |         | Tear-Off and Reroof, Composite Shingle | 44-380-004-00 | 316 WESTVIEW DRIVE | 9,800 | $293.33 |
| Group: Sign |         |         | SIGN: Free-Standing Monument Sign @ Gold Country Center | 20-200-073-00 | 800 STATE HIGHWAY 88 | 42,000 | $720.44 |
| Group: Solar |         |         | SOLAR: Roof-Mounted Solar PV System, 7 kW, 23 Modules, One Inverter | 20-351-004-00 | 235 BOARMAN STREET | 14,030 | $496.82 |
|             |         |         | SOLAR: Roof-Mounted Solar PV System, 3.52 kW, 11 Modules, 1 Inverter, HCD Permit Required for Dwelling Unit, Detached Garage Under City Jurisdiction | 20-524-020-00 | 20 ROLLINGWOOD DRIVE, Unit 189 | 12,000 | $496.56 |
|             |         |         | SOLAR: Roof-Mounted Solar PV System. 4.88 kW. | 20-590-002 | 105 VILLAGE COURT | 30,000 | $499.90 |
| 8729 | 2/21/2020 | Solar | SOLAR: Roof-Mounted Solar PV System, 4.23 kW, 13 Modules, 1 Inverter with Battery Backup | 20-590-008 | 153 VILLAGE COURT | 26,000 | $499.38 |
| 8728 | 2/21/2020 | Solar | SOLAR: Roof-Mounted PV Solar System, 5.44 kW, 17 Modules, 1 Inverter with 225A Main Service Panel Upgrade | 44-090-057-00 | 135 DETERT LANE | 21,500 | $497.80 |
| 8726 | 2/20/2020 | Solar | SOLAR: Roof-Mounted Solar PV System, 6.5 kW, 21 Modules with Micro-Inverters | 44-351-022-00 | 114 GARDEN COURT | 19,000 | $497.47 |
| 8724 | 2/19/2020 | Solar | SOLAR: Roof-Mounted Solar PV System, 4.23 kW, 13 Modules, 1 Inverter with Battery Backup | 20-590-010 | 144 VILLAGE COURT | 36,900 | $500.80 |

| 159,430 | $3,488.73 |

Group Total: 7

| 284,304 | $6,756.51 |

Total Records: 15

3/5/2020
Jackson Police Department

To: Honorable Mayor and Members of City Council
From: Chris Mynderup, Chief of Police
Subject: Monthly Activity Report – February, 2020
Date: March 2, 2020

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Incidents</td>
<td>939</td>
</tr>
<tr>
<td>Calls for Service</td>
<td>263</td>
</tr>
<tr>
<td>Officer Initiated Incidents</td>
<td>676</td>
</tr>
<tr>
<td>Police Reports</td>
<td>93 (2 canceled)</td>
</tr>
<tr>
<td>Arrests</td>
<td>34 (31 Misdemeanor, 3 Felony)</td>
</tr>
<tr>
<td>Traffic Collisions</td>
<td>8 (5 non-injury, 1 injury, 2 hit &amp; run)</td>
</tr>
<tr>
<td>Assault &amp; Battery</td>
<td>4</td>
</tr>
<tr>
<td>Disturbance of the Peace</td>
<td>27</td>
</tr>
<tr>
<td>Public Intoxication</td>
<td>9</td>
</tr>
<tr>
<td>Driving Under the Influence</td>
<td>0</td>
</tr>
<tr>
<td>Child Abuse</td>
<td>1</td>
</tr>
<tr>
<td>Elder Abuse</td>
<td>0</td>
</tr>
<tr>
<td>Sexual Crimes</td>
<td>0</td>
</tr>
<tr>
<td>Domestic Incidents</td>
<td>3 (no arrests)</td>
</tr>
<tr>
<td>Coroner’s Case</td>
<td>1</td>
</tr>
<tr>
<td>Mental Health Detention</td>
<td>4</td>
</tr>
<tr>
<td>Burglary</td>
<td>1</td>
</tr>
<tr>
<td>Robbery</td>
<td>0</td>
</tr>
<tr>
<td>Category</td>
<td>Count</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Grand/Petty Theft</td>
<td>11</td>
</tr>
<tr>
<td>Vandalism</td>
<td>8</td>
</tr>
<tr>
<td>Vehicle Theft</td>
<td>2</td>
</tr>
<tr>
<td>Arson</td>
<td>0</td>
</tr>
<tr>
<td>Ambulance/Fire Assist</td>
<td>4</td>
</tr>
<tr>
<td>Traffic Stops</td>
<td>126</td>
</tr>
<tr>
<td></td>
<td>(50 citations)</td>
</tr>
<tr>
<td>Security Checks</td>
<td>858</td>
</tr>
</tbody>
</table>
MEMORANDUM

To: Honorable Mayor and Members of City Council
From: Chris Mynderup, Chief of Police
Date: March 4, 2020
Subject: Special Event Permit Approval – Kit Carson Mountain Men Days of 49 Wagon Train Parade.

Recommendation:
That City Council approves the Special Event Permit Application for the Kit Carson Mountain Men Days of 49 Wagon Train Parade.

Discussion:
The Kit Carson Mountain Men Wagon Train will be the main attraction for this event. The Wagon Train will arrive Saturday April 24 and travel non-stop down Main Street. The parade on the following day will start at 10:30 am and end at approximately 1:00 pm. The main parade route will be southbound Main Street through Historic Main Street to Water Street and terminating at Broadway. There will be approximately 12 to 20 covered wagons, 40 riders on horseback and 40 to 50 entries in the “Kiddies Parade,” which is a new addition this year.

Impacts:
Significant Police overtime will be created as all available personnel will be needed for the Sunday Parade. Many streets and intersections must be covered for traffic control. Several Officers will be on overtime to provide adequate safety for this event. The Patrol Sergeant has been directed to coordinate route details and relative timing with the event Organizer, Dianne Oneto. The intersection of Highway 49 at Main Street will be closed to all traffic through the duration of the parade.

The Police Department and Fire Department have no calls for service related to this event or any types of negative impacts.
APPLICATION FOR SPECIAL EVENT/ PARADE PERMIT

An application must be filed with the Chief of Police for any gathering, event, activity or parade on any city street, and/or any publicly owned property, a minimum of 20 days prior to the event.

1. Name of Event: Kit Carson Mountain Men "Days of 49" Wagon Train ------ KIDDIES PARADE
2. Purpose of Event: Celebrate Amador County's Pioneer Heritage
3. Location Description (also attach a map showing route or exact location): Main Street, Jackson
4. Date of Event: April 26, 2020 Sunday Time of Event: 9:30 am to 1:00 pm
   Sponsoring Organization: KCMM, NDGW Ursula #1 & Jackson Rancheria
   Day Phone #: (916) 769-4468

(attach by-laws and proof of non-profit status)

5. Applicant Name: John Queirolo (Kit Carson Mountain Men)
   Address: 10316 Amador Street
   Day Phone #: (916) 769-2339
   City: Jackson
   Position/Title in above organization: KCMM Representative
6. Alternate Name: Dianne Oneto
   Address: 10316 Amador Street
   Day Phone #: (916) 769-4468
   City: Jackson
   Title: Event Coordinator
7. Person in Charge at the Event: Dianne Oneto
   Day Phone #: (916) 769-4468
8. Anticipated size or number at the event, please explain in detail:
   We anticipate 40 - 50 entries in the Kiddies Parade, along with 12 - 20 wagons and approximately 40 riders on horseback. Parade goer attendance around 1000 - 2000. Additionally we plan activities, music, vendors, pony rides and cultural exhibits in three city & private parking lots.
9. Special needs of your event (music, PA system, animals, rides, entertainment, etc.):
   PA System and barricades on Main Street at Water and Main and also at Hwy 49 and Main Street intersection. Side street leading to Main street will also need to be barricaded/controlled.
10. Will food/beverages/alcohol be served? YES [ ] NO [ ]
    If YES, explain: Hopefully a pancake breakfast by the Fire Department and street vendors or by Main St food sources.

YOU ARE RESPONSIBLE TO MEET ALL STATE & COUNTY HEALTH CODES

11. Security Provided for the Event: None
12. Clean Up Plans: Parade participants with animals are required pick up, ARC to provide services for the Wagon Train.
13. Comprehensive general liability insurance coverage provided by: Larry Viegas Insurance

WITH THE CITY OF JACKSON NAMED AS ADDITIONAL INSURED.

14. Limits of Liability: $ 1,000,000.
15. Other Comments: This is the 7th year for the Wagon Train and the first year to revive the Kiddies parade that ran from 1938 - 1971.

16. Signature of Applicant: [Signature]
   Date: 2/6/2020

Do Not Sign if Emailing this form, you will receive a call verifying this application.
APPLICATION FOR SPECIAL EVENT/ PARADE PERMIT

An application must be filed with the Chief of Police for any gathering, event, activity or parade on any city street, and/or any publicly owned property, a minimum of 20 days prior to the event.

1. Name of Event: Kit Carson Mountain Men "Days of 49" Wagon Train ------ SATURDAY PROCESSION

2. Purpose of Event: Celebrate Amador County's Pioneer Heritage

3. Location Description (also attach a map showing route or exact location): Main Street, Jackson

4. Date of Event: April 24, 2020 Saturday Time of Event: 12:00 pm to 1:00 pm (approx)
   Sponsoring Organization: KCMM
   Day Phone #: (916) 769-4468

   (attach by-laws and proof of non-profit status)

5. Applicant Name: John Queirolo (Kit Carson Mountain Men)
   Address: 10316 Amador Street
   Day Phone #: (916) 769-2339
   Position/Title in above organization: KCMM Representative
   City: Jackson

6. Alternate Name: Dianne Oneto
   Address: 10316 Amador Street
   Day Phone #: (916) 769-4468
   Title: Event Coordinator
   City: Jackson

7. Person in Charge at the Event: Dianne Oneto
   Day Phone #: (916) 769-4468

8. Anticipated size or number at the event, please explain in detail: This is only for travel through downtown Jackson, via Main Street without stopping. It takes approximately 15 minutes or less to travel down Main St. Please see the attached map for the wagon train routes on both Saturday & Sunday (for the Kiddies Parade).

9. Special needs of your event (music, PA system, animals, rides, entertainment, etc.): NONE

10. Will food/beverages/alcohol be served? YES [ ] NO [x]
    If YES, explain:

   YOU ARE RESPONSIBLE TO MEET ALL STATE & COUNTY HEALTH CODES

11. Security Provided for the Event: NONE

12. Clean Up Plans:

13. Comprehensive general liability insurance coverage provided by: Larry Viegas Insurance
    WITH THE CITY OF JACKSON NAMED AS ADDITIONAL INSURED.

14. Limits of Liability: $1,000,000.

15. Other Comments: This is the 7th year for the Wagon Train and it's procession down Main Street Jackson on Saturday.

16. Signature of Applicant: [Signature]
    Date: 2/6/2020

Do Not Sign if Emailing this form, you will receive a call verifying this application.
Memorandum

To: Honorable Mayor and Members of City Council

From: Chris Mynderup, Chief of Police

Date: March 4, 2020

Subject: Denim Day 2020

Recommendation:

That City Council approves the Special Event application submitted by Operation Care for their annual Denim Day held on Saturday, April 29th, 2020 from 11:00 am to 3:00 pm.

Discussion:

Operation Care will be setting up and manning a booth in Petkovich Park on April 29, 2020. According to the permit application, this event is for Community Outreach providing community members and local organizations information about sexual assault and providing support for local victims. Cupcakes and water will be provided and all clean-up will be done by Operation Care.

Impacts:

This event will have no impact to the City and vehicle/pedestrian traffic. No City services are required for this event.
APPLICATION FOR SPECIAL EVENT/ PARADE PERMIT

An application must be filed with the Chief of Police for any gathering, event, activity or parade on any city street, and/or any publicly owned property, a minimum of 20 days prior to the event.

1. Name of Event: Denim Day 2020

2. Purpose of Event: Community Outreach

3. Location Description (also attach a map showing route or exact location): Petkovitch Park

4. Date of Event: 4/29/2020 Time of Event: 11:00 am to 3:00 pm
   Sponsoring Organization: Operation Care
   Day Phone #: 209-223-2897

(attach by-laws and proof of non-profit status)

5. Applicant Name: Anna Lee
   Address: 817 Court Street Ste 12
   City: Jackson
   Day Phone #: 209-223-2897
   Position/Title in above organization: Client Services Supervisor

6. Alternate Name: Delany Stahley
   Address: 817 Court Street Ste 12
   City: Jackson
   Day Phone #: 209-223-2897
   Title: Outreach Coordinator

7. Person in Charge at the Event: Anna Lee
   Day Phone #: 209-223-2897

8. Anticipated size or number at the event, please explain in detail: Operation Care will be having our annual Denim Day information booth. The booth will be open to community members and local organizations for information about sexual assault and to show support for local victims.

9. Special needs of your event (music, PA system, animals, rides, entertainment, etc.):

10. Will food/beverages/alcohol be served? YES [ ] NO [ ]
    If YES, explain: Cupcakes and water

YOU ARE RESPONSIBLE TO MEET ALL STATE & COUNTY HEALTH CODES

11. Security Provided for the Event: N/A

12. Clean Up Plans: Operation Care will clean up all our materials and trash upon leaving.

13. Comprehensive general liability insurance coverage provided by: ACORD

   WITH THE CITY OF JACKSON NAMED AS ADDITIONAL INSURED.

14. Limits of Liability: 1,000,000

15. Other Comments:

16. Signature of Applicant: [Signature]
   Date: 3/4/2020

Do Not Sign if Emailing this form, you will receive a call verifying this application.
City of Jackson
Council Meeting Memorandum

Monday, March 9, 2020 - 7:00 PM Regular Meeting

To: Honorable Mayor and Members of the City Council
From: Yvonne Kimball, City Manager
Date submitted: March 09, 2020

Agenda Item #3h: Agreements with Sutter Health (information purpose)

Recommendation:
That the City Council acknowledge the agreements.

Summary:
Sutter Health Fee for Service Letter of Agreement.

This agreement formalizes the discount rate Sutter Health offers to the City for some exams that are not covered by the health insurance plans, including pre-employment testing. According to the agreement, the City will receive a 25% discount on chest-ray exams.

Attachments:
Sutter Health Fee for Service Agreement
CITY OF JACKSON  
AND  
SUTTER HEALTH  
FEE FOR SERVICE LETTER OF AGREEMENT  

This Letter of Agreement ("LOA") sets forth a binding agreement entered into and effective November 1, 2019 by and between City of Jackson ("Company") and Sutter Health ("Sutter") as listed in Exhibit 2 ("Provider(s)"). Company and Sutter are individually and collectively sometimes referred to in this Agreement as "Party" or "Parties.")

Recitals

A. Whereas, Sutter Health is authorized to negotiate and enter into contracts with payers, including Company, for the affiliated hospital listed in Exhibit 2.

B. Whereas, Company arranges for pre-employment exams for Members to be completed at the provider described in Exhibit 1.

C. Now, therefore, in consideration of the above recitals, mutual covenants and agreements contained herein, the Parties agree as follows:

Now therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree to the following terms and conditions regarding the provisions of health care services provided to Company's Members:

1. Services. Services are those ambulatory surgery services and supplies, that Provider(s) is licensed to provide and do customarily provide that are ordinary and necessary for the diagnosis and treatment of Members.

2. Rates. Company shall compensate Providers at the rates and according to the terms set forth in this LOA and Exhibit 1, attached herein.

3. Initial Filing. Provider shall make best efforts to submit initial claims for Services rendered within twelve (12) months following the date of service. This requirement does not apply to third party liability or coordination of benefits claims. Claims may be submitted electronically in HIPAA compliant EDI format or by paper claim using a UB04 form to the following address:

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

4. Payment. Company, shall make such full payment of claims for Services rendered within the timeframes and according to the procedures established by Health and Safety Code Section 1371, but in no event later than forty-five (45) working days from submission of the claim form. A denial of all or a portion of a claim shall be made in writing and shall state with specificity all grounds for denial and the reason(s) therefore. Company shall
not deny Services or associated charges, or downgrade levels of care or Services, reduce payment, or retroactively deny or downgrade payment to Provider for any reason.

5. **Coordination and Payment.** Company shall coordinate benefits in accordance with 28 CCR § 1300.67.13(b). When Company is secondary, it shall calculate its contractual allowed amount as if Company had been primary, and pay to Provider that amount less the amount due from the primary payer; provided, however, that Company will not pay more than the amount it would have paid had it been primary. In cases where Company is secondary and Company’s contractual allowed amount does not exceed the primary payer’s allowable amount, Company shall pay at least all amounts due from the Member as Member cost share under the primary insurance (including, but not limited to, Medicare), up to the full amount Company would have paid had it been primary.

6. **Interest on Claims.** Company shall pay interest on late paid claims for Services rendered and billed to Company, at the rate of 15% per annum and pursuant to the procedure set forth in the Knox-Keene Act and related regulations.

7. **Prohibition on Billing Members.** Provider shall bill Member for cost shares and non-covered services which are applicable under the Member’s benefits. Except for such cost shares and non-covered services, Provider shall not bill, charge, collect a deposit from, impose a fee on, seek compensation, remuneration or reimbursement from, or have any recourse against Members in connection with payment for Services. Provider shall not seek payment from Members for Services denied by Company in the event of Company’s insolvency. Provider shall not charge Members any fees or surcharges for Services rendered pursuant to this LOA, except for Member responsibility amounts and Provider shall not collect a sales, use or other applicable tax from Members for the sale or delivery of Services, unless otherwise required by applicable state or federal law.

8. **Claims Appeals.** Provider (or Sutter on its behalf) may, but is not required to, file an appeal related to any claim denial, underpayment or payment dispute. If a Provider elects to submit an appeal, the appeal shall be in writing, and Provider shall use best efforts to submit appeal within twenty-four (24) months following the date of Company’s last written denial or payment. Company shall respond in writing to the Provider and/or Sutter within forty-five (45) working days of receipt of the claims appeal. Company’s response shall include a detailed response as to the disposition of the Provider appeal and any additional payment. If Company, Sutter or Provider continue to disagree, Sutter or Provider may initiate the Dispute Resolution Process pursuant to Section 15; provided, however, that the filing of an appeal of a claim denial, underpayment or payment dispute shall not be a prerequisite to pursuing the payment dispute in the Dispute Resolution Process. The Parties agree that a “claim” does not exist, for the purposes of the contractual or statutory limitations period for bringing an arbitration, until the date that a Provider receives final payment or written denial of the claim from the Company, or if the Sutter or Provider elects to appeal the claim pursuant to this Section 9, the date that the Provider receives a final written disposition of the claim appeal from the Company, whichever is later.
9. Overpayments, Offsets and Deductions.

9.1 Requests for Refunds of Overpayments. For a period of up to one (1) year following the date of initial payment, Company may request a refund of any payment made to Provider if such request is made in writing and specifies the amount to be refunded, how the amount was determined, and the reason for the refund (i.e. Company miscalculated contractual payment, COB, TPL, etc.). Provider will respond to Company’s request to reduce the payment due to Provider within sixty (60) days of such request, and if Provider agrees with Company’s request, Provider shall refund the amount due. For claims involving COB, TPL, or retroactive eligibility determinations regarding alternative coverage, Provider shall be under no obligation to submit a refund unless the Provider receives payment from the responsible payer. Provider’s failure to respond to a request for a refund shall not waive Sutter or Provider’s right to challenge Company’s request through the Dispute Resolution Process set forth in Section 15. Any dispute over a refund request shall be resolved through the Dispute Resolution Process in Section 15. In no event shall Company offset or recoup amounts without Sutter or Provider’s written consent.

9.2 Overpayments Due to Errors Regarding Benefit Determination. For a period of up to one (1) year following the date of initial payment, Company may request a refund of an overpayment where the need to do so is a result of an incorrect adjudication based on a Member benefit determination. In these cases, Company shall make such a request in writing to Provider. For amounts related to Member cost shares, Provider shall refund to Company only upon receipt of any adjusted amounts first due from Member and agreement by the Parties as to amount of the refund due.

9.3 No Credit Balance Audits. Neither Company nor its delegated entity or external review organization shall be entitled to conduct Provider overpayment/credit balance audits on site at any Provider.

9.4 Threshold Amount. Providers shall not seek to recover underpayments or be required to refund overpayments to Company of $4.99 or less on a single account.

10. Hierarchy of Provisions. Provider shall use reasonable efforts to comply with the procedures set forth in Company’s provider manual but nothing in the provider manual shall be used to invalidate the terms or reduce the rates set forth in this LOA.

11. Insurance. Neither Company nor Provider or any of their respective agents or employees, shall be liable to third parties for any act or omission of the other party. Provider represents to Company that it carries the necessary licenses and professional, business and other insurances to cover the Services provided under this LOA.

12. Member Communication. Provider may freely communicate with Members who are their patients about their treatment, regardless of benefit coverage and limitations.
Company affirms that its utilization management decision making is based only on appropriateness of care and Service and existence of coverage; that it does not specifically reward health care providers or Company staff for issuing denials of coverage or Service care, or to encourage barriers to care and Service or underutilization.

13. **Without Cause Termination.** Either Party shall be entitled to terminate this LOA at any time without cause, upon at least ninety (90) days prior written notice to the other Party.

13.1 **Non-Affiliate.** Participation of any Provider under this LOA shall be automatically terminated on the date of disaffiliation when the Provider is no longer a Sutter affiliate. Sutter shall make best efforts to give Company ninety (90) days prior written notice of Provider’s disaffiliation with Sutter. An individual Provider terminating its participation shall not terminate this LOA for the remaining Providers.

14. **Disputes Resolution Process.** Any dispute between Sutter, Provider(s) and Company shall be administered by JAMS in accordance with the JAMS rules applicable to commercial arbitrations. The arbitrator shall be empowered to order equitable and legal remedies. The arbitrator’s decision shall be binding and each Party shall bear the cost of their own legal fees. The filing of an arbitration demand shall not waive either Parties’ right to seek provisional remedies in court pursuant to Code of Civil Procedure Section 1281.8. All aspects of such dispute shall be held confidential and considered Confidential Information as outlined in this Section 15.

15. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, except to the extent such laws or are pre-empted by federal law, in which case federal law shall govern. The Parties represent and warrant that, to the best of their belief and understanding, all of the terms of the Agreement comply with and are fully enforceable under all applicable state and federal laws, including, without limitation, the Knox-Keene Act, the Affordable Care Act, Medicare and Medicaid laws, HIPAA, and antitrust laws, and the Parties waive any rights they may have to assert otherwise in any forum or proceeding. If the laws of the State of California (or federal law that pre-empts the laws of the State of California) are found to conflict with any provision of this Agreement, the provisions of this Agreement shall control, unless Parties are not permitted to supersede or waive by contract that specific law. Nothing in this Section 6.09 is intended to excuse any Party from complying with a provision of state or federal law that the Parties are not permitted by law to supersede or waive by contract.

16. **Confidentiality.** The Parties shall protect the confidentiality of each other's records and information, and the rates and terms set forth in this LOA (the “Confidential Information”). Neither Party shall disclose Confidential Information without the prior written consent of the other Party.
17. **Notices.** Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed sufficiently given if sent by certified mail, return receipt requested, postage pre-paid, or overnight courier, addressed as follows:

Sutter Health  
Attn:  
Chief Contracting Officer, Vice President  
2200 River Plaza Drive  
Sacramento, CA 95833

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

**Execution.** By their signatures below, each of the following represent that they have authority to execute this Letter of Agreement and to bind the Party(ies) on whose behalf their execution is made.

**Sutter Health**

[Signature]

Chief Contracting Officer and V.P., Managed Care  
Title  
02/24/2020  
Date

**Company**

[Signature]

Yvonne Kimball  
City Manager  
Title  
02/21/2020  
Date
Exhibit 1
Fee For Services Rate and Terms
Effective: November 1, 2019

E.1.1 Effective November 1, 2019, Company shall pay Providers listed in Exhibit 2 at the rates and terms below and according this LOA for Services rendered to Member employed by the City of Jackson.

E.1.1.5 Hospital Services:

CPT Code 71045: $325
CPT Code 71046: $380

E.1.1.6 Annual Rate Increases: All Services listed in Section E.1.1.5 shall increase by 2% every November 1st.

E.1.2 Company shall adhere to CMS payment guidelines when processing claims under this Exhibit 1. No other claims editing system shall be used in processing Provider’s claims.

E.1.3 Exclusion from Rates. Rates set forth in this Exhibit 1, do not include charges for services provided by physicians, including those providing patient history and physicals, pre-admission testing, and ambulance or transport services. Such services shall be billed and paid separately by Company unless those services would be included under Medicare guidelines.
City of Jackson  
Council Meeting Memorandum  
Monday, March 9, 2020 - 7:00 PM Regular Meeting

To: Honorable Mayor and Members of the City Council

From: Yvonne Kimball, City Manager

Date submitted: March 09, 2020

Agenda Item #3i: Agreements with Tesla (information purpose)

Recommendation:
That the City Council acknowledge the agreements.

Summary:

Tesla Supercharger Station Agreement.

Tesla desires to build a Supercharger Station in the west side of Busi parking lot (near the entrance to the WWTP). The City agrees for Tesla to use a portion of the parking lot. Tesla is responsible for all expenses associated with the Supercharger station. This project induces a total of eight (8) stalls with one handicap stall and one pull through stall. Two overhead parking lights are also included. Construction is tentatively scheduled to begin in May. This is the first group of multiple Tesla supercharging station that is available to the public in Amador County. It is our hope that this project will bringing more visitors to Jackson.

Attachments

Tesla Supercharger Station Agreement
SUPERCHARGER AGREEMENT

This Supercharger Agreement (this “Agreement”) is effective as of the date last signed below by and between City of Jackson (“Counterparty”) and Tesla, Inc., a Delaware corporation (“Tesla”). Tesla and Counterparty are each referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by increasing the visibility of, and attracting Tesla customers to, the Property; and

WHEREAS, Counterparty is the sole owner of the Property and

WHEREAS, Counterparty acknowledges the value of having an electric vehicle charging station to serve Tesla customers at the Property.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONTACT INFORMATION:

   Counterparty:
   City of Jackson
   33 Broadway
   Jackson, CA 95642
   Attention: Yvonne Kimball
   Phone: 209-233-1646
   Email: ykimball@ci.jackson.ca.us

   Tesla:
   Tesla, Inc.
   3500 Deer Creek Road
   Palo Alto, CA 94304
   Attention: Supercharger Team
   Phone: (650) 681-5000

   With a copy to:
   Email: superchargerhost@tesla.com

   24-hour Technical Support & Service:
   877-79-TESLA (877-798-3752)

2. PREMISES: Counterparty hereby leases to Tesla, and Tesla hereby leases from Counterparty, eight (8) parking spaces, [up to five (5) feet of] additional parking width to provide disability access and approximately 400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the “Premises”), in order to build a Supercharger Station (as defined in Exhibit B), subject to the terms of this Agreement. The Premises are located on the property commonly known as City of Jackson Parking Lot, located at 31-CA88, Jackson, CA 95642 (the “Property”).

3. FOOTPRINT: Within the Premises a total of eight (8) parking spaces shall be outfitted with Superchargers (as defined in Exhibit B) to serve as dedicated charging stalls (“Dedicated Stalls”) and approximately 480 square feet identified in Exhibit A (the “BESS Area”) shall be used to install and operate a battery energy storage system (the “BESS”).

4. CONSTRUCTION AND ALTERATIONS: Tesla shall, at its’ sole cost, make alterations to the Premises and construct the Supercharger Station (“Tesla’s Work”). Tesla acknowledges that Tesla’s Work shall only begin after: (a) Counterparty has approved the plans and specifications, including
equipment locations (the "Approved Plans"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Any alterations to the Approved Plans or Supercharger Station shall be approved in advance by Counterparty. Counterparty’s approval of the plans and specifications, and of any alterations to the Approved Plans or Supercharger Station, may be by e-mail and shall not be unreasonably withheld, conditioned or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees while performing Tesla’s Work.

5. **POSSSESSION DATE:** The first date that Tesla may enter the Premises and Property to begin Tesla’s Work is March 2, 2020 (the “Possession Date”).

6. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "Commencement Date") within three hundred and sixty-five (365) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla’s control, or is due to Force Majeure (as defined in Section 31). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.

7. **TERM:** The initial term of this Agreement shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the “Initial Term”). Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a “Renewal Term” and together with the Initial Term, the “Term”), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 16) exists at the time of extension. Tesla shall exercise the option for each Renewal Term by giving notice to Counterparty no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

8. **REMOVAL:** Tesla shall, at its’ sole cost, remove the Trade Fixtures (as defined in Exhibit B) promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of Counterparty upon termination of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility).

9. **UTILITIES:**

   A. **Service:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty’s gross negligence or intentional misconduct.

   B. **Access:** Counterparty grants to Tesla the right to receive utility services including but not limited to electric, and the right for the utility service supplier to construct, reconstruct,
install, inspect, maintain, replace, remove, and use said utility services to serve the Supercharger Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Property. Counterparty grants the right for the utility service supplier to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, Counterparty shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route.

10. **USE:** Tesla shall use and occupy the Premises during the Term for a Supercharger Station and incidental purposes, which may include operating the BESS and generating photovoltaic electricity, and for any other lawful use as may be approved by Counterparty, such approval not to be unreasonably withheld, conditioned or delayed ("Permitted Use"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week.

11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) at its' sole cost, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for repaving, restriping, snow removal and garbage collection, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 12. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site.

12. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that (a) not more than half of the charging stalls may be restricted at any given time, (b) Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (c) except in the case of an emergency, Counterparty shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.

13. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. Counterparty agrees to notify Tesla within a commercially reasonable time if (x) it has knowledge of third-parties impairing or misusing the Supercharger Station, or (y) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to implement an appropriate and effective strategy for preventing such impairment, which may include, without limitation, alternative signage and painted asphalt.
14. **PAYMENTS TO COUNTERPARTY**: Other than parking fees charged to all users of the Property, Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with use of the Supercharger Station.

15. **SIGNAGE**: Subject to applicable Laws (as defined in Section 33), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("Signage"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.

16. **DEFAULT**: Each of the following shall constitute an “Event of Default” under this Agreement:

   A. **Breach**: The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.

   B. **Bankruptcy; Insolvency**: The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.

17. **REMEDIES**: Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla’s right to possession of said Premises and thereby be entitled to enforce all Counterparty’s rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.

18. **EXCLUSIONS**: Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.

19. **ASSIGNMENT**: Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla’s ability to transfer this Agreement to a Tesla Affiliate or as provided in Section 39. "Affiliate" means an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where “control” means that more than fifty percent (>50%) of the controlled entity’s shares or ownership interest
representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

20. **INDEMNIFICATION:**

   A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a “**Counterparty Indemnified Party**”) from all losses and liabilities, including court costs and reasonable attorneys’ fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla’s use of the Premises; (ii) Tesla’s breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

   B. **Tesla:** Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a “**Tesla Indemnified Party**”) from all losses and liabilities, including court costs and reasonable attorneys’ fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty’s entry onto the Premises; or (ii) Counterparty’s breach of this Agreement.

21. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.

22. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty’s or Tesla’s written election within thirty (30) days of such destruction, terminate this Agreement.

23. **INSURANCE:** Tesla shall carry commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars ($2,500,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million dollars ($5,000,000). The total limits required above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Upon request, Tesla shall include Counterparty as additional insured on its commercial general liability and umbrella insurance policies. Tesla will also carry worker’s compensation insurance in accordance with state and federal law.

24. **CONFIDENTIALITY AND PUBLICITY:**

   A. **Confidentiality:** Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter.
B. **Permitted Disclosures**: Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a “need to know” such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 24, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and (ii) as required by law, including but not limited to the California Public Records Act, provided that if Counterparty receives such a request, then Counterparty shall promptly notify Tesla to allow Tesla to seek a protective order or other appropriate remedy before the terms of this Agreement are released in accordance with this Section.

C. **Publicity**: Neither Party will use the other Party’s name, trademark or logo without obtaining the other Party’s prior written consent.

25. **ENVIRONMENTAL MATTERS**: Counterparty represents and warrants that the Premises shall be delivered free of environmental contamination that violates any applicable environmental law. Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law.

26. **NOTICES**: All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a “copy to” e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 26.

27. **BROKERS**: Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys’ fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.

28. **SALE OR TRANSFER**: In the event of a sale or transfer of all or a portion of Counterparty’s interest in the Property or Premises while this Agreement is in effect, Tesla’s rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.

29. **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
30. **SUBORDINATION:** This Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla’s rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 30 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.

31. **FORCE MAJEURE:** If either Party’s performance of its obligations under this Agreement is delayed by Force Majeure, then such Party’s time of performance will be extended by a corresponding number of days. As used in this Agreement, “**Force Majeure**” means an act, event, condition or requirement beyond such party’s reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, explosion, embargoes, war, terrorism, civil disturbance or other similar events.

32. **INCENTIVES:** Counterparty agrees that Tesla shall own and receive the benefit of any Incentives derived from the construction, ownership, use and operation of the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. “**Incentives**” means (i) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (ii) rebates or other payments based in whole or in part on the cost or size of equipment, (iii) performance-based incentives paid as periodic payments, (iv) tax credits, grants or benefits, and (v) any other attributes, commodities, revenue streams or payments, in each of (i) through (v) under any present or future law, standard or program, or paid by a utility or any governmental, regulatory or administrative authority.

33. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances (“**Laws**”) in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.

34. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.

35. **WAIVER OF JURY TRIAL:** COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.

36. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.

37. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
38. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

39. **BESS APPROVAL:**

A. **Financing.** Notwithstanding anything to the contrary contained in this Agreement, pursuant to the terms of this Section 39, and in order to facilitate Tesla's ability to finance the BESS installed in the BESS Area, Counterparty hereby agrees that Tesla may at any time and from time to time directly or indirectly assign, mortgage, pledge, transfer or license all or any portion of its interests in this Agreement (including with respect to the BESS Area) to (i) any Financing Party (as defined below), (ii) any entity through which Tesla is obtaining financing from a Financing Party, or (iii) any Affiliate of Tesla or any person succeeding to all or substantially all of the assets of Tesla; provided, that, Tesla is not released from liability hereunder as a result of any assignment to an Affiliate unless the assignee assumes Tesla's obligations hereunder by binding written instrument (each, an "Eligible Person"). More particularly, Tesla may grant to any Eligible Person a license to access and use the BESS Area during the Term of the Agreement. The term "Financing Party" means a person (whether a lender, investor or other) providing debt or equity financing or other credit support to Tesla in connection with the BESS.

B. **Tesla's Obligations.** Neither the approval given in this Section 39, nor the terms of any agreement with an Eligible Person, shall be construed to relieve Tesla of any of its obligations under this Agreement or constitute a waiver by Counterparty of any of its rights and remedies under this Agreement.

[Signature page follows.]
IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

COUNTERPARTY:

City of Jackson

By: ______________________
Name: YVONNE KIMBALL
Title: City Manager
Date: 2/12/2020

TESLA:

Tesla, Inc.
a Delaware corporation

By: ______________________
Name: Maximilien de Zegher
Title: Senior Manager, North America Charging Infrastructure
Date: February 19, 2020
EXHIBIT A

Premises, BESS Area, and Property Depiction and Address

Property Address: 31-CA88, Jackson, CA 95642

Premises, BESS Area, and Property Depiction:
EXHIBIT B

Supercharger Station

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The “Supercharger Station” shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the “Infrastructure”); and (b) certain trade fixtures as determined by Tesla, which shall include eight (8) charge posts (“Superchargers”), the BESS, power electronics equipment, switchgear and Signage, and may also include, without limitation, fence or other visual barriers, a canopy and solar panels (collectively, the “Trade Fixtures”).

Signage

Dedicated Stall Sign Example

![Dedicated Stall Sign Example](image-url)
Resolution No. 2020-07

A Resolution of the City Council of the City of Jackson
Authorizing Establishment, Maintenance and Cashiering of Accounts

WHEREAS, the City of Jackson invests in the certificates of deposits with ProEquities/Time Value Investments, Inc. (herein called the “Brokers”) and Pershing LLC; and

WHEREAS, the Brokers require an authorizing resolution for certain necessary accounts activities, including cash transactions to release interests to the City; and

WHEREAS, the named authorized persons which are listed below are, and each of them is, authorized and empowered, for and on behalf of the City of Jackson, to establish and maintain one or more accounts with ProEquities/Time Value Investments, Inc. and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with; and

WHEREAS, this paragraph permits cash transactions in applicable securities any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and

WHEREAS, this paragraph permits cash transactions in applicable securities any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales; and

WHEREAS, this paragraph permits the establishment and maintenance of an asset management account the creation of a debit card and check writing, from which account funds are directly spent, the responsibility for which is entirely that of the City of Jackson, such that check writing and debit card privileges will be limited to the following persons designated by the City of Jackson:

Robert Stimpson, Mayor
Connie Gonsalves, Vice Mayor
Keith Sweet, Council Member
Yvonne Kimball, City Manager
BE IT RESOLVED that, Yvonne Kimball, Robert Stimpson, Connie Gonsalves, and Keith Sweet, are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of City of Jackson, California, a municipal corporation.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson as a regular meeting on the 9th day of March 2020, by the following vote:

    AYES:
    NOES:
    ABSENT:
    ABSTAIN:

CITY OF JACKSON

________________________________________
Bob Stimpson, Mayor

ATTEST:

________________________________________
John Georgette, City Clerk
CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of the resolution duly and regularly adopted at a meeting of the Jackson City Council held on March 09, 2020.

________________________________________
John Georgette, City Clerk

Seal of the City of Jackson
City of Jackson
Council Meeting Memorandum

Monday, March 9, 2020 - 7:00 PM Regular Meeting

To: Honorable Mayor and Members of the City Council
From: Yvonne Kimball, City Manager
Date submitted: March 9, 2020
Agenda Item: Administrative Report - Coronavirus briefing materials

Recommendation:

That the City Council receive the briefing reports.

Summary and Discussion:

With the growing concern regarding coronavirus cases in California, Staff has received numerous literatures and updates regarding the subject.

Enclosed are the most up-to-date information distributed by the League of Cities, the Office of Emergency Management, the Department of Health and a presentation by Amador County Health Department.

All contain useful information. I have briefed all city departments of the situation. Our position at this point is be vigilant but do not panic. The first responders are taking special measures. Chief Mackey also attended many meetings on this issue and she can speak on it at the meeting. Based on the Department of Health’s latest press release, staff does not recommend cancellation of city organized events or shut-down of city offices yet.

I had invited Dr. Rita Kerr, Amador County Health Department Director, to give a presentation tonight. However, she has been inundated with meeting demands. Unfortunately, she is unavailable to attend tonight’s council meeting. But Dr. Kerr is scheduled to present to the Amador County Board of Supervisors at 9 a.m. on Tuesday, March 10. We encourage everyone to tune in for that presentation. KVGC does a live broadcast on Facebook from the Board of Supervisors meetings. Dr. Kerr made a presentation at Sutter Hospital on March 4th; the presentation is also included in this meeting packet.

Attachments: 1) CalOES
2) Dept. of Health release
3) County Health Dept. updated by Dr. Kerr
California is Prepared:

- Given our connectedness to the rest of the world and our sheer size, we have always understood that a fast-spreading and novel infectious disease could show up here first, in California, before anywhere else in the country.

- In recent years we have had a plan for a flu-like pandemic – one that has built on our knowledge and experience with previous flu-strains and infectious diseases.

- Our public health infrastructure and our expertise is second to none. We have been preparing for this particular virus since it was discovered last year, and we have been in deep and daily coordination with the CDC, local government and our health system as it spread.

- We’re perhaps the most prepared state in the country for tackling this threat. That is why the federal government chose California as the destination for six repatriation flights of U.S. Citizens from China and the Diamond Princess cruise ships.

COVID-19 Numbers at a Glance:

- As of the morning of March 5, 2020, there were a total of 60 positive cases in California: 24 cases are from repatriation flights, and the other 19 confirmed cases include:
  - 18 - travel related;
  - 10 - person-to-person
  - 4 - community transmissions (one in Solano County, two in Santa Clara County, and one in San Mateo County).
  - 4 – currently under investigation
  - 1 – death
    - As of March 5, 2020, there have been ten deaths reported in the United States from COVID-19.
  - 9,400+ individuals who traveled on commercial flights through SFO or LAX are self-monitoring across 49 local health jurisdictions. This is
precautionary and these individuals are not displaying symptoms at this time.
  o 15 – labs with test kits

- From the international data we have, of those who have tested positive for COVID-19, approximately 80 percent do not exhibit symptoms that would require hospitalization.

Actions Taken by the State

- On March 5, under the direction of Governor Gavin Newsom, the Department of Managed Health Care directed all commercial and Medi-Cal health plans regulated by the Department to immediately reduce cost-sharing to zero for all medically necessary screening and testing for the COVID-19.

- On March 5, the California Department of Insurance issued similar direction providing cost free medically necessary testing for an additional 2 million Californians. Combined these announcements ensure that 24 million more Californians are eligible to receive testing, should their health care provider deem it medically necessary.

- On March 5, the California Employee Development Department announced support services to individuals affected by COVID-19 in California. For faster and more convenient access to those services, the use of online options is encouraged.

  o Individuals who are unable to work due to having or being exposed to COVID-19 (certified by a medical professional) can file a Disability Insurance claim.

  o Californians who are unable to work because they are caring for an ill or quarantined family member with COVID-19 (certified by a medical professional) can file a Paid Family Leave claim.

  o Employers experiencing a slowdown in their businesses or services as a result of the Coronavirus impact on the economy may apply for the UI Work Sharing Program.

- On March 4, Governor Newsom declared a State of Emergency.
The order streamlines processes to allow California to more rapidly address the impacts of suspected or confirmed COVID-19 cases throughout the state. These measures include:

- Waiving unnecessary contracting requirements for state agencies;
- Facilitates the use of out-of-state resources to provide assistance in California;
- Extends price gouging protections for emergency and medical supplies statewide, including, but not limited to, antibacterial products, hygiene products, prescription and over-the-counter medications, and personal protective equipment;
- Ensures the availability of all state properties as well as state and local fairgrounds;
- Facilitates the sharing of anonymized information to facilitate monitoring, investigation and control, and treatment and coordination of care;
- Ensures appropriate dissemination of COVID-19 guidance;
- Relaxes regulations governing licensing and use of facilities under the purview of CDPH;
- Relaxes regulations governing licensing and use of facilities under the purview of the Department of Social Services;
- Allows for the transportation of patients to facilities as necessary to address the impacts of COVID-19;
- Suspends requirements for local governments to periodically renew local emergencies and local health emergencies; and
- May provide for the assistance to local governments that have demonstrated extraordinary or disproportionate impacts.
On March 3, CDPH announced that it has received approval from the Centers for Disease Control and Prevention (CDC) and the National Institute of Occupational Safety and Health (NIOSH) to use some of its emergency planning reserves of 21 million N95 filtering facepiece masks in certain situations.

- The emergency planning reserves of N95 masks, some of which are past their manufacturer use-by date, have been stored in climate-controlled conditions that preserved the masks’ efficacy. The way the masks have been stored will prevent the degradation of elastic that slips around the ears, a key factor in the CDC and NIOSH’s approval.

- These masks are approved for use only in limited, low-risk circumstances, thus relieving pressure on the supply chain of unexpired masks for health care providers caring for confirmed COVID-19 patients and other high-risk situations for infectious diseases. On March 2, Governor Gavin Newsom requested the Legislature make up to $20 million available for state government to respond to the spread of COVID-19. This will be an early action item for the 2020-2021 budget. (CORRECTED)

On March 2, Governor Newsom activated the State Operations Center (SOC) in Mather, California, to its second highest level to support state, federal and local emergency managers, public health officials and first responders.

- The SOC will provide operational and logistical support to the California Department of Public Health’s Medical and Health Coordination Center (MHCC).

- The MHCC has been activated since January to coordinate California’s public health response to COVID-19.

California has been an active partner with the federal government on helping impacted Americans get home from China and other areas. We have been deeply engaged in the planning work. We have been the first in the nation to support local testing. And we have extensive experience with managing individuals with symptoms and test-confirmed novel coronavirus.
• We have been actively and extensively planning with our local public health and health care delivery systems. Here are some of the things we are already doing:
  
  o California continues to prepare and respond in coordination with federal and local partners, hospitals and physicians.
  
  o We are providing information, guidance documents, and technical support to local health departments, health care facilities, providers, schools, universities, colleges, and childcare facilities across California.
  
  o We are coordinating with federal authorities and local health departments that have implemented screening, monitoring and, in some cases quarantine of, over 8,000 passengers returning to the U.S. from China.
  
  o In coordination with state and local health departments, we are actively engaged in managing suspect and confirmed cases of COVID-19 patients over the past several weeks.
  
  o We are supporting hospitals and local public health laboratories for collection and shipment of specimens for testing at CDC for novel coronavirus.
  
  o 11 California public health labs have already received CDC test kits and have begun testing.
    
    o These labs include CDPH’s Laboratory in Richmond, Alameda, Contra Costa, Sacramento, San Francisco, Santa Clara, Tulare, Ventura, Los Angeles, Orange, and San Diego County labs.
    
    o The CDPH Laboratory will provide diagnostic testing within a 48-hour turnaround time.
    
    o More public health labs will soon be able to test, ramping up to a total of 20 public health labs in California in the coming weeks.
How Can People Protect Themselves:

Every person has a role to play. So much of protecting yourself and your family comes down to common sense – things you learned as a kindergartner:

- Washing hands with soap and water.
- Avoiding touching eyes, nose or mouth with unwashed hands.
- Avoiding close contact with people who are sick.
- Follow guidance from public health officials.
- It is also important that anyone experiencing symptoms of COVID-19, call their health care provider first before seeking medical care so that appropriate precautions can be taken.
- Staying away from work, school or other people if you become sick with respiratory symptoms like fever and cough.

About the Disease

- The family of coronaviruses has been around for some time. Some coronavirus are common, like the ones that cause the common cold. Coronavirus Disease 2019, or COVID-19, is a new a kind of coronavirus.
- The most common symptoms include fever cough and respiratory symptoms. Our experience to date is that most people, more than 80%, have mild or no symptoms, but some have more complicated course, including pneumonia.
- We are learning more about its transmission, but the most common symptoms are respiratory, so its primary mode of transmission is through coughing and sneezing.

Q&A:

**Question: Do you have materials on COVID-19 in other languages?**
Both the CDPH and the CDC websites have information in Spanish, Chinese, and English.
Question: What is the status of the future repatriation flights coming to California?
The U.S. State Department and U.S. Department of Health and Human Services serve as the lead authorities for repatriation missions and are best equipped to address questions around this mission.

Question: What is the status of the federal quarantine?
The federal government is responsible for repatriation efforts and quarantine procedures for travelers returning from China. The federal government is best equipped to address this question.

Question: Who is paying for the quarantine? Will the state and counties have to foot the bill?
The federal government has reassured the state that it will cover the costs related to repatriation and the federal quarantine.

Question: What is CDPH’s role in transporting individuals to hospitals?
CDPH will work through the Public Health and Medical System to ensure appropriate transportation is arranged. CDPH has a state contact in place in order to transport passengers identified at SFO or LAX that need to be in federal quarantine at one of the air force bases.

Question: Tell me more about how California got approval to do testing here and how it works.
California now has the ability to test for novel coronavirus in-state at the Public Health Department’s lab in Richmond using the same test as the CDC uses for passengers that are part of the federal repatriation efforts. This means California public health officials will get test results sooner, so patients can get the best care.

Question: What is the status of using Fairview Developmental Center for federal quarantine?
On Friday, February 28, the federal government informed the state that it has determined it does not need to use the Fairview Development Center site for the isolation of passengers from the Diamond Princess Cruise ship given the imminent end of the isolation for those passengers and the small number of persons who ended up testing positive for COVID-19.

The initial estimates the CDC had provided were that as many as 50% of the passengers would test positive within the isolation period but the actual results have been substantially lower, changing current needs for isolation. The
temporary restraining order prevented Fairview from being available at a time when it was critically needed.

Having people who are not sick occupying available hospital beds places a burden on the health care system and limits critical access for patients in a time of great need.

**Question: Should public events be cancelled?**
The California Department of Public Health is not recommending the cancellation of public events. There is no evidence of sustained person-to-person transmission of the virus in the U.S. The health risk from COVID-19 to the general public remains low at this time.

California’s state and local health officials are actively working to protect the health of Californians. California has a limited number of confirmed cases of COVID-19 and we don’t have indication of it spreading widely in our communities at this time.

**Other Resources and Press Releases**

[**CDC Webpage**](#)

Frequently Asked Questions About Use of Stockpiled N95 Filtering Facepiece Respirators for Protection from COVID-19

Interim Guidance for Protecting Health Care Workers from Exposure to 2019 Novel Coronavirus (2019-nCoV)

[State Health & Emergency Officials Announce Latest COVID-19 Facts](#)

[Governor Newsom, State Health Officials Announce More than 22 Million Californians Now Eligible for Free Medically Necessary COVID-19 Testing](#)

###
FOR IMMEDIATE RELEASE

March 5, 2020

PH20-012

CONTACT: CDPHpress@cdph.ca.gov

Daily COVID-19 Update

Governor Newsom, State Health Officials Announce
More than 22 Million Californians Now Eligible for
Free Medically Necessary COVID-19 Testing

All Commercial & Medi-Cal Health Plans Regulated By Department of Managed Health Care Will Eliminate Cost-Sharing For Medically Necessary Testing

Support Is Now Available Through the Employee Development Department For Businesses and Workers Impacted By COVID 19

Governor Newsom Declared State Of Emergency to Help State Prepare For Broader Spread Of COVID-19

SACRAMENTO – Today, under the direction of Governor Gavin Newsom, the Department of Managed Health Care directed all commercial and Medi-Cal health plans regulated by the Department to immediately reduce cost-sharing to zero for all medically necessary screening and testing for the COVID-19. This includes waiving cost-sharing for emergency room, urgent care or provider office visits when the purpose of the visit is to be screened and tested for COVID-19. The need for COVID-19 testing is based on medical necessity, a clinical determination made on a case by case basis by medical professionals.

"Californians shouldn't have to fear a big medical bill just because they took a test for COVID-19," said Governor Newsom. "This action means that Californians who fit the testing requirements can receive the test at no cost. We're all in this together, and I'm grateful to those health providers who have already stepped up and heeded our call."
“This action will ensure that Californians who need a test will receive one at no cost,” said Dr. Mark Ghaly, secretary of the California Health and Human Services Agency. “This doesn’t mean every Californians should be seeking a test. If you are experiencing symptoms of COVID-19 and may have had contact with a person with COVID-19 or recently traveled to countries with apparent community spread, call your health care provider or local public health department first before seeking medical care.”

Today the California Department of Insurance issued similar direction providing cost free medically necessary testing for an additional 2 million Californians. Combined these announcements ensure that 24 million more Californians are eligible to receive testing, should their health care provider deem it medically necessary.

The Department of Managed Health Care also directed health plans to increase capacity to screen and treat COVID-19 as needed to minimize further transmission by encouraging health plans to expand telehealth services and to take steps to ensure patients receive medically necessary medication if there is a shortage of a particular drug.

These orders from the Department of Managed Health Care and the Department of Insurance do not apply to individuals in self-insured health coverage products.

**Support Now Available for Employers and Workers Impacted by COVID-19**

Also today, the California Employee Development Department announced support services to individuals affected by COVID-19 in California. For faster and more convenient access to those services, the use of online options is encouraged.

Individuals who are unable to work due to having or being exposed to COVID-19 (certified by a medical professional) can file a Disability Insurance (DI) claim.

Disability Insurance provides short-term benefit payments to eligible workers who have full or partial loss of wages due to a non-work-related illness, injury, or pregnancy. Benefit amounts are approximately 60-70 percent of wages (depending on income) and range from $50 - $1,300 a week.

Californians who are unable to work because they are caring for an ill or quarantined family member with COVID-19 (certified by a medical professional) can file a Paid Family Leave (PFL) claim.

Paid Family Leave provides up to six weeks of benefit payments to eligible workers who have a full or partial loss of wages because they need time off work to care for a seriously ill family member or to bond with a new child. Benefit amounts are approximately 60-70 percent of wages (depending on income) and range from $50 - $1,300 a week.

Employers experiencing a slowdown in their businesses or services as a result of the Coronavirus impact on the economy may apply for the UI Work Sharing Program. This
program allows employers to seek an alternative to layoffs - retaining their trained employees by reducing their hours and wages that can be partially offset with UI benefits. Workers of employers who are approved to participate in the Work Sharing Program receive the percentage of their weekly Unemployment Insurance benefit amount based on the percentage of hours and wages reduced, not to exceed 60 percent.

Visit the Work Sharing Program to learn more about its benefits for employers and employees, and how to apply.

**Governor Proclaimed State of Emergency**

Governor Gavin Newsom yesterday declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19. The proclamation comes as the number of positive California cases rises and following one official COVID-19 death.

The emergency proclamation includes provisions that protect consumers against price gouging, allow for health care workers to come from out of state to assist at health care facilities, and give health care facilities the flexibility to plan and adapt to accommodate incoming patients.

A copy of the emergency proclamation can be found here.

**COVID-19 in California by the Numbers (as of 10 a.m. Pacific Time):**

60 – Positive cases

1 – Death

24 – Cases of positive tests related to federal repatriation flights

36 – Cases not related to repatriation flights

- 18 - Travel-related
- 10 - Person to person
- 4 - Community transmission
- 4 – Currently under investigation

9,400+ – number of people self-monitoring who returned to the U.S. through SFO or LAX

49 – Number of local health jurisdictions involved in self-monitoring
How Can People Protect Themselves:

Every person has a role to play. So much of protecting yourself and your family comes down to common sense:

- Washing hands with soap and water.
- Avoiding touching eyes, nose or mouth with unwashed hands.
- Avoiding close contact with people who are sick.
- Staying away from work, school or other people if you become sick with respiratory symptoms like fever and cough.
- Following guidance from public health officials.

What to Do if You Think You’re Sick:

- Call ahead: If you are experiencing symptoms of COVID-19 and may have had contact with a person with COVID-19 or recently traveled to countries with apparent community spread, call your health care provider or local public health department first before seeking medical care so that appropriate precautions can be taken.

California’s Response to COVID-19:

We have been actively and extensively planning with our local public health and health care delivery systems. Here are some of the things we are already doing:

- As in any public health event, the California Department of Public Health’s Medical and Health Coordination Center has been activated and is coordinating public health response efforts across the state.
- California continues to prepare and respond in coordination with federal and local partners, hospitals and physicians.
- California activated the State Operations Center to coordinate response efforts across the state.
- Governor Gavin Newsom requested the Legislature make up to $20 million available for state government to respond to the spread of COVID-19.
- California made available some of its emergency planning reserves of 21 million N95 filtering facepiece masks for use in certain health care settings to ease shortages of personal protective equipment.
- The Public Health Department is providing information, guidance documents, and technical support to local health departments, health care facilities, providers, schools, universities, colleges, and childcare facilities across California.
- It is coordinating with federal authorities and local health departments that have implemented screening, monitoring and, in some cases, quarantine of returning travelers.
In coordination with the CDC, state and local health departments, we are actively responding to cases of COVID-19.

The Public Health Department is supporting hospitals and local public health laboratories in the collection of specimens and testing for COVID-19.

The California Department of Public Health’s state laboratory in Richmond and 14 other public health department laboratories now have tests for the virus that causes COVID-19.

www.cdph.ca.gov

###
COVID-19
(the virus formerly known as 2019-nCoV)
Novel viruses are of particular concern because of the lack of herd immunity.

The spread of disease spreads through the population. Some of the population gets contagious, and some of the population gets immunized. Most of the population gets contagious, and some of the population gets immunized.

The spread of disease leads to a decrease in contagious and immunized individuals.

In the absence of herd immunity, the disease spreads through the population, leading to a decrease in免疫力 and an increase in contamination.
Assessing Severity

- Death
- Severe disease
- Non-severe symptomatic disease
- Asymptomatic infection
COVID-19 Response Timeline

December 2019
- First online news story about novel virus in China: 12/31

January 2020
- ACPH Preparedness:
  - Internal Department
  - External Partners

February 2020
- Containment Strategy:
  - Traveler monitoring
  - Clinical staff in addition to preparedness staff involvement

March 2020
- Public Health focus:
  - Adding mitigation to containment strategies
How do you stop an outbreak?

“Classic public health measures”
-Dr. Fauci, director of NIAID

Good disease surveillance

Good contact tracing
Good case identification
Contact tracing

- Where did you go?
  - Work/school
  - Store/restaurant
  - Medical visits
- How did you travel there?
  - Public transit
  - Taxi/ride share
  - Personal vehicle
- Who were you with?
  - Household/close contacts
  - Social/transient contacts
  - HCW contacts
Several visualizations are shown in the article, illustrating the transmission rates of various diseases. A scatter plot plots diseases on a logarithmic scale for fatality rates and transmission numbers. Points on the plot represent diseases such as MERS, Ebola, Bird flu, Spanish flu, Polio, Smallpox, SARS, Swine flu, Seasonal flu, Common cold, Chickenpox, Wuhan coronavirus, and Measles. The Wuhan coronavirus is highlighted in red, indicating the most estimates put the fatality rate below 3% and the number of transmissions between 1.5 and 3.5.

Note: Average case-fatality rates and transmission numbers are shown. Estimates of case-fatality rates can vary, and numbers for the new coronavirus are preliminary estimates.
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christopher Mynderup, Chief of Police

Date: March 3, 2020

Agenda Item #6a: Resolution 2020-06 Approving the Reducing Crime and Keeping California Safe Act of 2020

Recommendation:
That the City Council review and Approve Resolution 2020-06 Approving the Reducing Crime and Keeping California Safe Act of 2020.

Discussion:

The Reducing Crime and Keeping California Safe Act of 2020 is a statewide ballot initiative that is scheduled to be presented to California voters on November 3, 2020. The initiative is being placed on the ballot as a result of a signature gathering effort.

Components of the proposed initiative include:

Violent Crime Definition
In November 2016, voters approved Proposition 57, which made certain prisoners available for early parole and eventual release from state prison. Those convicted of “violent crime” were excluded from the early release provisions of Proposition 57. Unfortunately, numerous felonies listed in the penal code are not specifically defined as “violent felonies.” Several of these felonies are, in fact, violent in nature but are not statutorily defined as such. Until the passage of Proposition 57 this lack of designation made little difference. With the passage of Proposition 57, it is now necessary to ensure that the State of California’s code clearly designates those felonies that are violent so that such offenders are not released into the community before their full time is served. Under the Reducing Crime and Keeping California Safe Act of 2020, the definition of “violent felonies” will be expanded to include many crimes already deemed serious or dangerous such as sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter and felony domestic violence.
Serial Theft

Proposition 47 changed the dollar threshold for theft to be considered a felony from $450 to $950. As a result, there has been a significant increase in serial theft and an inability of law enforcement to effectively prosecute these crimes. The proposed initiative revises the theft threshold by adding a felony for serial theft when a person is caught for the third time stealing with a value of $250 or more.

Parole Violations

AB 109, or Public Safety Realignment, was signed into law by the Governor in 2011. Among many other changes, the law based parole solely on an offender’s commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street. The proposed initiative requires the Board of Parole Hearings to consider an inmate’s entire criminal history when deciding parole, not just their most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his parole for the third time.

DNA Collection

Proposition 47 eliminated DNA collection for certain theft and drug crimes. The proposed initiative will restore DNA collection from persons convicted for such offenses. Permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted. This measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

Summary:

Adoption of the resolution will indicate the City of Jackson’s formal support for the Reducing Crime and Keeping California Safe Act of 2020.

Impacts:

No financial or staffing impacts are anticipated.

Enclosures:

Resolution No. 2020-06
Reducing Crime and Keeping California Safe Act of 2020
Resolution No. 2020-06

A Resolution of the City Council of the City of Jackson Supporting the Reducing Crime and Keeping California Safe Act of 2020

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States; and

WHEREAS, since 2013, violent crime in Los Angeles has increased 69.5% and violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, the FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U.S. cities with populations over 100,000 indicates that last year violent crime increased again in most of California's largest cities; and

WHEREAS, recent changes to parole laws allow the early release of dangerous criminals by the law's failure to define certain crimes as "violent," and these changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, and felony domestic violence to be considered "nonviolent" offenders; and

WHEREAS, as a result, these "nonviolent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision; and

WHEREAS, the Reducing Crime and Keeping California Safe Act of 2018 ("Act") reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in the Act is intended to create additional "strike" offenses which would increase the state prison population; nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline; and
WHEREAS, according to the California Department of Justice, the value of property stolen in 2015 was $2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150 percent increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit, but recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs, and this Act would enact such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes, and over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County; and DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape-murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes, but this Act restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection and more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted; and

WHEREAS, this Act does not affect existing legal safeguards that protect the privacy of individuals by allowing for their removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Jackson, California, that the City Council hereby supports the Reducing Crime and Keeping California Safe Act of 2020.
The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Jackson on the 9th day of March, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CITY OF JACKSON

_______________________________
Bob Stimpson, Mayor

ATTEST:

John Georgette, City Clerk
Keep California Safe

FIXING PROP. 47 — NOT REPEALING IT

Prop. 47

- Raised the theft limit from $450 to $950
- Made drug possession a misdemeanor
- Made petty theft a misdemeanor
- Made drug possession and theft a misdemeanor, weakening DNA collection on “indicator crimes,” which a report issued by Jerry Brown scientifically connected to serial rape and homicide

Keep California Safe (KCS) Initiative

- KCS doesn’t change that
- KCS doesn’t change that
- KCS changes that ONLY when the theft is from a repeat/serial offender
- KCS changes that by setting a higher standard for DNA collection on misdemeanor drug possession, theft and domestic violence convictions, helping law enforcement solve more violent crimes and/or exonerate those wrongly accused
- KCS once again makes California’s successful drug courts an integral part of our criminal justice system

Keep California Safe
A Project of the California Public Safety Partnership Issues Committee

Ad paid for by Keep California Safe, a Project of the California Public Safety Partnership Issues Committee
Committee major funding from
San Bernardino County Sheriff’s Employees’ Benefit Association
Funding details at www.fppc.ca.gov
An Initiative for Public Safety

VIOLENT CRIME

What is a ‘violent crime’? For California’s new parole law, the definition is murky — and it matters (Los Angeles Times)

- Expands the list of violent crimes for which early release is not an option
- Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies” — making criminals convicted of these crimes eligible for early release
- Gives victims reasonable notice of inmates’ release and the right to submit a confidential statement to the Board of Parole Hearings

DNA COLLECTION

California’s DNA database gets fewer hits due to Prop. 47 (KCRA)

- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
- Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since passage of Prop. 47, cold case hits have dropped over 2,000, with more than 450 of those hits connected to violent crimes
SERIAL THEFT

An explosion of California property crimes — due to Prop. 47 (San Francisco Chronicle)

- Revises the theft threshold by adding a felony for serial theft — when a person is caught for the 3rd time stealing with a value of $250
- Prop. 47 changed the dollar threshold for theft to be considered a felony — from $450 to $950. As a result, there has been an explosion of serial theft and an inability of law enforcement to prosecute these crimes effectively
- Theft has increased by 12 to 25 percent, with losses of more than $10 billion dollars and counting since the law was passed*
- This problem won’t be solved legislatively

* openjustice.doj.ca.gov

PAROLE VIOLATIONS

Suspect in Whittier police officer shooting death arrested 5 times in last 7 months (Whittier Daily News)

- Requires the Board of Parole Hearings to consider an inmate’s entire criminal history when deciding parole, not just his most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his parole for the third time
- AB 109 bases parole solely on an offender’s commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street

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CITY OF JACKSON
MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Yvonne Kimball, City Manager
        Dalacie Blankenship, Accounting Manager
DATE: March 9, 2020
SUBJECT: Public Meeting to Consider the City’s Investment Policy

RECOMMENDATION

That the City Council pass a motion to adopt Resolution No. 2020-08 approving the City’s Investment Policy for Calendar Year 2020.

DISCUSSION

The City Council is required by the California Government Code to annually consider the City’s Investment Policy at a public meeting. With approval of the investment policy the City Manager or his designee is appointed to carry out the policy.

The City of Jackson currently invests its temporarily idle funds with the State of California Local Agency Investment Fund (LAIF) and CalTRUST. Investment transactions with LAIF and CalTRUST involve only transfers between LAIF and the City’s checking account. Authorized personnel do not write or authorize checks or receive checks or cash involved in the investment activity.

As of December 31, 2019, the City’s investment in LAIF and CalTRUST totaled $3,851,774.22 which was a significant increase from the prior year (due to cash availability). The interest rate on the LAIF investment as of December 2019 was 2.29 percent and CalTRUST was 2.01 percent (which are lower than the last year). These two programs are market driven and their yield rates fluctuates constantly.

We had $3,932,676.29 in January 2019 while $4,036,116.58 in January 2020. In addition to LAIF and CalTRUST, Staff recommends to diversify the investment strategy and invest some of the idle cash in the Certificates of Deposits which offer fixed interest rates regardless of the performance of the stock market. We began to invest some cash in the certificate of deposits in 2019 as authorized by the Council. As of December 31, 2019, we have $480,000 in CDs and earned $6,049.43 in interest. Resolution 2020-07 which will also be approved by Council, provides authorization for the City to receive the interest earnings in cash.

Attached please find Resolution 2020-08 enabling the 2020 Investment Policy. The 2020 Invest Policy resembles the 2019 policy. It continues to require that the City maintain a cash level to cover 6-months expenditure. It is recommended that the Council adopt Resolution 2020-08 Investment Policy for 2020.

Attachments: resolution 2020-08 and 2020 investment policy.
EXHIBIT “A”

STATEMENT OF INVESTMENT POLICY
CITY OF JACKSON

PURPOSE:

This statement is intended to provide guidelines for the prudent investment of the City’s temporarily idle cash, and outline the policies for maximizing the efficiency of the City’s cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash.

OBJECTIVE:

The city’s cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield obtainable as long as investments meet the criteria established for safety and liquidity.

SCOPE:

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Jackson.

POLICIES:

General Rule: The City of Jackson operates its temporarily pooled idle cash investments under the prudent man rule (Civil Code Section 2261, et. seq.). This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under current legislation of the State of California (Government Code Section 53600, et. seq.).

1. Safety: The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. Safety is the most important criteria for deciding where and when to invest City monies.

2. Liquidity: This refers to the ability to convert the investment to cash at any time with a minimal chance of losing some portion of principal or interest.

3. Yield: This is the potential dollar earnings an investment can provide, and sometimes is described as the rate of return. Yield becomes a consideration only after the basic requirements of safety and liquidity have been met. Any investment in any security that could result in a zero interest accrual if held to maturity is prohibited.

GUIDELINES OF AUTHORIZED INVESTMENTS:
1. Local Agency Investment Fund (LAIF). The investment with LAIF may not, by State regulation, exceed $40 million. LAIF transactions cannot exceed fifteen (15) per month.

2. Investment Trust of California (CalTRUST). CalTRUST is a Joint Powers Authority organized pursuant to the California Joint Exercise of Powers Act.

3. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

4. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

5. Nonnegotiable certificates of deposit issued by a nationally chartered bank, a bank chartered by the State of California or a foreign banking corporation authorized pursuant to Section 1756 of the California Financial Code.

6. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.

7. Deposits of any bank or savings and loan association provided such deposits are fully insured by the Federal Deposit Insurance Corporation.

INVESTMENT PROGRAMS:

The City is required to annually hold a public meeting to consider the City’s investment policy. Previous City policy to invest all funds with the California Local Agency Investment Fund (LAIF) and CalTRUST has been modified for the future to include other programs. It is recommended to continue holding the majority of funds in CalTRUST and LAIF to receive higher interest return and for more immediate access to funds while investing no more than 30% in other programs to achieve its fullest potential a balanced strategy.

At least quarterly, the City Council must be presented a report of City investments. The report shall also include a statement denoting the ability to meet the City’s expenditure requirement for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

The City Council currently receives a monthly “Treasurer’s Report.” The monthly report provides Council with the combined balances of the investments satisfying this policy. The monthly report also includes a statement regarding the City’s ability to meet the next six months expenditure requirements. The monthly report satisfies the Government Code’s requirement that a report be made at least on a quarterly basis.
Resolution No. 2020-08

A Resolution of the City Council of the City of Jackson
Amending the City Investment Policy

WHEREAS, the City Council has the final authority to invest surplus funds pursuant to Government Code Section 53601; and

WHEREAS, the City Council may delegate its investment authority to the City Manager (or his designee) and explicitly provide what investments the City Manager (or his designee) is or is not allowed to make in accordance with the annual investment policy; and

WHEREAS, the City Council desires to so delegate and adopt its Investment Policy for the 2019 calendar year to invest in authorized programs, including the Investment Trust of California (CalTRUST), the California Local Agency Investment Fund (LAIF) and certain certificates of deposits programs.

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

1. The City Manager (or his designee) is hereby appointed to carry out the investment policy as set forth in Exhibit “A” attached hereto.

2. The City Manager (or his designee) shall submit periodical reports to the City Council of any and all investments pursuant to the Investment Policy.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 9th day of March, 2020 by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN:

CITY OF JACKSON

___________________________
Robert Stimpson, Mayor

ATTEST:

John Georgette, City Clerk
Item 8a. CLOSED SESSION: Conference with Legal Counsel - Anticipated Litigation

CITY OF JACKSON
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

<table>
<thead>
<tr>
<th>NAME OF CLAIMANT</th>
<th>DATE OF BIRTH OF CLAIMANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Javarkovich, Mark &amp; Jennifer</td>
<td>06-24-65 / 06-29-70</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HOME ADDRESS OF CLAIMANT</th>
<th>CITY &amp; STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10451 Buena Vista Dr. Jackson CA</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS ADDRESS OF CLAIMANT</th>
<th>CITY &amp; STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>204 - 304 Y 4054</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>GIVE ADDRESS &amp; TELEPHONE NO. TO WHICH YOU DESIRE NOTICES OR COMMUNICATIONS TO BE SENT REGARDING THIS CLAIM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 1644 Jackson CA 309 4054</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WHEN DID DAMAGE OR INJURY OCCUR?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: 2017 - Present at 10:00</td>
</tr>
<tr>
<td>TIME:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAMES OF ANY CITY EMPLOYEES INVOLVED IN INJURY OR DAMAGE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May Grant</td>
</tr>
</tbody>
</table>

WHERE DID DAMAGE OR INJURY OCCUR? DESCRIBE FULLY, AND LOCATE ON DIAGRAM ON REVERSE SIDE OF THIS SHEET. WHERE APPROPRIATE, GIVE STREET NAMES AND ADDRESSES AND MEASUREMENTS FOR LANDMARKS:

10451 Buena Vista Dr. Jackson CA 309 4054 - Driveway & Segment

DESCRIBE IN DETAIL HOW DAMAGE OR INJURY OCCURRED:
Repaired 2-12-2020

Why do you claim the city is responsible?

WAS DAMAGE AND/OR INJURY INVESTIGATED BY POLICE, SHERIFF, OR CHP? No

IF SO, WHICH AGENCY?

Were Paramedics or Ambulance Called? No

If so, name of ambulance service:

If injured, state date, time, name and address of doctor of your first visit:

Hospital:

Doctor:

Address:

Address:

This claim must be signed on the reverse side.
Bueno Vista Dr. South

North

Water main problem location
And location of repair
WITNESSES TO DAMAGE OR INJURY: LIST ALL PERSONS AND ADDRESS OF PERSONS KNOWN TO HAVE INFORMATION:

NAME: John P. Grotto
ADDRESS: 10403 Buena Vista Dr.
PHONE: 209-223-3664

NAME: Hector Cruz
ADDRESS: 10438 Buena Vista Dr.
PHONE: 209-333-7865

NAME: Brian Oâ€™Conner
ADDRESS: 513 Buena Vista
PHONE: 209-419-2611

THE AMOUNT CLAIMED, AS OF THE DATE OF PRESENTATION OF THIS CLAIM, IS COMPUTED AS FOLLOWS:

DAMAGES INCURRED TO DATE (EXACT):

DAMAGES TO PROPERTY

EXPENSES FOR MEDICAL AND HOSPITAL CARE

LOSS OF EARNINGS

SPECIAL DAMAGES FOR

GENERAL DAMAGES

$  

$  

$  

$  

$  

TOTAL DAMAGES TO DATE

$  

ESTIMATED PROSPECTIVE DAMAGES AS FAR AS KNOWN:

FUTURE EXPENSES FOR MEDICAL AND HOSPITAL CARE

FUTURE LOSS OF EARNINGS

OTHER PROSPECTIVE SPECIAL DAMAGES

PROSPECTIVE GENERAL DAMAGES

$  

$  

$  

TOTAL ESTIMATED PROSPECTIVE DAMAGES

$  

TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM

$  

READ CAREFULLY

SHOW THE LOCATION AND POSITION OF VEHICLE(S) AT POINT OF IMPACT.
SHOW YOUR VEHICLE AS 1 , THE OTHER VEHICLE AS 2 .
SHOW THE NAME OF THE STREET(S), LOCATION OF STOP SIGNS, SIGNALS.

SIGNATURE OF CLAIMANT OR PERSON FILING ON HIS BEHALF GIVING RELATIONSHIP TO CLAIMANT

MARK S. ANDREWS 02-14-2020

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (PENAL CODE SEC. 72.)

CITY OF JACKSON, 33 BROADWAY, JACKSON CA 95642
(209) 223-1646
<table>
<thead>
<tr>
<th><strong>NAME OF CLAIMANT</strong></th>
<th><strong>DATE OF BIRTH OF CLAIMANT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN PRETTO</td>
<td>5/31/1946</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>HOME ADDRESS OF CLAIMANT</strong></th>
<th><strong>CITY &amp; STATE</strong></th>
<th><strong>HOME TELEPHONE NUMBER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>10463 BUENA VISTA</td>
<td>JACKSON, CA</td>
<td>223-3664</td>
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</table>

<table>
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<tr>
<th><strong>BUSINESS ADDRESS OF CLAIMANT</strong></th>
<th><strong>CITY &amp; STATE</strong></th>
<th><strong>BUSINESS TELEPHONE</strong></th>
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<tr>
<th><strong>CLAIMANT'S OCCUPATION</strong></th>
<th><strong>CLAIMANT'S SOCIAL SEC. NO.</strong></th>
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<tbody>
<tr>
<td>RETIRED</td>
<td>562-64-4474</td>
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<tr>
<th><strong>GIVE ADDRESS &amp; TELEPHONE NO. TO WHICH YOU DESIRE NOTICES OR COMMUNICATIONS TO BE SENT REGARDING THIS CLAIM:</strong></th>
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<tbody>
<tr>
<td>10463 BUENA VISTA JACKSON, CA 223-3664</td>
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<tr>
<th><strong>WHEN DID DAMAGE OR INJURY OCCUR?</strong></th>
<th><strong>NAMES OF ANY CITY EMPLOYEES INVOLVED IN INJURY OR DAMAGE:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: LAST YEAR THE LEAK STARTED (2019)</td>
<td></td>
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<tr>
<td>TIME:</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th><strong>WHERE DID DAMAGE OR INJURY OCCUR?</strong></th>
<th><strong>DESCRIBE FULLY, AND LOCATE ON DIAGRAM ON REVERSE SIDE OF THIS SHEET. WHERE APPROPRIATE, GIVE STREET NAMES AND ADDRESSES AND MEASUREMENTS FOR LANDMARKS:</strong></th>
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<tr>
<td>SEE REVERSE SIDE</td>
<td></td>
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<thead>
<tr>
<th><strong>DESCRIBE IN DETAIL HOW DAMAGE OR INJURY OCCURRED:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER RUNNING FROM PIPE LEAK, WASHED AWAY BLACK TOP (ASPHALT) AND BASE</td>
</tr>
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<table>
<thead>
<tr>
<th><strong>WHY DO YOU CLAIM THE CITY IS RESPONSIBLE?</strong></th>
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<tbody>
<tr>
<td>WATER LEAKING FROM WATER LINE (MAIN)</td>
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</table>

| **DESCRIBE IN DETAIL EACH INJURY OR DAMAGE:** |

<table>
<thead>
<tr>
<th><strong>WAS DAMAGE AND/OR INJURY INVESTIGATED BY POLICE, SHERIFF, OR CHP?</strong></th>
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<tbody>
<tr>
<td>IF SO, WHICH AGENCY?</td>
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<tr>
<th><strong>WERE PARAMEDICS OR AMBULANCE CALLED?</strong></th>
<th><strong>IF SO, NAME OF AMBULANCE SERVICE:</strong></th>
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<tbody>
<tr>
<td>IF INJURED, STATE DATE, TIME, NAME AND ADDRESS</td>
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<tr>
<th><strong>OF DOCTOR OF YOUR FIRST VISIT:</strong></th>
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<tr>
<td>HOSPITAL: ADDRESS:</td>
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<tr>
<th><strong>DOCTOR:</strong> ADDRESS:</th>
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</table>

**THIS CLAIM MUST BE SIGNED ON THE REVERSE SIDE**
LEAK IN WATER LINE (MAIN)

10463 BUENA VISTA

BLACK TOP BROKEN AND WASHED AWAY.
WITNESSES TO DAMAGE OR INJURY: LIST ALL PERSONS AND ADDRESS OF PERSONS KNOWN TO HAVE INFORMATION:

<table>
<thead>
<tr>
<th>NAME:</th>
<th>ADDRESS:</th>
<th>PHONE:</th>
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THE AMOUNT CLAIMED, AS OF THE DATE OF PRESENTATION OF THIS CLAIM, IS COMPUTED AS FOLLOWS:

**DAMAGES INCURRED TO DATE (EXACT):**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAMAGES TO PROPERTY</td>
<td></td>
</tr>
<tr>
<td>EXPENSES FOR MEDICAL AND HOSPITAL CARE</td>
<td></td>
</tr>
<tr>
<td>LOSS OF EARNINGS</td>
<td></td>
</tr>
<tr>
<td>SPECIAL DAMAGES FOR</td>
<td></td>
</tr>
<tr>
<td>GENERAL DAMAGES</td>
<td></td>
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</table>

**TOTAL DAMAGES TO DATE**

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<tr>
<th>Amount</th>
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**ESTIMATED PROSPECTIVE DAMAGES AS FAR AS KNOWN:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUTURE EXPENSES FOR MEDICAL AND HOSPITAL CARE</td>
<td></td>
</tr>
<tr>
<td>FUTURE LOSS OF EARNINGS</td>
<td></td>
</tr>
<tr>
<td>OTHER PROSPECTIVE SPECIAL DAMAGES</td>
<td></td>
</tr>
<tr>
<td>PROSPECTIVE GENERAL DAMAGES</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED PROSPECTIVE DAMAGES**

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<tr>
<th>Amount</th>
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**TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM**

<table>
<thead>
<tr>
<th>Amount</th>
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READ CAREFULLY

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SHOW YOUR VEHICLE AS 1, THE OTHER VEHICLE AS 2.
SHOW THE NAME OF THE STREET(S), LOCATION OF STOP SIGNS, SIGNALS.

SIGNATURE OF CLAIMANT OR PERSON FILING ON HIS BEHALF GIVING RELATIONSHIP TO CLAIMANT

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Pretto</td>
<td>JOAN PRETTO</td>
<td>2/18/20</td>
</tr>
</tbody>
</table>

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (PEANAL CODE SEC. 72.)

CITY OF JACKSON, 33 BROADWAY, JACKSON CA 95642 (209) 223-1646