

AGENDA

CITY OF PLYMOUTH

City Council

REGULAR MEETING

THURSDAY, JANUARY 25, 2024

Council Chambers
9426 Main Street, Plymouth, California



Marianne Akerland, Mayor

Michael McLaughlin, Vice Mayor

Doug Sim, Council Member

Peter Amoruso, Council Member

Keith White, Council Member

PLEASE NOTE: The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on the agenda. **Members of the public who wish to speak may be subject to a three (3) minute maximum time limit when addressing the Council, and/or the City may require speaker identification sheets be submitted to the Deputy City Clerk prior to being called upon by the Mayor to provide public comment.**



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING AGENDA
Thursday, January 25, 2024
6:30 PM**

In-person participation by the public is permitted. Members of the public not attending in-person may submit written comments prior to the meeting by emailing your comment to the Deputy City Clerk at vmchenry@cityofplymouth.org before 3:30 PM on the day of the meeting. Emailed public comments will be distributed to the City Council and made part of the official record.

Marianne Akerland, Mayor

Michael McLaughlin, Vice Mayor

Peter Amoruso, Council Member

Douglas Sim, Council Member

Keith White, Council Member

MISSION STATEMENT

The City of Plymouth preserves our small-town atmosphere and provides fiscally responsible services that fulfill public needs while protecting their quality of life.

This meeting will be recorded. Council Chambers are wheelchair accessible. Special accommodations may be requested by contacting the City Clerk 72 hours in advance of the meeting. **Please silence all cell phones or similar devices.**

1. **CALL TO ORDER/ROLL CALL:**
 - Roll Call
 - Pledge of Allegiance
2. **APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF JANUARY 25, 2024**
3. **PUBLIC COMMENT:**

Under provisions of the California Code, citizens wishing to address the Council for any matter not on the agenda may do so at this time. Please submit a completed Speaker Submittal Form to the Deputy City Clerk. Comments are limited to three minutes or less and speakers are requested to state their name and community of residence. For public comments on agenda items, speakers will be called by the Mayor at the point on the agenda when the item will be heard. Under provisions of the California Government Code, the City Council is prohibited from materially discussing or acting on any item not on the agenda unless it can be demonstrated to be of an emergency nature or an urgent need to take immediate action arose after the posting of the agenda.

4. **PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS: NONE**
5. **CONSENT CALENDAR ITEMS:**

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, members of the Council, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

- 5.1 CORRESPONDENCE
- 5.2 APPROVE THE REGULAR MEETING MINUTES OF JANUARY 11, 2024
- 5.3 ADOPT CITY COUNCIL POLICY CC-010 CORE VALUES POLICY
- 5.4 APPROVE CONTRACT AMENDMENT FOR SUSAN AMENTLER FOR FINANCIAL SERVICES UP TO THE AMOUNT OF \$15,000
- 5.5 APPROVE THE CORPORATION YARD LEASE FOR CALENDAR YEAR 2024 AT THE RATE OF \$715 PER MONTH.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

- 7.1 INTRODUCE AND WAIVE THE FIRST READING (BY TITLE ONLY) OF AN ORDINANCE AMENDING SECTION 2.08.180 OF THE PLYMOUTH MUNICIPAL CODE INCREASING THE CITY MANAGER'S SPENDING AUTHORITY

RECOMMENDATION: APPROVE STAFF'S RECOMMENDATION AS PRESENTED

- 7.2 REVIEW AND DISCUSS POSSIBLE CHANGES TO THE AMOUNT OF REMINDERS FOR DELINQUENT RESIDENTIAL AND COMMERCIAL WATER AND SEWER CUSTOMERS

RECOMMENDATION: REVIEW AND ADVISE OF ANY CHANGES TO RESIDENTIAL AND COMMERCIAL WATER AND SEWER DELINQUENCY REMINDER NOTICING

- 7.3 DISCUSS AND DETERMINE IF THE COUNCIL WISHES TO GRANT THE REQUEST OF \$10,000 IN TOT MONIES, IN WHOLE OR IN PART, FOR THE FOUR FIRES FOOD AND WINE FESTIVAL EVENT.

RECOMMENDATION: DISCUSS AND DETERMINE THE AMOUNT, IF ANY, THE COUNCIL WOULD LIKE TO AWARD TO THE FOUR FIRES FOOD & WINE FESTIVAL

8. COUNCIL/STAFF COMMUNICATIONS – Brief reports on matters of general interest

- 8.1 CITY MANAGER'S REPORT
- 8.2 MAYOR & COUNCIL MEMBERS' REPORTS
- 8.3 COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

9. CLOSED SESSION

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

9.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov Code 54957(b)(1))
Title: City Manager

9.3 REPORT ON CLOSED SESSION

10. ADJOURNMENT

ADDITIONAL INFORMATION

Public documents related to an item on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the Deputy City Clerk's office located in Plymouth City Hall and at the time of the meeting.

Persons interested in proposing an item for the City Council Agenda should contact a member of the City Council, or the City Manager.

NOTICE:

As presiding officer for this meeting, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disruptive conduct, and to enforce the rules of the Council.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Deputy City Clerk's Office at (209) 245-6941 prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Victoria McHenry, Deputy City Clerk for the City of Plymouth, declare that the foregoing agenda for the January 25, 2024 Regular Meeting of the Plymouth City Council was posted and available for review on January 22, 2024 at the City Hall of the City of Plymouth, 9426 Main Street, Plymouth, California, 95669. The agenda is also available on the city website at cityofplymouth.org.

Signed at Plymouth, California

//s//

Victoria McHenry
Deputy City Clerk

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PUBLIC COMMENT

5.1

CORRESPONDENCE

5.2



CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING MINUTES DRAFT
Thursday, January 11, 2024
6:30 PM

In-person participation by the public is permitted. Members of the public not attending in-person may submit written comments prior to the meeting by emailing your comment to the Acting Deputy City Clerk at dknight@cityofplymouth.org before 3:30 PM on the day of the meeting. Emailed public comments will be distributed to the City Council and made part of the official record.

Marianne Akerland, Mayor

Michael McLaughlin, Vice Mayor
Douglas Sim, Council Member

Peter Amoruso, Council Member
Keith White, Council Member

MISSION STATEMENT

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1. CALL TO ORDER/ROLL CALL:

COUNCIL MEMBERS PRESENT: Marianne Akerland, Mayor; Michael McLaughlin, Vice Mayor; Peter Amoruso, Doug Sim, Keith White

COUNCIL MEMBERS ABSENT: None

STAFF/ADVISORY PRESENT: Margaret S. Roberts, City Manager; Frank Splendorio, City Attorney; Dana Knight, Acting Deputy City Clerk/ Zoom Technician

STAFF/ADVISORY ABSENT: McLean Sonnenberg, City Clerk; Victoria McHenry, Deputy City Clerk; Joyce Czerwinsky, City Treasurer

- **Flag Salute led by Major and Cannon Begbie**

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF JANUARY 11, 2024

Motion made by Vice Mayor McLaughlin, second by Council Member Sim to approve the January 11, 2024, Regular Meeting Agenda. Motion passed by a roll call vote 5-0

3. PUBLIC COMMENT:

Amy Champ from Plymouth brought up the topic of homelessness and proposed that the City adopt a policy to address this issue before it becomes a problem.

Mike Spinetta from Hawksview brought up the idea of weed eating, adding lights to the trail and cameras to help the homeless issue.

Items 7.2 and 7.3 from the regular agenda items were moved due to time constraints from audience members with small children that needed to comment on the items.

7.2 DETERMINE IF THE COUNCIL WOULD LIKE TO RECONSIDER ITS PREVIOUS DECISION WITH RESPECT TO ALLOCATION OF PROP 68 GRANT PROCEEDS AT LODGE HILL

Motion made by Council Member Sim, second by Council Member Amoruso to reconsider the allocation of Prop 68 Grant Funds. Motion passed by a roll call vote 5-0.

7.3 DISCUSS THE PROP 68 GRANT FUNDS AND POTENTIALLY DETERMINE USE OF GRANT PROCEEDS FOR MCGEE PARK [THIS ITEM ONLY TO BE DISCUSSED IF THE COUNCIL VOTES TO RECONSIDER ON ITEM 7.2]

Cameron Begbie, Plymouth business owner, spoke and handed out a letter in support of using the funds to improve McGee Park.

Rachel Lara, Plymouth business owner, thanked Public Works for keeping the park so nice and clean. She voiced the importance of improving McGee Park and how it would benefit our local community.

Mike Spinetta from Hawksview complimented our local Main Street merchants. He would like to see the funds reallocated to improving McGee Park.

Motion made by Vice Mayor McLaughlin, second by Council Member Sim to reallocate the Prop 68 Grant funding to McGee Park. Motion passed by a roll call vote 5-0.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 APPOINTMENTS TO REGIONAL AND LOCAL BOARDS AND COMMITTEES

Council Member White will serve on the Amador Air Quality Control Board, Tribal City Committee, Intergovernmental Committee and the Broadband Subcommittee. Council Member Amoruso will serve on the TOT Committee, Solid Water Management Regional Agency and the Solid Waste Task Force (LTF), Council Member Doug Sim will serve on the Amador Council of Tourism, AdHoc Committee and the Amador County Transportation Commission. Vice Mayor McLaughlin is on the Public Safety AdHoc Committee, OES/Disaster Council and Tribal-City Committee. Mayor Akerland is on the Amador County Transportation Commission, Amador Abandoned Vehicle Authority, ACRA, TOT Committee, Broadband Subcommittee, and the Grant Funding Subcommittee with Staff.

5. CONSENT CALENDAR ITEMS:

5.1 CORRESPONDENCE: NONE

5.2 APPROVE THE REGULAR MEETING MINUTES OF DECEMBER 14, 2023

5.3 ACCEPT THE WARRANT REGISTER FOR NOVEMBER 2023

5.4 ACCEPT THE WARRANT REGISTER FOR DECEMBER 2023

- 5.5 ADOPT CITY COUNCIL POLICY CC-031 CITY COUNCIL COMMUNICATIONS**
- 5.6 ADOPT CITY COUNCIL POLICY CC-034 CITY COUNCIL APPOINTMENTS TO REGIONAL BOARDS AND COMMITTEES**
- 5.7 APPROVE RESOLUTION 2024-01 APPROVING THE 2022/23 AMADOR COUNTY REGIONAL TRAFFIC MITIGATION FEE PROGRAM ANNUAL REPORT**

Motion made by Council Member Amoruso, second by Vice Mayor McLaughlin to approve the consent calendar items. Motion passed by a roll call vote 5-0.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

- 7.1 REVIEW AND DISCUSS CHANGES TO CITY COUNCIL POLICY CC-048 TRANSIENT OCCUPANCY TAX GRANTS**

After discussion, the council decided to table the item for now.

- 7.4 APPROVE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER INCREASING ANNUAL COMPENSATION AND MAKING OTHER CONTRACTUAL CHANGES**

Motion made by Vice Mayor McLaughlin, second by Council Member White to approve the first amendment to employment agreement with City Manager increasing annual compensation and making other contractual changes. Motion passed by a roll call vote 5-0.

- 7.5 REVIEW AND DISCUSS ANY CHANGES TO CITY COUNCIL POLICY CC-005 CITY COUNCIL-CITY ATTORNEY COMMUNICATIONS POLICY**

After discussion, the council decided to table the item for now pending guidance from our attorney.

- 7.6 APPROVE TWO REPAIR PROJECTS AT THE WASTEWATER TREATMENT PLANT, AWARDING CONTRACTS TO SHENANDOAH EXCAVATING IN THE AMOUNTS OF \$18,070 AND \$8,530**

Motion made by Council Member Amoruso, second by Council Member White to approve two repair projects at the wastewater treatment plant, awarding contracts to Shenandoah Excavating in the amounts of \$18,070 and \$8,530. Motion passed by a roll call vote 5-0.

8. COUNCIL/STAFF COMMUNICATIONS – Brief reports on matters of general interest

8.1 CITY MANAGER'S REPORT

The fire station project is moving forward with the environmental report getting turned into HCD. Construction will proceed after a construction company is chosen at the March 14th meeting.

The housing element environmental draft is up for review, and she hopes to have the final draft on the next agenda for approval.

The 5-year developmental impact study is complete and was submitted on time. It will be on the next agenda for action. The city-wide fee studies are in the progress of they are analyzing the data provided. Our municipal code codifier company was purchased and will look different. It will enable the city to gather information regarding the website. She met with the USDA regarding obtaining USDA grants. It was very informative, and she was advised to have our City Engineer be prepared when the right grant for our city comes available. City Manager Roberts will meet with PG&E regarding Rule 20A (the undergrounding of overhead wires). She was informed that we have funding to use for this project.

8.2 MAYOR & COUNCIL MEMBERS' REPORTS

Council Member White encouraged the community to love one another instead of letting hate fester. He wants the community to move forward in a positive manner. Council Member White also thanked the community for the outpouring of support for the blood drive in honor of his Mom, Janet White.

Council Member Amoruso wished everyone a Happy New Year. He is looking forward to a positive year for the City.

Council Member Sim asked if the environmental impact report will go to the Planning Commission for review.

Vice Mayor McLaughlin echoed Council Member White's sentiment about fostering love instead of hate in our daily lives. He is looking forward to working together and doing good for our community.

8.3 COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Vice Mayor McLaughlin would like to see the homeless issue looked at more closely to know what resources are available. Mayor Akerland will put together a list of resources that she is aware of that may be helpful.

Mayor Akerland would like to see the issue of the City Clerk and City Treasurer being appointed instead of an elected position. Vice Mayor McLaughlin proposed a possible workshop to inform residents as to why this would be beneficial to the City.

9. ADJOURNMENT : 8:34 pm

5.3



CITY COUNCIL AGENDA ITEM NO. 5.3

01/25/2024

SUBJECT: Adopt City Council Core Values Policy

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

ADOPT CITY COUNCIL POLICY CC-010 CORE VALUES POLICY.

BACKGROUND

The policy is designed to provide clear and positive statement of ethical behavior reflecting the core values of the City and the community it serves. The Policy includes practical strategies for addressing ethical questions and a valuable framework for decision-making and handling the City's day-to-day operations.

There are goals for core values listed in the policy. This policy applies to all city officials; appointed to serve on committees, boards, volunteers, City staff, elected officials. The Policy outlines how to represent the City in detail. The policy also has an enforcement component.

ENVIRONMENTAL DETERMINATION

This is not a "project" under Section 15378 of the California Environmental Quality Act (CEQA) Guidelines.

FISCAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDATION

Make a motion to adopt City Council Policy CC-010 Core Values Policy.



CITY COUNCIL AGENDA ITEM NO. 5.3

01/25/2024

ATTACHMENT(S)

1. Policy CC-010 Core Values



| CORE VALUES POLICY | | CC-010 |
|--------------------|-------------------------------|----------------------|
| CITY POLICY | Effective Date: XX/XX/XXXX | Revised Date: N/A |

PURPOSE AND SCOPE

The City of Plymouth (City) designed this Core Values policy to provide clear, positive statements of ethical behavior reflecting the core values of the City and the community it serves. The Policy includes practical strategies for addressing ethical questions and a valuable framework for decision-making and handling the City's day-to-day operations. The City Council developed this Policy to reflect the issues and concerns of today's diverse society.

POLICY

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Plymouth has adopted this Code to promote and maintain the highest personal and professional conduct standards in the City's government.

All City Officials must subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and the public trust of its decision-makers and decision-influencers, our decisions and work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

DEFINITIONS

- I. City Official – all elected and appointed officials, officers, employees, agents, members of advisory committees, and volunteers.

PROCEDURES

- I. Goals of the Code of Values:
 - a. To make Plymouth a better City built on mutual respect and trust.
 - b. To promote and maintain the highest standards of personal and professional conduct among all involved in City government, City staff, volunteers, and members of the City Council.
 - c. The Code is a touchstone for City Council and staff members in fulfilling their roles and responsibilities.
- II. Applicability

This Code shall apply to all City Officials as defined herein.
- III. Core Value:
 - a. As a Plymouth City Official, I will take the responsibilities of my role as a representative of the City seriously. In practice, this value looks like this:
 - i. Except as otherwise protected under federal or state law, I recognize that

my opinions on City business will be seen as the City's position. I will use sound judgement and limit opining on City business in public to avoid misleading or confusing the public as to whether such statements are personal to me or official opinions of the City.

- ii. Except as otherwise protected under federal or state law, I recognize that as a City Official, I am always a City Official. The residents do not know when we are on or off duty. I will not take any action or conduct myself in a manner that will be a detriment to the City.
 - iii. I will endeavor for open and honest communications with staff and the public as it relates to City business. I will not hold back or embellish information.
 - iv. I will use proper City channels to seek information and to share my concerns.
- b. As a representative of Plymouth, I will be ethical. In practice, this value looks like this:
- i. I am trustworthy, acting with the utmost integrity and moral courage. I am truthful. I do what I say I will do. I am dependable.
 - ii. I make impartial decisions free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that impair my independence of judgment or action.
 - iii. I am fair, distributing benefits and burdens according to consistent and equitable criteria.
 - iv. I extend equal opportunities and due process to all parties in matters under consideration. If I engage in meetings and discussions with constituents or other third parties, I do so without making voting decisions or any improper or unauthorized representations on behalf of the City.
 - v. I show respect for persons, confidences, and information designated as "confidential."
 - vi. I use my title(s) only when conducting official City business for information purposes or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.
 - vii. I will avoid actions that might cause the public or others to question my independent judgment.
 - viii. As a trusted public servant, I maintain a constructive, creative, and practical attitude toward the City's affairs and a deep sense of social responsibility.

- c. As a representative of Plymouth, I will be professional. In practice, this value looks like this:
 - i. I apply my knowledge and expertise to my assigned activities and the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
 - ii. I approach my job and work-related relationships with a positive, collaborative attitude.
 - iii. I keep my professional education, knowledge, and skills current and growing.
 - iv. I treat my colleagues, staff, and the public with respect at all times.
- d. As a Representative of Plymouth, I will be service-oriented. In practice, this value looks like this:
 - i. I provide friendly, receptive, and courteous service to everyone.
 - ii. I am attuned to and care about the needs and issues of citizens, public Officials, and City staff.
 - iii. I am interested, engaged, and responsive in my interactions with constituents.
- e. As a representative of Plymouth, I will be fiscally responsible. In practice, this value looks like this:
 - i. I make decisions after prudent consideration of their financial impact, considering the City's long-term financial needs, especially its financial stability.
 - ii. I demonstrate concern for properly using City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
 - iii. I make sound financial decisions that seek to preserve programs and services for City residents.
 - iv. I know of and adhere to the City's procurement and fiscal policies.
- f. As a representative of Plymouth, I am organized. In practice, this value looks like this:
 - i. I efficiently make decisions and recommendations based on research and facts, considering short- and long-term goals.
 - ii. I follow through responsibly, keeping others informed and responding in a timely fashion.
 - iii. I am respectful of established City processes and guidelines.
- g. As a representative of Plymouth, I will be communicative. In practice, this value looks like this:

- i. I positively convey the City's care for and commitment to its citizens.
 - ii. I communicate in various ways that I am approachable, open-minded, and willing to participate in dialog.
 - iii. I engage in effective two-way communication by listening carefully, asking questions, and determining an appropriate response that adds value to conversations.
- h. As a representative of Plymouth, I will be collaborative. In practice, this value looks like this:
 - i. I act cooperatively engage with groups and other individuals, working together in a spirit of tolerance and understanding.
 - ii. I work towards consensus building at Brown Act meetings and gain value from diverse opinions.
 - iii. I accomplish the goals and responsibilities of my position while respecting my role as a team member.
 - iv. I consider the broader regional and state-wide implications of the City's decisions and issues.
- i. As a representative of Plymouth, I will use ingenuity. In practice, this value looks like this:
 - i. I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
 - ii. I display a style that maintains consistent standards; but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
 - iii. I promote intelligent and thoughtful innovation to forward the City's policy agenda and City services.

IV. Enforcement:

- a. Any City Council member found to violate this Code may be subject to admonition or censure by the City Council, pursuant to separately established policy of the City Council.
- b. In addition to any other remedy allowed by City policy or directive, any member of any advisory Committee of the City (other than City Council members) found in violation may be subject to dismissal from the Committee, consistent with the rules of the Municipal Code or other policies, directive, or authorization of Council.
- c. In the case of an employee, the City Manager or an authorized designee shall take appropriate action.

REFERENCES

City Council CC-008 – Conduct of Public Meetings

City Council CC-015 – Interactions with City Staff

City Council CC-031 City Council Communications

5.4



CITY COUNCIL AGENDA ITEM NO. 5.4

01/25/2024

SUBJECT: Approve a contract amendment for Susan Amentler.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

APPROVE A CONTRACT AMENDMENT FOR SUSAN AMENTLER FOR FINANCIAL SERVICES UP TO THE AMOUNT OF \$15,000.

BACKGROUND

On January 4, 2024, the City entered into a contract with Susan Amentler "contractor" for financial services, assist in catching up on entering accounts receivable into the financial software, do some financial reporting, provide accounting services, and develop policies and procedures for Finance.

ENVIRONMENTAL DETERMINATION

This is not a "project" under Section 15378 of the California Environmental Quality Act (CEQA) Guidelines.

FISCAL IMPACT

This increases the current contract from \$5,000 to \$15,000. However, there is no new fiscal impact associated with this item as the cost will be paid from the cost savings from the vacant Senior Accountant position.

RECOMMENDATION

Make a motion to approve a contract amendment to approve a contract extension for Susan Amentler for Financial Services up to the amount of \$15,000 (from \$5,000), in a form approved by the City Attorney.

ATTACHMENT(S)

1. Original Contract

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF PLYMOUTH AND SUSAN AMENTLER
(Professional)**

THIS AGREEMENT for consulting services is made by and between the City of Plymouth, a California municipal corporation ("City"), and Susan Amentler ("Professional") (each, a "Party" and together, the "Parties"), as of January 4, 2024.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end by no later than January 4, 2025. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 10. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11.

Section 3. STANDARD OF PERFORMANCE.

- 3.1 **Standard of Performance.** Professional shall perform all services and prepare all work products required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession.
- 3.2 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

Section 4. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$75 per hour, and a cumulative amount to exceed \$5,000, notwithstanding any contrary indications that may be contained in Professional's proposal. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 4.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs

incurred prior to the invoice date, which describe the work performed by Professional. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

4.4 Reimbursable Expenses. *Intentionally Omitted.*

4.5 Payment upon Termination. In the event that the City or Professional terminates this Agreement pursuant to Section 10, the City shall compensate the Professional for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

4.6 Authorization to Perform Services. The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 5. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 6. INSURANCE REQUIREMENTS. Professional shall comply with the insurance requirements contained in Exhibit C and shall procure, at its own cost and expense all insurance coverages listed in Exhibit C before beginning any work under this Agreement.

Section 7. INDEMNIFICATION.

7.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause

shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

7.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

7.3 Design Professional. To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 7.1 and 7.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 8. STATUS OF PROFESSIONAL.

8.1 Independent Contractor. At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353 and shall not be an employee of the City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

8.2 Professional Not an Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever

as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 9. LEGAL REQUIREMENTS.

- 9.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 9.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 9.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 9.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain a valid Business License from City during the term of this Agreement.
- 9.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby. Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 10. TERMINATION AND MODIFICATION.

- 10.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement at any time and without cause, upon fourteen days' written notice to City. In the event of termination, Professional shall be entitled to compensation for services performed.

to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

10.2. Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

10.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

10.4 Assignment and Subcontracting. City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

10.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

10.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies may include, but not be limited to, the following:

10.6.1 Immediate termination of the Agreement;

10.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement; or

10.6.3 Retention of a different Professional to complete the work described in Exhibit A not finished by Professional.

Section 11. KEEPING AND STATUS OF RECORDS.

- 11.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 11.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 11.3 Inspection and Audit of Records.** Any records or documents that Section 11.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

Section 12 MISCELLANEOUS PROVISIONS.

- 12.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 12.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court for the Eastern District of California.
- 12.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

12.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.6 Conflict of Interest. Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

12.7 Solicitation. Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

12.8 Contract Administration. This Agreement shall be administered by Stefan Chatwin ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.9 Notices. Any written notice to Professional shall be sent to:

Susan Amentler
2157 Foxglove Way
Lincoln, CA 95648
E-mail: susanlamentler@gmail.com

Any written notice to City shall be sent to:
City Manager
9426 Main Street (PO Box 429)
Plymouth, California 95669

12.10 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

12.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the compensation schedule attached hereto and incorporated herein as Exhibit B, and the insurance requirements attached hereto and incorporated herein as Exhibit C represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.12 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The Parties may execute this in counterpart and/or digital or electronic copies, which shall be treated as original signatures.

CITY


Margaret S. Roberts, City Manager

PROFESSIONAL


Susan Amentler

Attest:


Victoria McHenry, Deputy City Clerk

Approved as to Form:

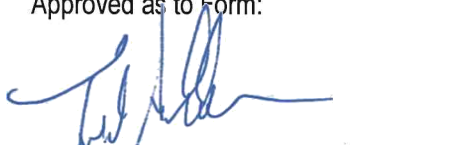

Frank Splendorio, City Attorney

EXHIBIT A
SCOPE OF FINANCIAL SERVICES

1. Assist in catching up on accounts payable and receivable for everything but utility billing.
2. Financial Reporting - Necessary and required reports, including to CalTrans, the State of California, and any Federal reports.
3. Accounting services.
4. Developing policies and procedures for Finance.
5. Other as needed and assigned.

EXHIBIT B

COMPENSATION SCHEDULE

\$75 per hour for services described in Exhibit A. No reimbursable expenses.

EXHIBIT C

Insurance Requirements

Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

2. **Commercial General and Automobile Liability Insurance.** Intentionally omitted.
3. **Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

- 3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4. All Policies Requirements.

- 4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.3 **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4 **Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

|| During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.5 **Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

- 4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.
- ||

5.5



CITY COUNCIL AGENDA ITEM NO. 5.5
01/25/2024

SUBJECT: Rental Increase for Corp Yard Lease

DEPARTMENT: Office of the City Manager

STAFF: Margaret Roberts, City Manager
Victoria McHenry, Deputy City Clerk

TITLE

APPROVE THE CORPORATION YARD LEASE FOR CALENDAR YEAR 2024 AT THE RATE OF \$715 PER MONTH.

BACKGROUND

Currently the City rents property from the Fairgrounds for our Corporation Yard. They have raised our rent from \$650 per month to \$715 per month effective January 1, 2024. This will equate to an annual charge of \$8,580, which is an increase of \$780 annually. Since 2022 the rent has gone from \$500 per month to the new rate of \$715, which is a 43% increase in the rental rate.

The Fairgrounds does not contact the City prior to sending the lease, they just send the new lease in the mail with the new lease amount without any discussion or negotiations. Staff will once again be looking at moving the Corporation Yard off this site and out to the Wastewater Treatment Plant (WWTP). We have discretionary funds sitting with CIRA our risk management company that can greatly offset the cost of the building. I will have more to report on this at the meeting as staff will be meeting on Tuesday regarding the move.

ENVIRONMENTAL DETERMINATION

This lease is a Class 1 categorically exempt action under Section 15301 of the CEQA Guidelines.

FISCAL IMPACT

There is an increased cost of an additional \$780 per year associated with this item.



CITY COUNCIL AGENDA ITEM NO. 5.5
01/25/2024

RECOMMENDATION

Approve 2024 Lease for Corporation Yard at the Fairgrounds Property at the rate of \$715 per month, in a form approved by the City Attorney.

ATTACHMENT(S)

1. Lease

RETURN THIS COPY TO FAIR

DATE: Jan 2, 2024

INTERIM AGREEMENT #: 24-02

26th District Agricultural Association – Amador County Fair RENTAL AGREEMENT

THIS RENTAL AGREEMENT is by and between the 26th District Agricultural Association, commonly known as the Amador County Fairgrounds, and, **The City of Plymouth, Renter**. Association and Renter may be collectively referred to as the "Parties."

1. The Association hereby grants to the Renter the right to occupy the space(s) known as the **Corporation Yard - Next to the Plymouth Fire House** as depicted in Exhibit A, located on the Fairgrounds at 18621 Sherwood St., Plymouth, CA for the purposes of hereafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on **January 1, 2024** and ends on **December 31, 2024 - Monthly / Set-up: NA - and clean-up: NA** Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to: **Storage**, and shall be for no other purposes whatsoever.
4. Renter shall pay Association the amount of **Est. \$ 715.00 per month, due 30 days prior to the event. Plus the deposits. (see below)** Upon execution of this Agreement, Renter shall pay the Association a Guaranteed deposit in the amount of **\$NA, ~~**A Guaranteed deposit (separate from rental fees) is hereby charged and due within thirty (30) working days of receiving this contract to reserve the date for rental/event.~~** The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days. **~~** State Fire Marshal Permit Fee Deposit: \$ NA. (Separate from Guaranteed deposit and rental fees.) Please see Exhibit C for rules and regulations. All events will be required to have a drawing of their setup, returned with the contract to be approved by the Association and the State Fire Marshal. A \$50 processing fee will be retained for administration.~~** Agreement: To pay the Fairgrounds at the 1st of each month. The City to maintain the property and building and fencing located on said property. To supply the Fair with a current insurance certificate for the property and contents therein. All trash and any hazardous waste is the responsibility of the City of Plymouth to properly dispose of and to keep the area clean. Rental fees due thirty (30) days prior to the event. Any additional fees are due immediately following the event. Trash fees = \$13.50 per barrel will be deducted from the deposit unless the Renter requests to take their trash off grounds. RV /Trailer fees = \$38.50 per trailer, per night. Tent camping = \$28.00 per night. **~~**Any event held after 5 pm on a weekday or on a weekend will be required to have a "Facility Attendant", provided by the Association for the duration of the event at the cost of \$38.50 per hr up to 8 hrs. Overtime will apply after 8 hrs. (1.5).~~** Buildings and/or grounds are to be cleaned by the Renter after the event. If the Association has to do any setup or cleanup, a fee of \$38.50 per man, per hour will be charged plus an equipment fee if used. The attached Standard Contract Terms and Conditions, CFSA Insurance Statement, Rules & Regs., governing rental space, Rental Agreement Requirements and Instructions are hereby incorporated into this agreement. Prices are subject to change. **Rented areas will be strictly enforced.**
5. Renter shall pay the following services and fees
 - (a) Any money which may be payable to the Association under this agreement.
 - (b) Any damage to Fair property; and utility charges, if any.
 - (c) Removal of all property and the leaving of the premises in a clean condition satisfactory to the Association.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. The Association shall not be liable for any interference in the Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees that he will not sell, exchange, or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
10. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of the Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.

13. Upon request, Renter will furnish the Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions a sign showing the prices to be charged for all articles offered for sale the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. The Association will furnish the necessary janitor service for all aisles, streets, roads, and areas used by the public, but renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one (1) hour before the Association is open to the public or any public space. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public area.
17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be operated so as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of the Association as to the desirability of any such sound-producing devices shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from the Association.
18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration, and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
21. Each and every article and all boxes, crates packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
22. No renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on said Premises.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions shall not constitute a waiver of any subsequent breach of any such terms and conditions.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. The Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to the Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
29. Time is of the essence of each, and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. **It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.**
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments for this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.

33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement, and incorporated by these references:

A map of the Fairgrounds depicting the premises rented in the contract. Exhibit A

CA Fair Services Authority Insurance Requirements- Insurance is required before any setup can be allowed

Exhibit B

State Fire Marshal Rules & Regulations

Exhibit C

Additional Equipment Rental Request Form

Exhibit D

Standard Contract Terms and Conditions (F-31, Rental Agreement)

Exhibit E

City Manager / The City of Plymouth January 1, 2024 - December 31, 2024 - Monthly
Corporation Yard - Next to the Plymouth Fire House Guarantee Deposit: \$NA State Fire Marshal
Deposit: \$NA Rental Agreement Est.: \$715.00 per month

34. Special Provisions: A \$20.00 refundable key deposit will be charged for each key needed. Attached " Rental Agreement Requirement" form must be completed for any other rental needs. Please contact the fair office for any additional info. (209) 245-6921.

35. This agreement is not binding upon the Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in duplicate by and on behalf of the parties hereto, the day and year first above written.

26th DISTRICT AGRICULTURAL ASSOCIATION

Address: P.O. Box 9 - Plymouth, CA 95669

By: 

Title: Richard Hoffman, CEO

Phone: 209/245-6921

Email: HaveFun@AmadorCountyFair.com

RENTER: The City of Plymouth

Address: P O Box 429 Plymouth, CA 95669

By: _____

Contact: City Manager

Phone: Cell # _____

EMAIL: _____

FOR 26th District Ag ASSOCIATION OFFICE USE ONLY:

Guarantee Deposit-Acct.#24100 \$ _____ Rec. # _____ Date: _____

SFM_Deposit - Acct. #24120 \$ _____ Rec. # _____ Date: _____

SFM Processing Fee - Acct.# \$ _____ Rec. # _____ Date: _____

Building Rental -Acct. #46100 \$ _____ Rec. # _____ Date: _____

RV/Grounds- Acct. #46130 \$ _____ Rec. # _____ Date: _____

Equip./ Extras- Acct. #46300 \$ _____ Rec. # _____ Date: _____

Insurance: Acct #21150 \$ _____ Rec. # _____ Date: _____

Man Hour: Acct #48720 \$ _____ Rec. # _____ Date: _____

Trash Fees: Acct.# 48510 \$ _____ Rec. # _____ Date: _____

Deposit Refund \$ _____ Check No. _____ Date: _____

SFM DEPOSIT REFUND \$ _____ Check No. _____

Date: _____

Handling Fees Acct. # 48720 \$ _____ Rec. # _____ Date: _____

**26th District Agricultural Association – Amador County Fair RENTAL AGREEMENT
State Fire Marshal Rules & Regulations - Exhibit C**

State Fire Marshal Permit Fee Deposit: \$NA. The 26th District Ag. Association/Amador County Fair is required to submit each "special event" held on the fairgrounds to the State Fire Marshal's office for approval. The fee, above, will be designed for the State Fire Marshal's fees to issue the permit for your event, with the possibility of an on-site inspection of your event once the setup is complete and meets all the requirements stated below. The State Fire Marshal's office works on an hourly basis and every "special event" permit is different, so fees may vary by event. A \$50 processing fee will be retained by the Association for the permit process.

Fire and Safety Regulations:

Decorations shall be inherently flame resistive or treated. (Amazon carries a variety of flame-retardant products) Most cloth type (Polyester) table cloths meet the resistive requirement. Paper does not and would have to be treated.

No open flames are allowed in any building. (This includes No Sternos) Warming devices must be electric and an electrical extension cord shall be of the heavy-duty three-wire (grounded) hard-usage type. No two-wire extension cords shall be allowed.

No campfires or bonfires are allowed on the fairgrounds.

NO Wood Barbecue cooking unless preapproved by Management for Commercial purposes only.

NO Charcoal Barbecue cooking. Only propane type BBQ or cooking equipment is allowed on these fairgrounds.

NO Smoking is permitted in any building and only in designated areas where cigarette receptacles shall be available. Please do not throw butts on the ground. Help keep the fairgrounds beautiful.

No parking of any vehicles within 20 feet of any buildings, including the barns.

***All events will need a drawing of their setup returned with the contract 30 days prior to the event. The Fairgrounds can provide a schematic of the grounds and for each building being used. Please be sure not to block any doors/egress, emergency exit signs or fire extinguishers.

By signing this agreement, I am acknowledging that I have read it and agree to adhere to the above rules and regulations set forth by the State of California.

26th DISTRICT AGRICULTURAL ASSOCIATION
Address: P.O. Box 9 - Plymouth, CA 95669

Renter: The City of Plymouth
Address: P O Box 429 Plymouth, CA 95669

By: 
Title: Richard Hoffman, CEO

By: _____
Contact: City Manager

FOR OFFICE USE ONLY:
ACCT# 24120-00-000

Deposit - _____ Rec. # _____ Date _____

INTERIM RENTAL - ADDITIONAL EQUIPMENT REQUEST – EXHIBIT D

THE FOLLOWING MUST BE COMPLETED AND RETURNED WITH YOUR SIGNED AGREEMENT AND FEES. *Please notify the fair office of any additional requirements or changes to this form/contract as soon as possible.* *NOTE: All items are on a first come, first serve basis

THE BUILDING YOU HAVE RENTED COMES WITH:

NOTE: ALL TABLES MUST BE COVERED AND CLEANED BEFORE BEING PUT BACK ON THE RACKS.

Pokerville Hall 30 - 8' Banquet Style Tables & 150 Chairs
Spur Emporium Hall 30 - 8' Banquet Style Tables & 150 Chairs
Floriculture Hall 20 - 6' Banquet Style Tables & 120 Chairs

 FULL DAY SETUP REQUIRED PRIOR TO EVENT DATE (1/2 cost per building per day)

Full Day = 8 am to 4 pm (Pokerville Hall = \$297; Spur Hall = \$350.00; Floriculture = \$247.50)

 1/2 DAY SETUP REQUIRED PRIOR TO EVENT DATE (\$150 per building per day)

1/2 day = 8 am – 12 noon or 12 noon - 4 pm

EVENT DAY: DATE & TIME OF ARRIVAL _____ DATE & TIME OF DEPARTURE _____

****Any event held on a weekend (Sat. and/or Sun.) or after 4 pm on a weekday, (Mon – Fri) will be required to have a "Fair Attendant" for the duration of the event at the cost of \$35 per hr.*

ADDITIONAL ITEMS NEEDED (if available)

| | <u>Amount</u> | <u>Sub total</u> | <u>No. of days</u> | <u>TOTAL</u> |
|--|-------------------------------|------------------|---------------------------|---------------|
| <u> </u> Public Address System (PA) - 1 | \$120.00 per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Tables (30"X 8' Banquet style) -30 | \$13.50 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Tables (5' Round, Seats 6-8) – 30 | \$16.50 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Chairs (metal folding) | \$1.65 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Chairs (plastic folding) | \$2.75 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> 6' Beverage Bar (Portable) - 1 | \$33.00 per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Picnic Tables - 29 available | \$16.50 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> 6' Benches w backs - 25 available | \$ 2.75 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> 6' Benches no backs - 15 available | \$ 2.75 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> WIFI Service | \$55.00 per day | | | = <u> </u> |
| <u> </u> Podium | \$24.00 ea per day = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Portable Bleachers (seat 60 -6 sets) | \$60.00 per set, per day= | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Additional Refrigeration | \$35.00 per day (2 day min) = | | <u> </u> X <u> </u> | = <u> </u> |
| <u> </u> Electrical Distribution Boxes (4) | \$30.00 each | | <u> </u> X <u> </u> | = <u> </u> |

TOTAL ADDITIONAL CHARGES

\$

IMPORTANT ADDITIONAL INFORMATION NEEDED:

 Approximate number of people in your party
 Approximate number of RV trailers in your group.
 We will need the maintenance men for pre-set up (\$35.00 per man per hour/2 hr. min.)
 We will need the maintenance men for clean-up (\$35.00 per man per hour/2 hr. min.)

Additional information, requests or comments

Standard Contract Terms and Conditions (F-31, Rental Agreement)

Exhibit E

State of California

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. **Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. **Termination**

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

7.1



CITY COUNCIL AGENDA ITEM NO. 7.1

01/25/2024

SUBJECT: Consider an Ordinance increasing the City Manager's spending authority.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

INTRODUCE AND WAIVE THE FIRST READING (BY TITLE ONLY) OF ORDINANCE NO. 2024-03, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH AMENDING SECTION 2.08.180 INCREASING THE CITY MANAGER'S SPENDING AUTHORITY TO \$20,000.

BACKGROUND

The current spending authority for the City Manager is \$5,000 and has been in place since at least 2008. It is hard to do some business at time with a low authority such as we ran into with purchasing chlorine for the Wastewater Treatment Plant. There are other items that the City can move more efficiently to get things accomplished, such as the recent repairs at the Wastewater Treatment Plant. This would not be to purchase things that are not approved in the budget or for emergency work such as water leaks.

The other City Managers in the County have the following spending authorities:

Ione: \$15,000

Jackson: \$20,000

Sutter Creek: \$50,000

ENVIRONMENTAL DETERMINATION

This is not a "project" under Section 15378 of the California Environmental Quality Act (CEQA) Guidelines.

FISCAL IMPACT

None from this action alone. All purchases would be subject to budgetary appropriations.



CITY COUNCIL AGENDA ITEM NO. 7.1

01/25/2024

RECOMMENDATION

Make a motion to introduce and waive the first reading (by title only) of Ordinance No. 2024-03, an ordinance of the City Council of the City of Plymouth Amending Section 2.08.180 Increasing the City Manager's Spending Authority to \$20,000.

ATTACHMENT(S)

1. Proposed Ordinance
2. Current Code

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PLYMOUTH AMENDING TITLE 2, CHAPTER 2.08.180
INCREASING THE CITY MANAGER'S SPENDING AUTHORITY TO
\$20,000

SECTION 1. RECITALS

WHEREAS, the current spending authority for the City Manager is \$5,000 and has been in place since at least 2008; and

WHEREAS, it is hard to do some business at time with a low authority such as we ran into with purchasing chlorine for the Wastewater Treatment Plant; and

WHEREAS, this difficult is especially aggravated with increasing costs and unprecedented inflation; and

WHEREAS, the City has evaluated other cities in the region to determine their purchasing authorities delegated to City Managers.

SECTION 2. AMENDMENT: The first sentence of the second paragraph of §2.08.180 of the City of Plymouth Municipal Code is amended as reflected below (the rest of Section 2.08.180 shall remain in entirety):

The City Manager is hereby authorized to execute on behalf of the City, without City Council approval, contracts in the amount of twenty thousand dollars (\$20,000.00) or less for budgeted items and to delegate this authority in writing to subordinate officers and employees.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall none the less remain in full force and effect. The people hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. EFFECTIVE DATE AND PUBLICATION. This ordinance shall take effect (30) days after its adoption and shall be published at least once in a newspaper of general circulation published by the City of Plymouth or shall be published or posted in accordance with the requirement of Government Code Section 36933.

The foregoing Ordinance was adopted at a regular Meeting of the City Council of the City of Plymouth held on the 25th day of January, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marianne Akerland, Mayor

ATTEST:

Victoria McHenry, Deputy City Clerk

§ 2.08.180. Purchasing and expenditure control.

The City Manager is hereby authorized to approve and execute purchase orders and City warrants and checks for the City, and all divisions and departments thereof, consistent with the procedures provided in Chapter 3.08 of the Plymouth Municipal Code. It shall be the duty of the City Manager to see that no expenditures shall be recommended to the City Council except on approval of the City Manager or authorized representative.

The City Manager is hereby authorized to execute on behalf of the City, without City Council approval, contracts in the amount of \$5,000 or less for budgeted items and to delegate this authority in writing to subordinate officers and employees. The City Manager shall submit a quarterly report to the City Council which includes a list of all such contracts entered during the previous three months. No contract shall be split into smaller segments to allow the use of these provisions.

Nothing in this section shall allow departure from Chapter 3.08 of the Plymouth Municipal Code or other City purchasing requirements of the City.
(Ord. 2008-02 § 1)

7.2



CITY COUNCIL AGENDA ITEM NO. 7.2

01/25/2024

SUBJECT: Changes for residential and commercial water and sewer noticing requirements.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

REVIEW AND DISCUSS CHANGES FOR RESIDENTIAL AND COMMERCIAL WATER AND SEWER NOTICING REQUIREMENTS.

BACKGROUND

Currently City staff sends out multiple reminders per month reminding residential and commercial customers who are delinquent to pay their bills. Currently the Finance Department has the noticing schedule as shown in Attachment 1. As you see the City currently spends an exorbitant amount of time pulling the data together, printing, folding, stuffing, stamping the envelopes and mailing the notices. This also is a cost of materials and staff time of which there are many tasks that staff could otherwise be doing.

Generally, there are requirements under SB 998 for noticing which are at least seven (7) days prior to possible termination of service. I would recommend that the City also include the 48 hour notice on the doors. Any changes that we make would require an ordinance and policy changes to our current SB 998 policy that would be brought back to a future meeting.

Staff is looking for a discussion on potentially changing the amount of reminders that we send to our delinquent customers, saving on materials and staff time.

FISCAL IMPACT

Depending on the changes, there could be cost savings.



CITY COUNCIL AGENDA ITEM NO. 7.2

01/25/2024

RECOMMENDATION

Provide Direction as Requested

ATTACHMENT(S)

1. Current noticing schedule
2. SB 998
3. Current Policy

Notices, Meter Read and Billing Dates

Jan 16, 2024 - Feb 15, 2024

| | | |
|-----------------------------|---------------------|--|
| Reminder (R) | Mail out | Jan 22, 2024 |
| 15 Day Notice (C) | Mail out | Jan 22, 2024 |
| 10 Day Notice (R) | Post on Door | Jan 26, 2024 |
| Final Notice (R) | Post on Door | Feb 2, 2024 |
| 48 Hour Notice (C) | Mail out | Feb 2, 2024 |
| 24 Hour Notice (C) | Post on Door | Feb 6, 2024 |
| Shut Off (R & C) | Post on Door | Feb 7, 2024 after noon |
| | | |
| Meter Reads | Public Works | Feb 14th & 15th, 2024 |
| Re read meter | Public Works | Feb 15th & 16th, 2024 |
| | | |
| Billing | Finance | Feb 16th & 20th, 2024 |

(R) = Residential (C) = Commercial

Mail out = Finance

Post on Door = Public Works



SB-998 Discontinuation of residential water service: urban and community water systems. (2017-2018)

SHARE THIS:



Date Published: 09/28/2018 09:00 PM

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission,

to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. Discontinuation of Residential Water Service

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

- (a) "Board" means the State Water Resources Control Board.
- (b) "Public water system" has the same meaning as defined in Section 116275.
- (c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.
- (d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.
- (e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

- (1) A plan for deferred or reduced payments.
- (2) Alternative payment schedules.
- (3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585 and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

(i) The customer's name and address.

(ii) The amount of the delinquency.

(iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

(iv) A description of the process to apply for an extension of time to pay the delinquent charges.

(v) A description of the procedure to petition for bill review and appeal.

(vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is

a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.



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|--|-------------------------------|---------------|
| RESIDENTIAL WATER SERVICES DISCONTINUATION POLICY | | CC-058 |
| CITY POLICY | Effective Date: 03/26/2020 | Revised Date: |

PURPOSE

This policy enumerates the City of Plymouth's administrative actions for the collection of residential delinquent accounts, including notifications, charges, and discontinuation of water service. This policy will be made available to the public on the City's website.

As an urban or community water system that supplies water to more than 200 service connections, the City is governed by Senate Bill No. 998 Chapter 891, Water Shutoff Protection Act.

1) General

- a) This Policy applies only to disconnection of residential water service for nonpayment. The City's existing ordinances, resolutions, policies, and procedures shall continue to apply to non-residential water service accounts and to disconnection of residential water service for other reasons, including the termination of a service connection by the City due to a customer violation of any other ordinance, rule, regulation, or policy of the City. In the event of any conflict between this Policy and any other ordinance, rule, regulation, or policy of the City, this Policy shall prevail. In the event of any conflict between this Policy and state law, state law shall prevail.
- b) **Customer Responsibility:** Under applicable City ordinances, resolutions, policies, and procedures, bills for water service are rendered to each customer on a monthly basis. And are due and payable on the first day of the month following the close of the billing period. And shall be delinquent if not paid within fifteen days from that date. Upon delinquency, a penalty of ten (10) percent of the balance due for that billing period shall be charged. It is the customer's responsibility to ensure that payments are received at the City's office in a timely manner. Payment may be made to the City's office, online, by phone or to the address for remittance of mailed payments.
- c) **Availability of Policy:** The City shall provide this Policy and all written notices given under this Policy in English, Spanish and in any other language spoken by at least 10 percent of the people residing in the City's service area or required by Civil Code section 1632. This Policy shall be posted and maintained on the City's internet website.
- d) **Contact Telephone Number:** The City can be reached at (209) 245-6941 Ext 253 for assistance concerning the payment of water bills and to discuss options for stopping disconnection of residential service for nonpayment.

2) Disconnection of Residential Water Service for Nonpayment.

- a) **60-day Delinquency Period:** The City shall not disconnect residential water service for nonpayment of a service bill until a customer's payment has been delinquent for 60 days.
- b) **Reminder Notice:** An account that remains unpaid after the 15th of the month of water and/or sewer billing is considered delinquent. A penalty of ten (10) percent of the balance due for that billing period shall be charged. A reminder notice will be sent to the customer explaining the delinquent amount and providing the original due date will be sent out five (5) business days after delinquency.
- c) **10-Day Notice:** Not less than 10 days before disconnection of residential service for nonpayment, the City shall contact the customer named on the account by written notice. If mailing address is different from property address, the notice will be placed in a conspicuous location at the property.
 - 1) The notice will include:
 - I. Customer's name and mailing address
 - i. "Occupant" will take place of customer's name and mailing address if placed at the property
 - II. Amount of the delinquency
 - III. Date by which payment or arrangement for payment is required in order to avoid disconnection of residential water service
 - IV. A description of the process to apply for an extension of time to pay the delinquent charges
 - V. A description of the procedure to petition for bill review and appeal
 - VI. A description of the procedure by which the customer may request a deferred, reduced or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with this Policy.
 - VII. The City's telephone number, business & mailing address, website and hours of operation of the City.
 - 2) If mailing of the written notice is returned through the mail as undeliverable, the City shall place in a conspicuous place a notice of imminent disconnection of residential service for nonpayment.
- d) **5-Day Notice (Final Notice):** The City shall make a reasonable, good faith effort to contact an adult residing at the premises by posting in a conspicuous location at the property, a notice of termination of service at least 5 days prior to termination.
 - 1) This notice will include:
 - I. "Occupant" will take place of customer's name
 - II. Amount of the delinquency
 - III. Date by which payment or arrangement for payment is required in order to avoid disconnection of residential water service

IV. The City's telephone number, business & mailing address, website and hours of operation of the City.

- e) **Service Restoration information:** Upon disconnection, the City shall provide the customer with information on how to restore residential service. Which will require payment of the full balance on account and reconnection fee of up to \$50 during regular business hours.

3) **Restrictions on Disconnection of Water Service:**

- a) The City shall not disconnect residential water service for nonpayment of a service bill until a customer's account has been delinquent for 60 days
- b) The City shall not disconnect residential service in any of the following situations:
 - I. During the time that the City is investigating a customer dispute or complaint under Section 8 of this Policy
 - II. When a customer has been granted an extension of the period for payment of a bill
- c) The City shall not disconnect residential service if **ALL** of the following conditions are met:
 - I. The customer, or a tenant of the customer, submits to the City the certification of a primary care provider, as defined in section 14088(b)(1)(A) of the Welfare and Institutions Code, that disconnection of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the property where residential service is provided.
 - II. The customer demonstrates that he or she is financially unable to pay for residential service within the City of Plymouth's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the City of Plymouth's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 - III. The customer is willing to enter into an alternative payment arrangement, consistent with the provisions of Section 4 of this Policy.
- d) The City is prohibited from terminating water service to any customer or tenant of a customer on any Saturday, Sunday, legal holiday, or outside of its normal operating hours
- e) Residential Customers who are 65 years of age or older, or who are dependent adults as defined in Welfare and Institutions Code section

15610.23 shall be notified that they may request the City notify a designated third person when the Customer's account is past due and subject to termination.

4) Alternative Payment Arrangements

- a) Options: Upon request, the City will consider the following options with a delinquent customer to avert discontinuation of residential service for nonpayment:
 - I. Amortization of the unpaid balance
 - II. Participation in an alternative payment schedule
 - III. A partial or full reduction of the unpaid balance, financed without additional charges to other ratepayers Temporary deferral of payment

(Collectively "Payment Arrangements.")

- b) City Administration: The City's Manager, or his or her designee, may choose which of the Payment Arrangements described in Section 4(a), option. Ordinarily, the Payment Arrangement offered should result in payment of any remaining outstanding balance within 12 months. The City may charge an administrative fee for the cost of administering Payment Arrangements under the provision. The City Manager, or his or her designee, is authorized to prepare and approve a Payment Arrangement Agreement with a customer consistent with this Section 4.
- c) Customer Obligations: If the City and customer enter into a Payment Arrangement under this Section 4, the customer shall comply with the agreement or other arrangement and remain current on any new water service charges as they are billed in reduction of any unpaid charges on subsequent bills while paying delinquent charges under an alternative payment arrangement. Commencing on the date the first payment arrangement is entered into, customers who fail to comply with any agreed payment arrangement will not be eligible to establish future payment arrangements for a period of 24 months, except as otherwise prohibited by law.

5) Disconnection After Failure to Comply with Alternative Payment Arrangements

- a) If the City and customer enter into any Payment Arrangement under Section 4, the City may disconnect service no sooner than five business days after the City posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
 - I. The customer fails to comply with the Alternative Payment Arrangements

- II. Temporary deferral of payment
- b) The notice of termination under this Section 5 shall include all of the following information:
 - I. The customer's name and address
 - II. Notice of the customer's noncompliance with the Payment Arrangement
 - III. The Payment Arrangement or other conditions the customer must satisfy in order to avoid termination
 - IV. The City's telephone number, business & mailing address, website and hours of operation of the City.

6) Disconnection in Master Meter Landlord-Tenant Situations

- a) Applicability: This section applies to City service through an individual meter to a detached single-family dwelling, a multi-unit residential structure, mobile home park, or permanent residential structure in a labor camp, only if the owner, manager or operator is the customer of record, and there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the building.
- b) Notice: The City shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. This notice shall further inform the residential occupants that they have the right to become City customers, to whom the service will then be billed, without being required to pay any amount which may then be due on the delinquent account.
- c) Service to Occupants: The City is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of City water service and meets the requirements of law and the City ordinances, rules, regulations, and policies. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means legally available to the City of selectively terminating service to those residential occupants who have not met the requirements of the City's ordinances, rules, regulations, and policies, the City shall make service available to those residential occupants who have met those requirements. Lease or rental agreement required.
- d) Proof of Credit: If prior service for a period of time is a condition for establishing credit with the City, residence and proof of prompt payment of rent or other credit obligation acceptable to the City for that period of time is a satisfactory equivalent.
- e) Detached Single-Family Dwellings: In the case of a detached single-family dwelling, the City may do any of the following:

- I. Give notice of termination at least seven days prior to the proposed termination
- II. In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Waived amount may be applied to Tax Roll.

7) Procedure to Contest or Appeal a Bill

A customer may appeal or contest the amount set forth in any bill for residential water service pursuant to the following procedure:

- a) General Appeal: Within five days of receipt of the bill for water service, a customer has a right to request an appeal or review of any bill or charge rendered by the City. The request must be made in writing and be delivered to the City office. For so long as the customer's appeal and any resulting investigation is pending, the City cannot disconnect water service to the customer
- b) 10-Day Notice Appeal: In addition to the appeal rights under subsection (a) above, a customer who receives a 10-Day Notice described in Section 2(c) of this Policy may request an appeal or review of the bill to which the notice relates within five business days of the date of notice. However, no such appeal or review rights shall apply to any bill for which an appeal or request for review under subsection (a) above, has been made. Any appeal or request for review under this subsection must be in writing and request for an appeal must be delivered to the City's office within five-day period. For so long as the customer's appeal and any resulting investigation is pending, the City cannot disconnect water service to the customer.

c) Appeal Process:

- I. Following receipt of a request for an appeal or review under subsections (a) or (b), above, the City's Manager, or his or her designee shall evaluate the request for review and supporting material provided by the customer the information on file with the City concerning the water charges in question. Within 10 days after receipt of the customer's request for review, The City's Manager, or his or her designee shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing customer with a brief written summary of the decision.
- II. If water charges are determined to be incorrect, the City will provide a corrected invoice and payment of the revised charges will be due within 10 calendar days of the invoice date for revised charges. If the revised charges remain unpaid for more than 60 calendar days after the corrected invoice is provided, water service will be disconnected.

Prior to disconnection, the City shall provide the customer with the 10-Day Notice in accordance with Section 2(c), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, interest, and any applicable reconnection charges.

- III. If the water charges in question are determined to be correct, the water charges are due and payable within 3 business days after receipt of The City's Manager's, or his or her designee's decision. At the time the decision is rendered, the customer will be advised of the right to further appeal to the City Clerk within 30 days of the date the account becomes delinquent, or within 10 days after the receipt of the denial from The City's Manager, or his or her designee, whichever is later. The City's Manager, or his or her designee will issue a written determination within 15 days. Any such appeal must be filed in writing within 10 business days after receipt of The City's Manager, or his or her designee decision. The appeal hearing will occur before an impartial hearing officer, as selected by the City Manager, within a reasonable time.
- IV. If the customer does not timely appeal, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within 60 calendar days after the original billing date, then the City shall provide customer with the 10-Day Notice in accordance with Section 2(c), above, and may disconnect water service to the customer's property if the outstanding bill is not timely paid.
- V. When a hearing is requested, the customer will be required to personally appear before the hearing officer if physically able, and present supporting material and reasons as to why the water charges on the bill in question are not accurate. The hearing officer shall evaluate the evidence presented by the customer, as well as the information on file with the City concerning the water charges in question (including the City's Manager, or his or her designee decision) and any staff presentation, and render a decision as to the accuracy of the charges. The decision shall be final and binding.
- VI. If the Hearing Officer finds that the water service charges in question are incorrect, the customer will be invoiced for the revised charges. If the revised charges remain unpaid for more than 60 calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of the period. The City shall provide the customer with the 10-Day Notice in accordance with Section 2(c), above, and may disconnect water

service to the customer's property if the outstanding bill is not timely paid

- d) Any overcharges due from the City will be reflected as a credit on the next regular bill to the customer.
- e) Water service to any customer shall not be disconnected at any time during which the customer's appeal to the City's Manager, or his or her designee or Hearing Officer is pending.

Previously Policy # 2020-01

7.3



CITY COUNCIL AGENDA ITEM NO. 7.3

01/25/2024

SUBJECT: Application for a TOT Grant.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

DISCUSS AND DETERMINE IF THE COUNCIL WISHES TO GRANT THE REQUEST OF \$10,000 IN TOT MONIES, IN WHOLE OR IN PART, FOR THE FOUR FIRES FOOD AND WINE FESTIVAL EVENT

BACKGROUND

Four Fires Food & Wine Festival have applied for a TOT Grant in the amount of \$10,000. This year's event is scheduled to be held on May 4th at the Amador Fairgrounds. The Council has sponsored this event with grants in the past. This event typically brings over 2,000 participants to the area who use lodging, and dining in Plymouth.

FISCAL IMPACT

This will have a fiscal impact in the amount of any award given to the applicant.

RECOMMENDATION

Discuss and determine the amount, if any, the Council would like to award to the Four Fires Food & Wine Festival.

ATTACHMENT(S)

1. Application



TOT GRANT APPLICATION

FOR OFFICIAL USE ONLY: TIME/DATE STAMP

Date: _____

NAME OF ACTIVITY: _____

APPLICANTS CONTACT INFORMATION:

SECONDARY CONTACT PERSON:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

CELL NUMBER: _____

CELL NUMBER: _____

EMAIL: _____

EMAIL: _____

AMOUNT BEING REQUESTED: \$ _____

BRIEF DESCRIPTION OF ACTIVITY: (ATTACH SUPPORTING DOCUMENTS AND ADDITIONAL PAGES IF MORE SPACE IS NEEDED)

STATEMENT OF PURPOSE: _____

EVENTS ESTIMATED BUDGET: \$ _____ ESTIMATED ATTENDANCE: _____

HAVE YOU BEEN AWARDED TOT GRANT FUNDS IN THE LAST 3 YEARS? YES _____ NO _____

IF YES, PLEASE ATTACH A LIST OF THOSE EVENTS.

