AGENDA CITY OF PLYMOUTH

City Council

REGULAR MEETING

THURSDAY, NOVEMBER 13, 2025

Council Chambers 9426 Main Street, Plymouth, California



Wendy Cranford, Mayor

Don Nunn, Vice Mayor Wendy Bottomley, Council Member Holger Hornisch, Council Member Deborah Dill, Council Member

<u>PLEASE NOTE:</u> 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 City Clerk prior to being called upon by the Mayor to provide public comment.**



CITY OF PLYMOUTH CITY COUNCIL REGULAR MEETING AGENDA AMENDED Thursday November 13, 2025 6:30 PM

City Council Chambers - 9426 Main Street - Plymouth, CA

In-person participation by the public is permitted. Alternatively, remote/electronic public participation is available in one of the following ways:

City of Plymouth is inviting you to a scheduled Zoom meeting.

Topic: City of Plymouth Regular City Council Meeting

Time: Nov 13, 2025 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/98425265098?pwd=EpKpw0PXzsaJGtnaiewYKCKB0Tz1Qu.1

Meeting ID: 984 2526 5098 Passcode: 559328 One tap mobile: +16694449171,,98425265098#,,,,*559328# US +16699006833,,98425265098#,,,,*559328# US (San Jose)

Members of the public not attending in-person may submit written comments prior to the meeting by emailing comments to the 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.

Wendy Cranford, Mayor

Don Nunn, Vice Mayor Holger Hornisch, Council Member Wendy Bottomley, Council Member Deborah Dill, 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.

- CALL TO ORDER/ROLL CALL:
 - Roll Call
 - Pledge of Allegiance
- 2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF NOVEMBER 13, 2025
- 3. REGULAR MEETING PUBLIC COMMENT

Under provisions of the Government 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 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 agendized items, speakers will be called by the Mayor at the point on the agenda when the item will be heard. 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:
 - 4.1 PROCLAMATION DECLARING NOVEMBER AS NATIONAL INDIAN HERITAGE MONTH

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 OCTOBER 23, 2025
- 5.3 WARRANT REGISTER OCTOBER
- 6. PUBLIC HEARINGS: NONE
- 7. REGULAR AGENDA ITEMS:
 - 7.1 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BELFOR PROPERTY RESTORATION FOR RESTORATION AND INVENTORY OF CONTAMINATED CITY RECORDS
 - 7.2 DISCUSSION AND POSSIBLE ACTION TO APPROVE TOT GRANT REQUEST FOR THE CHALLENGE OF CHAMPIONS RODEO FOR UP TO \$15,000.
 - 7.3 DISCUSSION AND POSSIBLE ACTION TO DELEGATE
 AUTHORITY TO THE INTERIM CITY MANAGER TO EXECUTE
 CONTRACTS ALLOWING SEPTAGE DISPOSAL AT THE CITY OF
 PLYMOUTH WASTEWATER TREATMENT PLANT.
- 8. CITY MANAGER'S REPORT
- 9. MAYOR & COUNCIL MEMBERS' REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS
- 10. CLOSED SESSION:
 - 10.1 CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6) UNREPRESENTED EMPLOYEE: CITY MANAGER
 - 10.2 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION PURSUANT TO GOV. CODE § 54956.9 SIGNIFICANT EXPOSURE TO LITIGATION 1 CASE
- 11. ADJOURNMENT

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

Applicants, parties, and their agents who have made campaign contributions totaling more than \$500 (aggregated) to a Council Member over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Council Member(s). The disclosure may be made either in writing to the City Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.

The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.

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 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 City Clerk's Office at (209) 245-6941 prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Victoria McHenry, City Clerk for the City of Plymouth, declare that the foregoing agenda for November 13, 2025, Regular Meeting of the Plymouth City Council was posted and available for review on November 10, 2025, 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 City Clerk

3 PUBLIC COMMENT

PRESENTATIONS PROCLAMATIONS APPOINTMENTS



PROCLAMATION DECLARING NOVEMBER AS NATIONAL AMERICAN INDIAN HERITAGE MONTH

WHEREAS, November is nationally recognized as National American Indian Heritage Month and the City of Plymouth would like to recognize how our history and culture of our great nation has been significantly influenced by Native Americans and indigenous peoples; and

WHEREAS, both law and proclamation recognized the American Indians as the first inhabitants of the lands that now constitute the United States as well as making mention of their contributions to American society; and

WHEREAS, in 1990, Congress passed Public Law 101-343, which authorized and requested the President to issue a proclamation designating the month of November 1990 as "National American Indian Heritage" Month. Congress chose the month of November to recognize the American Indians as this month concluded the traditional harvest season and was generally a time of thanksgiving and celebration for the American Indians; and

WHEREAS, Native Americans have influenced every aspect of the America's development. As we celebrate their heritage, we extend our gratitude for their bravery and service in defending our Nation for more than 200 years.

WHEREAS, we recognize the lone Bank of Miwok Indians, comprised of Northern Sierra Miwok and Nisenan peoples who for thousands of years, have lived on the lands that today make up Amador County and the surrounding area.

THEREFORE, BE IT RESOLVED that the City Council of Plymouth, CA hereby proclaims the month of November as National American Indian Heritage Month.

IN WITNESS WHEREOF, this proclamation is duly adopted on November 13, 2025

Wendy	Cranford,	Mayor

5.1 CORRESPONDENCE



Victoria McHenry

City of Plymouth

From:

PG&E R2 Long Term ITP and MSAA Project < PGER2OMCEQA@aspeneg.com>

Sent:

Tuesday, November 4, 2025 10:17 AM

To:

R2CEQA@wildlife.ca.gov

Subject:

PG&E Long-Term North Central Region ITP and MSAA - Notice of Preparation of an EIR

(SCH #2025-10-1571)

Attachments:

PGE R2 ITP NOP.pdf

Public Notice of Preparation of an Environmental Impact Report and Public Scoping Meeting

Dear Interested Parties,

As required by the California Environmental Quality Act, the California Department of Fish and Wildlife (CDFW) Region 2 is providing public notice of the preparation of an Environmental Impact Report (SCH# 2025101571) for Pacific Gas and Electric Company's (PG&E's) Long-Term North Central Region Incidental Take Permit (ITP) and Master Streambed Alteration Agreement (MSAA) for operations and maintenance activities.

Project Location: The following counties or portions of these counties as noted in parentheses are included in CDFW's North Central Region: Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sacramento (east of Interstate (I)-5), Sierra, Sutter, Yolo (north of I-80), and Yuba counties. The CDFW's North Central Region boundary is split with the Bay Delta Region, in Sacramento and Yolo County. The boundary follows I-5 starting at Stanislaus County/I-5 junction to the Legal Delta boundary north of I-80. Only portions of the following counties are included because the Permit Area aligns with PG&E's Multiple Region O&M Habitat Conservation Plan boundary: Plumas, Sierra, Nevada, Placer, and El Dorado.

Description of Project: The Proposed Project involves PG&E's Operation & Maintenance activities within CDFW Region 2, which encompasses approximately 35,000 miles of combined natural gas and electric facilities. The gas transmission system consists of gas distribution pipelines and ROWs extending from 5 feet to 150 feet wide. The electric transmission system consists of transmission lines supported by lattice towers or poles, substations, and ROWs that vary in width. The proposed Covered O&M Activities include specific outlined O&M activities for both natural gas and electric facilities. The purpose of the Notice of Preparation (NOP) is to inform recipients that CDFW is beginning the preparation of the Draft Environmental Impact Report and to solicit comments concerning the scope and content of the environmental review. See full NOP for more details (attached).

Document Availability: The NOP and Initial Study (IS) can be accessed online at: https://wildlife.ca.gov/Notices/CEQA/pge-long-term-itp-msaa-nop, or at https://ceqanet.lci.ca.gov/2025101571

Scoping Meeting: A virtual public scoping meeting will be held on November 17, 2025, at 1:00 p.m.

Https://us02web.zoom.us/j/83305758247

Scoping Period: The review period for the NOP and IS starts on October 31, 2025, and ends on November 30, 2025 at 5:00 pm.

Please send any comments to:

California Department of Fish and Wildlife North Central Region Attention: CEQA Program – PG&E O&M – NOP Scoping Comments 1701 Nimbus Road, Suite A Rancho Cordova, CA 95670

OR via email: mailto: R2CEQA@wildlife.ca.gov (subject line: "PG&E O&M - NOP Scoping Comments").

Thank you for your interest in the project.

Notice of Preparation and Public Scoping Meeting for a Draft Environmental Impact Report

Date: October 28, 2025

To: Responsible/Trustee Agencies and Interested Parties

From: California Department of Fish and Wildlife (CDFW)

Subject: Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) for

Pacific Gas and Electric Company's (PG&E's) Long-Term North Central Region Incidental Take Permit (ITP) and Master Streambed Alteration Agreement (MSAA) Project (Proposed Project) and Notice of Public Scoping Meeting

NOP Public Review Period: October 31, 2025 - November 30, 2025

Public Scoping Meeting (Online Webinar Format)

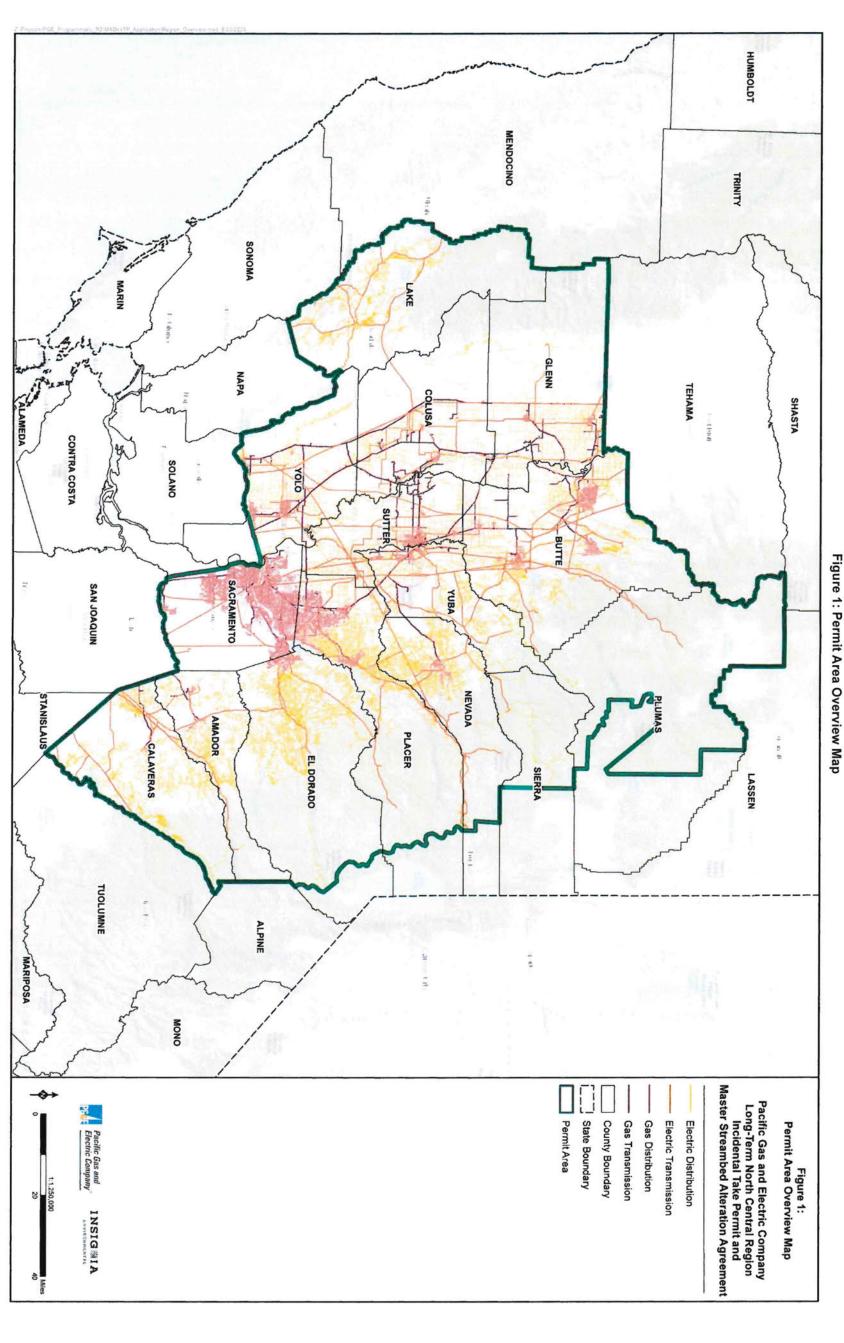
Date: November 17, 2025 Time: 1:00 pm - 2:00 pm

Scoping Meeting Link: https://us02web.zoom.us/j/83305758247

A. Introduction

In accordance with Section 15168 of the California Environmental Quality Act (CEQA) Guidelines, the CDFW, as the CEQA lead agency, will prepare an EIR for the issuance of an ITP and MSAA for the continued operations and maintenance (O&M) of specific covered activities (Covered O&M Activities) for PG&E's natural gas and electric facilities in CDFW's North Central Region of California, excluding San Joaquin County. The Covered O&M Activities will occur in the following counties or portions of these counties as noted in parentheses: Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sacramento (east of Interstate (I)-5), Sierra, Sutter, Yolo (north of I-80), and Yuba. The CDFW's North Central Region boundary is split with the Bay Delta Region in Sacramento and Yolo counties. The boundary follows I-5 starting at the Stanislaus County/I-5 junction to the Legal Delta boundary north of I-80. The MSAA portion of the Proposed Project is related to development of a long-term agreement with PG&E to ensure compliance with Title 20, Section 1602 of the California Code of Regulations (CCR) for those jurisdictional areas within CDFW's North Central Region where PG&E performs certain O&M activities. The Proposed Project applicant, PG&E, has filed an application with the CDFW for an ITP under California Fish & Game Code § 2081 (b); CCR, Title 14, §§ 783.2-783.8 to authorize potential take of giant garter snake (*Thamnophis gigas*), California tiger salamander (Ambystoma californiense) Central California Distinct Population Segment (DPS), foothill yellow-legged frog (Rana boylii) Feather River DPS, foothill yellowlegged frog North Sierra DPS, and foothill yellow-legged frog South Sierra DPS. PG&E is not seeking take coverage in San Joaquin County under this ITP because take coverage for giant garter snake and other covered species is already provided for San Joaquin County under a separate ITP

¹ Only portions of the following counties are included because the Permit Area aligns with PG&E's Multiple Region O&M Habitat Conservation Plan boundary: Plumas, Sierra, Nevada, Placer, and El Dorado.



(No. 2081-2008-001-00). The CDFW is serving as the lead agency in preparing an EIR and meeting obligations required under its certified regulatory program in compliance with CEQA for the issuance of the ITP and MSAA.

As required by CEQA, this NOP is being sent to the California Governor's Office of Land Use and Climate Innovation, responsible and trustee agencies, members of the public, and interested parties who submitted a request for such notices. The purpose of the NOP is to inform recipients that the CDFW is beginning preparation of a Draft EIR for the Proposed Project and to solicit comments concerning the scope and content of the environmental information, including information relevant to an agency's statutory responsibilities in connection with the Proposed Project. Information that would be most useful at this time includes descriptions of the significant environmental issues, reasonable alternatives, and mitigation measures recommended to be explored further in the Draft EIR.

This NOP includes background information on the Proposed Project and the area under consideration for the ITP and MSAA (the Permit Area) (Section B), a description of the Proposed Project (Section C), a summary of potential project impacts (Section D), day and time of the virtual public scoping meeting (Section E), information on how to provide comments to the CDFW (Section F), and where documents are available for public review (Section G).

In accordance with CEQA Guidelines Section 15082(b), there will be a 30-day comment period for this NOP beginning on **October 31, 2025** and ending on **November 30, 2025**. The CDFW welcomes agency and public input during the public review period. In the event that no response or well-justified request for additional time is received from any responsible, federal, or trustee agency by the end of the review period, the CDFW may presume that such agencies have no comments.

B. Background and Project Location

B.1 Background

PG&E operates a comprehensive network of approximately 10,500 miles of gas transmission and distribution pipelines, 24,800 miles of electric transmission and distribution lines, and 175 substations within CDFW's North Central Region, encompassing Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sacramento (east of I-5), San Joaquin, Sierra, Sutter, Yolo (north of I-80), and Yuba counties or portions of the counties. This network was primarily established between the 1950s and 1970s, well before the establishment of the California Endangered Species Act (CESA) and the Federal Endangered Species Act, which were enacted in 1970 and 1973, respectively, and continues to evolve and expand as needed to meet customer needs.

In addition to other relevant laws and regulations, operations and maintenance of the gas and electric system are regulated by the California Public Utilities Commission (CPUC). Maintenance and repair of the natural gas system is required by the CPUC General Order 112-F, which incurporates the United States (U.S.) Department of Transportation regulations provided by Title 49, Part 192 (Transportation of Natural and Other Gas by Pipeline) of the Code of Federal Regulations. Maintenance of the electric system is required by CPUC General Order 95, which formulates requirements for overhead electric line maintenance and operation, as well as General Order 167-B, which enforces standards for the maintenance and operation of electric generating facilities.

In 2020, PG&E finalized the Multiple Region O&M Habitat Conservation Plan (MRHCP) and obtained federal take coverage for 36 species throughout the Central Coast, North Coast, and Sacramento Valley and Foothills regions, encompassing 34 counties. This list of 36 species includes giant garter snake, California tiger salamander Central California DPS, foothill yellow-legged frog Feather River DPS, and foothill yellow-legged frog North Sierra DPS, all of which are listed as threatened under CESA. The MRHCP also covers the foothill yellow-legged frog South Sierra DPS, which is listed as endangered under CESA. PG&E proposes to complement its MRHCP by pursuing a long-term ITP from the CDFW for its Covered O&M Activities in CDFW's North Central Region. A long-term ITP and MSAA would provide an enhanced conservation strategy, ensure compliance with CESA, and reduce the administrative burden involved in processing project-by-project state ITPs and Lake and Streambed Alteration Agreements.

The ITP application was submitted to the CDFW on June 26, 2024 and was subsequently deemed complete on July 26, 2024. The long-term ITP application includes proposed authorization of incidental take of three threatened species—giant garter snake, California tiger salamander, and the Feather River and North Sierra DPSs of foothill yellow-frog—as well as one endangered species—foothill yellow-legged frog South Sierra DPS—during routine Covered O&M Activities in the Permit Area. Issuance of the ITP is the discretionary action that has triggered the preparation of an EIR in accordance with CEQA. The ITP, if issued, would authorize Proposed Project-related incidental take of giant garter snake, California tiger salamander, and three foothill yellow-legged frog DPSs (i.e., the Feather River, North Sierra, and South Sierra DPSs) subject to certain conditions under the CESA.

PG&E intends to develop an MSAA in partnership with the CDFW for certain Covered O&M Activities that may occur within the bed, bank, or channel of rivers, streams, or lakes to ensure compliance with the CDFW's Lake and Streambed Alteration Program (the "LSA Program") and California Fish and Game Code Section 1602.

B.2 Permit Area

The Permit Area encompasses PG&E's natural gas and electric facilities in CDFW's North Central Region of California as depicted in Figure 1: Permit Area Overview Map. The Covered O&M Activities in CDFW's North Central Region would occur in the following 15 counties: Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sacramento (east of I-5), Sierra, Sutter, Yolo (north of I-80), and Yuba counties, totaling approximately 10,162,133 acres (7,420,043 acres of which are in natural vegetation). All of the Covered O&M Activities would occur within the following types of areas, all of which will be analyzed in the EIR:

- PG&E gas and electrical transmission and distribution rights-of-way (ROWs) and lands where PG&E has other relevant land rights;
- the lands owned by PG&E in fee;
- access routes associated with PG&E's routine maintenance;
- a buffer around the ROW; and
- mitigation areas acquired to compensate for impacts resulting from the Covered O&M Activities.

C. Project Description

The Proposed Project involves O&M activities within CDFW's North Central Region, which encompasses approximately 35,000 miles of combined natural gas and electric facilities. The gas transmission system consists of gas distribution pipelines and ROWs extending from 5 feet to 150 feet wide. The electric transmission system consists of transmission lines supported by lattice towers or poles, substations, and ROWs that vary in width, according to the system voltage, terrain, the number of lines per ROW and other factors. The proposed Covered O&M Activities include specific outlined O&M activities for both natural gas and electric facilities, as follows:

- Maintenance tasks associated with Covered O&M Activities for both natural gas and electric facility O&M: Activities include those related to Proposed Project road access; staging large vehicles, equipment, or materials; clearing vegetation and/or obstacles to safely conduct maintenance or construction; grading to create flat working surfaces for large Covered O&M Activities; erosion control to observe best management practices; trenching and excavating; crossing; cleanup and restoration; incidental vegetation removal necessary to complete Covered O&M Activities; and emergency work.
- Natural Gas Covered O&M Activities: Activities include repair, replacement and maintenance, protective measures, and upgrades to pipelines and associated facilities.
- Electric System Covered O&M Activities: Activities include replacement, repair, and maintenance of electric towers and poles, access boardwalks, and equipment; line reconductoring; and upgrades or expansions to facilities.
- Other Covered O&M Activities: Activities include those associated with biological monitoring, surveying, and handling, and management of land purchased or conserved for mitigation.

In general, routine Covered O&M Activities would result in temporary disturbance in areas already previously disturbed, such as along existing ROWs and existing access roads. The majority of the Covered O&M Activities in the Permit Area would result in temporary and short-term impacts to expose the natural gas and/or electric facilities for inspection or repair, or to access a given facility. The Covered O&M Activities proposed would not result in large new permanent disturbance areas.

O&M activities have been conducted for the pipeline and electric systems for decades and PG&E expects the same Covered O&M Activities would continue at a similar frequency. Therefore, the type, number, and frequency of ongoing Covered O&M Activities would continue to be a part of the baseline conditions in the Permit Area. The amount of ground disturbance would vary each year depending on the type and number of Covered O&M Activities scheduled. Table 1: Estimated Impacts from Covered O&M Activities details the estimated loss and take for each species.

PG&E would perform all Covered O&M Activities in accordance with federal, state, and local environmental, safety, and construction regulations and standards. Where applicable, PG&E would also conduct the work in accordance with landowner agreements. Typical Covered O&M Activities, as well as the typical area of disturbance, duration, and frequency of activities in the Permit Area are presented in Table 2: Summary of Covered O&M Activities.

Table 1: Estimated Impacts from Covered O&M Activities

		Estim	ated Acres	Estimated Acres of Habitat Impacts	acts		ladicid:	Maximum
Species	Temporary Loss per Year	Permanent Loss per Year	Total Loss per Year*	Temporary Loss Over 30 Years	Permanent Loss Over 30 Years	Total Loss Over 30 Years*	Take² per Year	Individual Take Over 30 Years
California tiger salamander (central California DPS) breeding habitat	0.98	0.20	1.18	29.13	5.91	35.04	à	540
California tiger salamander (central California DPS) upland habitat	38.19	8.29	46.48	1,145.71	248.81	1,394.51	ō	Ç
Giant garter snake aquatic habitat	З	0.43	3.43	90.00	12.75	102.75		
Giant garter snake upland habitat	10	1.27	11.27	300.00	38.01	338.01	1	300 ——
Giant garter snake potential aquatic habitat (ricelands)	10	1.68	11.68	300.00	50.48	350.48		
Foothill yellow-legged frog (Feather River DPS, North Sierra DPS, and South Sierra DPS) breeding habitat	0.33	0.06	0.39	9.88	1.69	11.57)))
Foothill yellow-legged frog (Feather River DPS, North Sierra DPS, and South Sierra DPS) dispersal habitat	3.96	0.67	4.63	118.76	20.23	138.99	ā	
Total Habitat Loss*	66.46	12.6	76.06	1993.48	377.88	2371.36	ŧ	
*Due to rounding totals may not sum								

*Due to rounding, totals may not sum.

October 2025

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² "Take" is defined as direct mortality.

Table 2: Summary of Covered O&M Activities

	Typical		Estimated Permanent Impacts	nanent Impacts	Estimated Temporary Impacts	porary Impacts
Covered Activity	Annual Frequency ³	Typical Activity Dimensions (feet)	Impacts per Activity ⁴ (acres)	Annual Impacts (acres)	Impacts per Activity (acres)	Annual Impacts (acres)
Gas						
G3a. Remedial Maintenance – Fencing	4	50 by 50	0.06	0.24	0.06	0.24
G3a. Remedial Maintenance – ERCON Mats	1	50 by 50	0.15	0.15	0.5	0.5
G3b. Internal Pipeline Inspection	19	Depends on the length and location of pipeline		1	0.06	1.14
G4. Compressor Station Upgrades and Maintenance	>	20-foot-wide	ı	I	0.28	0.28
G6. Valve Maintenance	ယ	No additional activity dimensions if conducted as part of G10 or G11	1	I	I	ı
G7. Valve Maintenance – Replacement or Automation	6	150 by 150 for worksite 50 by 50 for laydown	I	I	0.57	3.42
G8. Pipeline Cathodic Protection	32	2-foot-wide	ı	I	0.02	0.64
G9. Pipeline Lowering		20-foot-wide	l	ı	4.26	4.26
G10. Pipeline Coating Replacement		20-foot-wide	I	1	2.42	2.42

³ These numbers represent the average annual frequency; the number of activities conducted annually will vary.

⁴ These numbers represent the average area of impact; the impact area for an activity will vary. Activities with no values typically result in less than 0.001 acre of impact.

Notice of Preparation – Notice of Public Scoping Meeting
Pacific Gas and Electric Company Long-Term North Central Region Incidental Take Permit and Master Streambed Alteration Agreement

85.44	21.36	0.14	<0.01	50 by 100 for smaller pull sites 350 by 1,250 for larger pull sites	4	E9. Line Reconductoring – Transmission*
0.29	<0.01	ı	ı	7 by 10	181	E8b. Utility Wood Pole Replacement
0.29	<0.01	l	I	8 by 8	181	E8a. Pole Equipment Repair and Replacement*
2.28	0.06	l	I	25 by 100	38	E7. Facility Installations (Shoo-Flies)
<0.01	<0.01	l	1	10-foot-wide	6	E6b. Access Boardwalk Repair and Replacement*
2.98	0.02	0.15	<0.01	25 by 40	149	E6a. Tower Replacement or Repair (including attachments)*
0.19	<0.01	ı	****	22 by 22	190	E5. Outage Repair
	· · · · · · · · · · · · · · · · · · ·					Electric
36.06		10.38	1	1	I	Subtotal Gas
0.06	0.06	2.42	2.42	125 by 20		G15. Pipeline Extension
_		0.55	0.55	250 by 100 for facility footprint 100 by 100 for laydown 100 by 100 for construction corridor		G14. Gas Pressure-Limiting Station Construction (Gas Lots)
4.1	2.05	1.02	0.51	45 by 10	2	G13b. Pipeline Access Road Management
18	ယ	ნ	→	100 by 50 for new valve equipment 20-foot-wide for worksite	6 .	G11. Pipeline Replacement
Annual Impacts (acres)	Impacts per Activity (acres)	Annual Impacts (acres)	Impacts per Activity ⁴ (acres)	Typical Activity Dimensions (feet)	Typical Annual Frequency ³	Covered Activity
Estimated Temporary Impacts	Estimated Tem	nanent Impacts	Estimated Permanent I			

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Notice of Preparation – Notice of Public Scoping Meeting
Pacific Gas and Electric Company Long-Term North Central Region Incidental Take Permit and Master Streambed Alteration Agreement

			Estimated Permanent Impacts	nanent Impacts	Estimated Tem	Estimated Temporary Impacts
Covered Activity	Typical Annual Frequency ³	Typical Activity Dimensions (feet)	Impacts per Activity ⁴ (acres)	Annual Impacts (acres)	Impacts per Activity (acres)	Annual Impacts (acres)
E9. Line Reconductoring – Distribution*	91	50 by 100 for smaller pull sites 350 by 1,250 for larger pull sites	ı	I	<0.01	0.21
E10a. Veg. Mgmt.—Routine Maintenance	8	30-foot-wide	0.2	1.6	l	ı
E10b. Veg. Mgmt.—Pole Clearing	37	10-foot radius	I	I	t	l
E10c. Veg. Mgmt.—Removal Activities	10	4,350 square feet	0.1	_	ı	I
E10d. Veg. Mgmt.— Transmission Vegetation/ROW Management	4	25-foot-wide vegetation removal 75-foot-wide vegetation pruning	3.03	12.12	1.88	7.52
E10e. Cage Clearing—Electric Transmission Structures	4	1,600 square feet	I	l	0.04	0.16
E10f. Fee Strip Maintenance—Electric Transmission Line ROW	>	30-foot-wide	I	I	3.03	3.03
E12. Distribution and Transmission Line Construction, Extension or Relocation	->	Ten 10 by 10 work sites 50 by 50 pull site 75 by 75 staging area 1,000 by 10 access road	0.23	0.23	0.25	0.25
E13. Tower Line Construction	_	200-foot-wide ROW Ten 25 by 100 work sites Three 50 by 150 pull sites 100 by 100 laydown area	0.29	0.29	0.26	0.26

	1		Estimated Permanent Impacts	nanent Impacts	Estimated Temporary Impacts	porary Impacts
Covered Activity	Annual Frequency ³	Typical Activity Dimensions (feet)	Impacts per Activity ⁴ (acres)	Annual Impacts (acres)	Impacts per Activity (acres)	Annual Impacts (acres)
E14. Minor Substation Expansion		Typically 360 by 360 Up to 660 by 660	3	ယ	ŀ	l
E15. Underground Line Construction	36	50-foot-wide	0.02	0.66	12.12	432.12
Subtotal Electric	l	_	-	19.19		535.03
Other						
Management of Lands Purchased or Conserved for Mitigation	30	467 by 467	I	1	ن ن	150
Subtotal Other		an		7-		150
Total Gas, Electric, and Other	l	ı	1	29.57	1	721.09
*Due to rounding, totals may not sum	. These table valu	*Due to rounding, totals may not sum. These table values are estimates only and project impacts are generally calculated once	are generally calcula	ted once projects ar	projects are completed.	

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As previously discussed, PG&E intends to develop a MSAA in partnership with the CDFW for certain Covered O&M Activities that may occur within the bed, bank, or channel of rivers, streams, or lakes to ensure compliance with the CDFW's LSA Program and California Fish and Game Code Section 1602. PG&E is including a subset of Covered O&M Activities in the MSAA that may necessitate notification through CDFW's LSA Program when those activities have the potential to result in impacts to CDFW-jurisdictional waters.

The Covered O&M Activities proposed for inclusion in the submitted MSAA notification include:

- the gas and electric access road maintenance program;
- gas and electric temporary crossings for access;
- the vegetation management/maintenance program;
- erosion control solutions; and
- · certain gas and electric O&M activities as described herein.

The measures specified for Covered O&M Activities in the submitted MSAA notification include:

- Best Management Practices for erosion control and sedimentation associated with stormwater, for applicable Covered O&M Activities;
- relevant Field Protocols and wetland-specific Avoidance and Mitigation Measures included in PG&E's MRHCP; and
- additional avoidance and minimization measures proposed by PG&E hereafter called applicant-proposed measures (APMs) that will be identified in the EIR and will be implemented for Covered O&M Activities requiring coverage under the ITP and/or MSAA.

D. Potential Environmental Effects

Pursuant to CEQA Guidelines Section 15063(a), the CDFW has elected to proceed with the preparation of a Draft EIR. After conducting a significance determination, the following sections were deemed to have no impact and will not be included in the Draft EIR: Mineral Resources, Population and Housing, and Public Services. The impacts analysis in the EIR will be conducted in accordance with the CEQA Guidelines and will provide a response to each threshold question that can be found in Appendix G, Environmental Checklist Form. An example of the Environmental Checklist Form can be found at the following website: https://califaep.org/docs/2019-Appendix G Checklist.pdf. This link is provided to assist the public and agencies in preparing written scoping comments.

Potential issues and impacts to the existing environment to be analyzed in the Draft EIR include the following environmental topics:

- Aesthetics
- Agriculture and Forestry
- Air Quality
- Biological Resources

- Cultural Resources
- Energy
- Geology and Soils (including Paleontological Resources)
- Greenhouse Gas Emissions

Notice of Preparation - Notice of Public Scoping Meeting Pacific Gas and Electric Company Long-Term North Central Region Incidental Take Permit and Master Streambed Alteration Agreement

- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Recreation

- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire

The EIR will evaluate potential environmental effects of the Proposed Project, including PG&E's best management and standard practices, as well as APMs, during the environmental evaluation. Where needed, mitigation measures will be proposed to avoid and/or substantially lessen any significant adverse effects identified in the EIR's impact analysis.

The EIR will also address the cumulative environmental consequences of the Proposed Project in combination with other closely related past, present, and reasonably foreseeable future projects in the area. This will serve to satisfy CEQA requirements regarding regional cumulative effect concerns.

In compliance with CEQA Guidelines Section 15126.6, the EIR will describe and evaluate the comparative merits of a reasonable range of alternatives to the Proposed Project. The EIR will also identity any alternatives that were considered but rejected by the lead agency as infeasible and briefly explain the reasoning. The EIR will provide an analysis of the no project alternative and will also identify the environmentally superior alternative. The alternatives to be analyzed in the EIR will be developed during the environmental review process and will consider input received during public scoping.

E. **Public Scoping Meeting**

Rather than conducting an in-person meeting, Governor's Executive Order N-25-20 allows state agencies to hold meetings via teleconferencing while still meeting state transparency requirements. Therefore, the CDFW will conduct the public scoping meeting online through a webinar-type format. The scoping meeting will involve a presentation about the Proposed Project and the environmental review process and schedule. The purpose of the meeting is to facilitate the receipt of written comments about the scope and content of the environmental analysis to be addressed in the Draft EIR. The scoping meeting is for information gathering, is not a public hearing, and no public testimony will be taken. No decisions about the Proposed Project will be made at the public scoping meeting. The meeting date, time, and website of the Proposed Project's scoping meeting are as follows:

Date: November 17, 2025

Time: 1:00 pm - 2:00 pm

Scoping Meeting Link: https://us02web.zoom.us/j/83305758247

All interested parties are encouraged to attend the teleconference online to express their concerns about the Proposed Project and to offer suggestions regarding the Proposed Project, including alternatives.

F. Submitting Comments

At this time, the CDFW is soliciting comments on the NOP regarding your views on how the Proposed Project may affect the environment. This information will be considered when preparing the Draft EIR's discussion of environmental topics, significant effects, mitigation measures, and alternatives. Because of time limits mandated by state law, comments should be provided no later than 5:00 p.m. on November 30, 2025 (i.e., the end of the 30-day comment period).

You have several options for submitting comments: (1) online during the scoping meeting, (2) by U.S. mail, or (3) by electronic mail (email). Comments provided by email should include "PG&E O&M ITP - NOP Scoping Comments" in the subject line, and the name and physical address of the commenter should be contained in the body of the email.

Please send all comments to:

California Department of Fish and Wildlife

Attention: CEQA Program

Mailing Address: 1701 Nimbus Road, Rancho Cordova, CA 95670

OR via email: mailto: R2CEQA@wildlife.ca.gov, include "PG&E O&M - NOP Scoping

Comments" in the subject line

All comments on environmental issues received during the public comment period will be considered and addressed in the Draft EIR, which is anticipated to be available for public review in March 26, 2026.

G. Location of Documents Available for Public Review

The NOP and all public review documents for the Proposed Project will be available for review online at https://www.wildlife.ca.gov/Notices.

5.2



CITY OF PLYMOUTH CITY COUNCIL REGULAR MEETING MINUTES DRAFT

Thursday October 23, 2025 6:30 PM

City Council Chambers - 9426 Main Street - Plymouth, CA

Wendy Cranford, Mayor

Don Nunn, Vice Mayor Holger Hornisch, Council Member Wendy Bottomley, Council Member Deborah Dill, 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.

1. CALL TO ORDER/ROLL CALL: Called to order at 6:30 p.m.

COUNCIL MEMBERS' PRESENT: Wendy Cranford, Don Nunn, Deborah Dill, Holger

Hornisch

COUNCIL MEMBERS ABSENT: Wendy Bottomley

STAFF/ADVISORY PRESENT: Andreas Booher, City Attorney, Cameron

Begbie, Interim City Manager, Victoria McHenry, City Clerk, Dana Knight, Audio/Video Technician,

STAFF/ADVISORY ABSENT: None

Flag Salute led by Mayor Cranford

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF OCTOBER 23, 2025

Council Member Hornisch motioned to approve the City Council Regular Meeting Agenda for October 23, 2025. Second by Council Member Dill. Motion passed with a roll call vote of 4-0, with Council Member Bottomley absent.

3. REGULAR MEETING PUBLIC COMMENT

Mayor Cranford addressed the audience before the public comment section. She mentioned that public comment has become relaxed and she would like to adhere to Robert's Rule of Orders in not going back and forth with speakers during their comment time. Mayor Cranford wants to ensure public comment is done in a respectful manner with no cross chat. She also asked that the speakers honor the three-minute speaking period.

Written public comments were submitted by Amy Gomes and Steven Garretson regarding Flock Cameras.

Jim Wise who is the chairman of the Veterans Park Committee wanted to promote the upcoming Community Planting Day on October 29th. He encouraged anyone available to sign up via the QR code to come and volunteer to help with planting and beautification of Veteran's Park. Plants will be donated, and lunch will be provided for those volunteering.

Steve Christensen spoke on behalf of Jarron Brandon who is a candidate for state Senate. He wanted to invite council to meet with him face to face to talk about common issues.

Bradley Booker, the director of Amador Trail Stewardship, spoke about the concerns of ACRA's disillusion. He feels there is a viable funding source to help keep ACRA going.

Tracey Berkner commented about the Enchanted/Haunted Forest and the business that it has brought to our community. She stated it was a great thing it is to have a new business in Plymouth. She hopes the City can encourage more businesses to come to town.

Steve Garretson thanked the council for all the time and effort spent serving our city. He also apologized to the staff for having to deal with difficult issues. Mr. Garretson also wanted to encourage the council to possibly have a tribe member be part of the council.

Jon Colburn asked if the tribe has gotten an encroachment permit to work on the City street and if they have he would like to see it. He suggested ways to possibly get back the lost TOT monies from the casino. Mr. Colburn would like the attorney to look at the issue as he feels it's been ignored.

Jamie Lubenko gave a great big thank you to the Public Works Department and staff, with a special thanks to Public Works Superintendent Canaan Quinn for the help with the Harvest Festival. She said this year's festival was very successful. She also thanked Nan Danford for chairing the event. Ms. Lubenko announced that they will be doing the First Annual Amador Holiday Home Tour this Christmas. You can find more information at amadorholidayhometour.com to purchase tickets. The funds for this event will go to UC Davis Cancer Center for Childhood Cancer Research.

Rosemarie Moody questioned why the City website has been changed. She also noted that the walking path flooded on the East side. Ms. Moody also asked if there would be a finance update and if so, when that would be. She also said she was appalled that former City Manager Roberts was in City Hall.

Jamie Lubenko spoke again wanting to plan an event for Veteran's Day at our park on November 11th.

Rosemarie Moody asked if we had the meeting on Zoom. City Clerk McHenry stated it was listed on the top of the agenda.

David Moser asked that staff speak clearly in their microphones to help the audience better hear them.

- 4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS: NONE
- CONSENT CALENDAR ITEMS:
 - 5.1 CORRESPONDENCE: NONE
 - 5.2 APPROVE THE REGULAR MEETING MINUTES OF SEPTEMBER 25, 2025
 - 5.3 APPROVE THE WARRANT REGISTER FOR SEPTEMBER
 - 5.4 ADOPT RESOLUTION 2025-23 AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR THE COMPLETION OF ENVIRONMENTAL CONSULTING SERVICES FOR THE ARCO CAR WASH AND GAS STATION
 - 5.5 CONDUCT SECOND READING, BY TITLE ONLY, OF AN ORDINANCE AMENDING TITLE 19 OF THE PLYMOUTH MUNICIPAL CODE (ZONING ORDINANCE) RELATED TO THE ADOPTED DESIGN GUIDELINES FOR THE CITY OF PLYMOUTH

Council Member Dill motioned to approve the consent calendar, with amendment made to item 5.5 removing the word masonry. Second by Council Member Hornisch. Motion passed with a roll call vote of 4-0, with Council Member Bottomley absent.

- PUBLIC HEARINGS: NONE
- 7. REGULAR AGENDA ITEMS:
 - 7.1 RECEIVE RESIGNATION LETTER FROM FORMER TREASURER MICHAEL SPINETTA; DISCUSSION AND POSSIBLE ACTION TO PROCEED WITH FILLING VACANCY BY APPOINTMENT

The resignation was received and staff directed to post the vacancy until filled.

7.2 APPROVE STAFF TO WRITE A PROCLAMATION ISSUING KEY TO THE CITY HONORING ROBYN SCHALL TO PRESENT TO HER AT A SPECIAL MEETING HELD ON NOVEMBER 19, 2025

Rosemarie Moody asked if someone reached out to Ms. Schall. Mayor Cranford clarified that she had reached out to her. Ms. Moreno said typically someone gets a key to the City when they make contributions to the City. She said it diminishes the award and makes it a PR stunt. Ms. Moreno stated this person has no attachment to Plymouth. She is also concerned of the fiscal impact to the City and why those costs were not included in the fiscal impact portion on the staff report.

Jamie Lubenko recognizes the lightheartedness of giving the key to Ms. Schall. She feels the influence that Ms. Schall will have on our community will only benefit our City. Ms. Lubenko knows we have serious issues but feels doing this will put us on the map and have a positive impact on the City.

Mayor Cranford gave the background of this event and how it transpired. She also stated that the costs incurred for her visit will be out of her own personal funds. Council Member Hornisch offered to pay for the key to the City. He also feels the event will bring great recognition for our City.

Council Member Hornisch motioned to approve staff to write a proclamation issuing key to the City honoring Robyn Schall to present to her at a special meeting held on November 19, 2025. Second by Council Member Dill. Motion passed with a roll call vote of 4-0, with Council Member Bottomley absent

7.3 RECEIVE, DISCUSSION, AND DIRECTION TO STAFF REGARDING POSTING FOR THE RECRUITMENT OF THE PERMANENT CITY MANAGER POSITION

Steve Garretson commented that the council should not waste their time and money on trying to recruit someone, they should just hire Interim City Manager Begbie permanently. He feels he is doing a great job.

Rosemarie Moody stated that she was concerned of why the salary range went as high as 200K.

After council discussion, direction was given to City Attorney Booher to adjust the salary range to \$120,000 - \$150,000 and to also remove ICMA-CM credential portion be removed.

7.4 APPROVE STAFF TO ENTER INTO A LEASE FOR A UNIT IN THE POP-UP PLAZA WITH ARROWHEAD ACRES FOR A TERM OF THREE MONTHS

Jamie Lubenko stated she feels that this is a great idea but mentioned it would be good for the city to make sure that event organizers were aware if Pop Up Plaza was not available before the events transpired. Interim City Manager Begbie clarified that the businesses interested would compliment the events.

Rosemarie Moody gave kudos and is happy to have this happen. She thinks it's a great idea.

Vice Mayor Nunn motioned to approved staff to enter into a lease for a unit in the Pop-Up Plaza with Arrowhead Acres for a term of three months amending the contract to require fire safety inspection. Second by Council Member Dill. Motion passed with a roll call vote of 4-0, with Council Member Bottomley absent

8. CITY MANAGER'S REPORT

Interim City Manager Begbie brought up the proposed rate increase from Republic Services. He stated that Cal Waste was also going to make a proposal. Interim City Manager Begbie stated that they made some improvements to the headworks at the WWTP. He also spoke with NBS about expediting our rate study and will present a draft of the study as soon as it's ready. Interim City Manager said that Coffee with the City Manager has been successful and it's a good time to talk about issues. He also stated the Pop-Up Plaza is 'Open for Business' and that it's a great opportunity for businesses to allow businesses to try new ideas with low overhead. Interim City Manager Begbie stated they held five interviews out of seven applicants for the Public Works Superintendent position. The interviews were held by Public Works professionals from Placerville and Folsom. The interview panel overwhelmingly chose current Lead Maintenance Canaan Quinn to fill that position. Interim City Manager Begbie stated that when the former PW Superintendent resigned. Canaan took on filling in both positions without reservation and he feels that Canaan will be a phenomenal person to lead the department. Interim City Manager Begbie also met with the City Code Enforcement, Larry White, to look at ways to help clean up the City. He wants to work with citizens to help with this issue to get them addressed. Interim City Manager Begbie also mentioned he will be interviewed by KBGC to be interviewed on October 29th at 8:30am and hopes everyone will tune in.

9. MAYOR & COUNCIL MEMBERS' REPORTS AND COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Hornisch said that the CFD met recently. He stated he did not attend but they spoke about the water and swale issues. Council Member Hornisch said he would really like the committee formation to be sorted out. He would also like the NBS report to be done soon. Council Member Hornisch also would like to attend Coffee with the City Manager in the near future.

Vice Mayor Nunn would like to have the Old Sacramento Road issue be brought to an agenda soon. He would also like to have the CFD committee issue added as well.

Mayor Cranford also noticed that the walking trail was flooding. She also will attend the next ACRA meeting for an update on the status of their organization. Mayor Cranford also plans to attend Coffee with the City Manager as well. She also thanked City staff for their hard work in regard to the recent staff changes. Mayor Cranford stated that the NBS rate study will hopefully be done soon and would like to have Old Sacramento Road added to an agenda.

ADJOURNMENT INTO CLOSED SESSION AT 7:54PM

10. CLOSED SESSION:

10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOV. CODE § 54956.9 SIGNIFICANT EXPOSURE TO LITIGATION: 1 CASE

11. ADJOURNMENT FROM CLOSED SESSION 9:02PM WITH NO REPORTABLE ACTION

Respectfully Submitted at Plymouth, California //s//
Victoria McHenry City Clerk



5.3

CITY OF PLYMOUTH
Check Register for Wells Fargo Checking
For the Accounting Period: 10/25

Page: 1 of 3 Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
30305	S	370 4LEAF, INC.	9230.00	11/03/25			
30268	ß	20 AMADOR CO SHERIFF	96875.00	10/09/25		CL 3830	9230.00
30269	S	26 AMADOR COUNTY FAIR	715.00	10/09/25	AND THE PROPERTY OF THE PROPER		3:5 00
30270	Ø	29 AMADOR FIRE PROTECTION DIST	34695.29	10/09/25			740.00
30292	w	34 AMADOR WATER AGENCY	48198.39	10/23/25		CT 3016	18198 39
30286	ß	254 AT&T	219.41	10/16/25			
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30288	S	41 AT&T MOBILITY	721.08	10/16/25	Annual of the second states of the second se		721 08
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30272	ß	45 BEST & KRIEGER	28279.00	10/09/25			28279.00
30273	S	66 CALIFORNIA LABORATORY SERVICES	975.00	10/09/25			975.00
30274	ß	418 CALIFORNIA LANDSCAPING & DESIGN INC.	5750.00	10/09/25			5750_00
30294	ß	75 CITY OF PLYMOUTH	1149.20	10/23/25			1149 20
30275	വ	76 CLARK PEST CONTROL	351.00	10/09/25			351 00
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30289	w	305 NAPA AUTO PARTS	400.95	10/16/25		CL 3877	400.95

CITY OF PLYMOUTH Check Register for Wells Fargo Checking For the Accounting Period: 10/25

Page: 2 of 3 Report ID: AP300

Claim Checks

Check #	Type 1	Vendor #/Name	Check Amount	Date Issued	Redeemed	Claim #	Amount
30280	S	164 NBS	966.46	10/09/25			
30281	S	320 PAC MACHINE COMPANY	807.79	10/09/25		CF 3604	900.40
-99910	Ħ	178 PACIFIC GAS & ELECTRIC	191.80	10/09/25	10/25	CL 3876	807.79
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30298	S	383 QUADIENT FINANCE USA INC	536.00	10/23/25		CL 3844	536.00
30283	ß	201 SHENANDOAH STATION	886.62	10/09/25			88 60
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CITY OF PLYMOUTH
Check Register for Wells Fargo Checking
For the Accounting Period: 10/25

Page: 3 of 3 Report ID: AP300

Claim Checks

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30290	ß	239 UP COUNTRY POOL CENTER	OOL CENTER		196.41	10/16/25			1
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30285	S	322 WILKINSON PORTABLES INC	RTABLES INC		216.00	10/09/25			
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30301	S	322 WILKINSON PORTABLES	RTABLES INC		216.00	10/23/25			
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CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

Page: 1 of 7 Report ID: W100X2

Claims Check # Type	Vendor/Employee/Payee Number/Name Invoice #/Inv Date/Description 181 PAYCHEX INC. 10/05/25 FLEX TIME 178 PACIFIC GAS & ELECTRIC 09/26/25 18565 Empire Street 178 PACIFIC GAS & ELECTRIC	Check/Doc Amount Line Amoun 141.90 141.90 141.90 191.80 191.80 191.81 15.06	period nount Dis .90 10/25 .90 10/25 .90 10/25 41.90 41.90 10/25 .80 10/25 .80 10/25 .80 10/25 .06 10/25 .06 10/25	. 90 . 90 . 90 . 80 . 80 . 80 . 06	Period Issued	Period Issued	Period Issued
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-99907 E 3854	178 PACIFIC GAS & ELECTRIC	86.94 10/25 86.94 10/25 86.94		10/09/25	10/09/25	25	25
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-99905 E 3856	178 PACIFIC GAS & ELECTRIC 09/26/25 7151 Old Sacramento Road	249.40 10/25 249.40 10/25 249.40		10/09/25	0/09/	0/09/25	0/09/25
-99904 E 3857	178 PACIFIC GAS & ELECTRIC 09/26/25 9395 Main Street	112.74 10/25 112.74 10/25 112.74		10/09/25	10/09/25	0/09/25 1 551000	0/09/25
-99903 E 3858	178 PACIFIC GAS & ELECTRIC 09/26/25 Hwy 49 WS Main St N 250 ft 09/26/25 Hwy 49 WS Main St N 250 ft	28.43 10/25 28.43 10/25 14.22 14.21		10/09/25	10/09/25 10 50	0/09/25 10 560000 50 700000	0/09/25

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

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Vendor/Employee/Payee Number/Name	ice #/Inv Date/		PACIFIC GAS & ELECTRIC 5 18500 Sherwood St	CIFIC GAS & ELECTRIC	PACIFIC GAS & ELECTRIC 5 CFD 2016-1 Vintner & Sommelier	NIFIC GAS & ELECTRIC	AMADOR CO SHERIFF 5 LE/Disp Services	AMADOR COUNTY FAIR 5 Corp Yard Rent - Oct 2025	AMADOR FIRE PROTECTION DIST 5 Bene Ass Fee 24-25	BAHALA NA CORP 5 Filter Baq
Check/Doc Amount Pe	Line Amoun		115.46 1 115.46 1 115.46	19.22 1 19.22 1 19.22	14.36 1 14.36 1 14.36	1097.16 1 1097.16 1 1097.16	96875.00 1 96875.00 1 96875.00	715.00 1 715.00 1 715.00	34695.29 1 34695.29 1 34695.29	497.23 1 497.23 1 31.24 352.80
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CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

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Check # Type	Vendor/Employee/Payee Number/Name	Doc Perio	ate)
Claim	Invoice #/Inv Date/Description	Line Amount Disc	\$ PO #	Fund Org	Acct	Object Proj	Account
30272 SC 3813	45 BEST BEST & KRIEGER	28279.00 10/25 28279.00 10/25	10/09/25				
	10/02/25 Retainer 10/02/25 Labor-Employment 10/02/25 Arroyo Ditch 10/02/25 Casino 10/02/25 Public Records 10/02/25 ZR 10/02/25 Retainer (Overage)	12673.00 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 1072 10		ע ע ע ע ע ע ע	511000 511000 511000 560000 511000 280005 511000	762000 762000 762000 762000 762000 762000	101001 101001 101001 101001 101001
30273 SC 3825	66 CALIFORNIA LABORATORY SERVICES 09/30/25 Drinking Water Lab 09/30/25 Waste Water Lab	975.00 10/25 975.00 10/25 97400 501.00	10/09/25	40	600000 700000	728100 728100	101001 101001
30274 SC 3869	418 CALIFORNIA LANDSCAPING & DESIGN I 10/03/25 ZR Monthly Services	5750.00 10/25 5750.00 10/25 5750.00	10/09/25	80	519000	740100	101001
30275 SC 3836	76 CLARK PEST CONTROL City Hall 10/02/25 Water Treatment Plant 10/02/25 18565 Empire Street 10/02/25 Ranch House	351.00 10/25 351.00 10/25 0.00 98.00 135.00 118.00	10/09/25	5 1 1	531000 600000 551000 700000	740100 740100 740100 740100	101001 101001 101001 101001
30276 SC 3875	999999 HANNAH GOWER 10/08/25 Lost Check Reimbursed	877.93 10/25 877.93 10/25 877.93	10/09/25	انسبا ا	511000	701000	101001
30277 SC 3873	129 INTERNATIONAL LEAGUE OF CITIES 10/07/25 Annual Membership	100.00 10/25 100.00 10/25 100.00	10/09/25	Ъ	512000 720800	720800	101001
30278 SC 3871	412 MBK ENGINEERS 10/03/25 3833.001 PEDHA	1999.50 10/25 1999.50 10/25 1999.50	10/09/25	5 0	700000 761000	761000	101001
30279 SC	89 MICHELE GERMAN-DAVIS	2182.50 10/25	10/09/25				

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

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Claims Check # Type	Vendor/Employee/Payee Number/1 Invoice #/Inv Date/D 10/01/25 Web Site	Check/Doc Period Amount Period Line Amount Disc 2182.50 10/25 2182.50 966.46 10/25 966.46 10/25	Date Issued \$ PO #			Org Acct	Org
	164 09/20/2	#-3	0/25			10/09/25	10/09/25
30281 SC 3876	320 PAC MACHINE COMPANY 5 10/06/25 CamLock/Elbow/Nipples	807.79 1 807.79 1 807.79	10/25 10/25	0/25 10/09/25 0/25	10/09/	10/09/25	10/09/25
30282 SC 3824	181 PAYCHEX INC. 1 09/25/25 Payroll	424.10 1 424.10 1 424.10	10/25 10/25	0/25 10/09/25 0/25		10/09/25	10/09/25
30283 SC 3837	201 SHENANDOAH STATION 7 09/30/25 Fuel 09/03/25 to 09/26/25	886.62 1 886.62 1 886.62	10/25 10/25	0/25 10/09/25 0/25	10/09/	10/09/25	10/09/25
30284 SC 3820	245 WALKER'S SUPPLY CO.) 10/07/25 Janitorial Supplies	311.34 1 311.34 1 311.34	10/25 10/25	0/25 10/09/25 0/25		10/09/25	10/09/25
30285 SC 3812	322 WILKINSON PORTABLES INC 2 08/27/25 CORP YARD 08/27/25 SEWER PLANT	216.00 1 216.00 1 108.00 108.00	10/25 10/25	0/25 10/09/25 0/25		10/09/25 1 531000 50 700000	10/09/25 1 50
30286 SC 3867	254 AT&T 10/06/25 9391047017 10/06/25 9391047027 10/06/25 9391047035	219.41 1 219.41 1 46.84 46.84 125.73	10/25	.0/25 10/16/25 .0/25	<i>.</i>	5 10/16/25 5 50 700000 50 700000 1 511000	5 10/16/25 5 50 50
30287 SC 3826	256 AT&T 10/07/25 Monthly Services	31.54 1 31.54 1 31.54	10/25 10/25	0/25 10/16/25 0/25	U U	5 10/16/25 5 40	5 10/16/25 5

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

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Claims

30293 SC 3828	30292 SC 3816	30291 SC 3866	30290 SC 3835	30289 SC 3877	30288 SC 3839	Check # Type
255 AT&T 28 10/10/25 WWTP Internet	34 AMADOR WATER AGENCY 10/14/25 Service Charge 10/14/25 Water Consumption 10/14/25 Water Debt Service	247 WEBER, GHIO & ASSOCIATES, INC 10/10/25 General City Engineering 10/10/25 9424 Pacific St-SHE 10/10/25 9451 Main-DRINK Bar 10/10/25 18190 Sutter St-NMFD 10/10/25 Encroachment Permit Review 10/10/25 Arroyo Woods-Tent Map 10/10/25 Building Inspection 10/10/25 McGee Park Project 10/10/25 Code Enforcement 10/10/25 ZR Drainage & Maint Issues	239 UP COUNTRY POOL CENTER 35 10/07/25 Chemicals	305 NAPA AUTO PARTS 77 09/30/25 Equipment Maint & Repair 09/30/25 Sewer Plant	41 AT&T MOBILITY 10/01/25 CM Devices 10/01/25 PW Devices 10/01/25 Water Devices 10/01/25 WWTP Devices	ck e Vendor/Employee/Payee Number/Name m Invoice #/Inv Date/Description
85.60 10/25 85.60 10/25 85.60	48198.39 10/25 48198.39 10/25 17495.66 25636.62 5066.11	4431.45 10/25 4431.45 10/25 1706.50 944.75 148.50 198.00 145.00 89.00 308.20 222.50 582.00 89.00	196.41 10/25 196.41 10/25 196.41	400.95 10/25 400.95 10/25 371.88 29.07	721.08 10/25 721.08 10/25 721.08 10/25 180.27 180.27 180.27 180.27	Check/Doc Amount Period Line Amount Disc
10/23/25	10/23/25	10/16/25	10/16/25	10/16/25	10/16/25	S PO #
50	4 4 4 0 0 0	4 1 1 1 1 1 1 1	سو	5 1	50	Fund Org Acct
700000	600000	518000 532000 532000 600000 280027 541000 560000 2800010	554000	531000 700000	511000 531000 600000 700000	'g Acct
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Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

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Claims

3 0	30	30	30	3 С	30	з С	30	Check
30301 SC 3880	30300 SC 3819	30299 SC 3832	30298 SC 3844	30297 SC 3878	30296 SC 3847	30295 SC 3879	30294 SC 3823	Check # Type Claim
322 WILKINSON PORTABLES INC 10/22/25 Corp Yard	141 SUPERIOR PLUS ENERGY SERVICES INC 10/13/25 9426 Main Street 18565 Empire st 8816 Sommelier/booster pump st	377 SIGNAL SERVICE INC 10/17/25 Monthly Services	383 QUADIENT FINANCE USA INC 10/16/25 Postage 10/16/25 Postage 10/16/25 Postage	999999 KVGC 96.5 FM 1340 09/30/25 SOS Ad	73 FIRST-CITIZENS BANK & TRUST CO 10/12/25 TASKALFA 4054CI 10/12/25 TASKALFA 4054CI 10/12/25 TASKALFA 4054CI	327 CREACH CONSTRUCTION CO, INC 10/08/25 6650 Old Sac Rd/BR Remodel	75 CITY OF PLYMOUTH 10/16/25 2016-01 Zinfandel Irrigation	Vendor/Employee/Payee Number/Name
216.00 10/25 216.00 10/25 108.00	2.68 10/25 2.68 10/25 2.68 0.00 0.00	619.50 10/25 619.50 10/25 619.50	536.00 10/25 536.00 10/25 178.66 178.67 178.67	300.00 10/25 300.00 10/25 300.00	311.40 10/25 311.40 10/25 103.80 103.80 103.80 103.80	8428.00 10/25 8428.00 10/25 8428.00	1149.20 10/25 1149.20 10/25 1149.20	Check/Doc Amount Period Line Amount Disc
10/23/25	10/23/25	10/23/25	10/23/25	10/23/25	10/23/25	10/23/25	10/23/25	Issued
⊣	4 0 1 1	<u></u>	5 4 0 0 1	2	500	50	8 0	Fund Org Acct
531000 721700	511000 721900 551000 721900 600000 721900	511000 761000	511000 720100 600000 720100 700000 720100	560000 770300	511000 761000 600000 761000 700000 761000	700000 740300	519000 770400	g Acct Object Proj
101001	101001 101001 101001	101001	101001 101001 101001	101001	101001 101001 101001	101001	101001	Cash Proj Account

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

CITY OF PLYMOUTH Claims and/or Payroll Checks List For the Accounting Period: 10/25

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Claims

Check Check # Type	Vendor/Employee/Payee Number/Name	ame	Check/Doc Amount Per	Date Period Issued					
Claim	Invoice #/Inv Date/De	Date/Description	Line Amount	Disc \$	PO # Fu	Fund Org Acct	Acct	Object Proj	Account
	10/22/25 Sewer Plant		108.00			50	700000	721700	101001
30302 SC	393 WIZIX TECHNOLOGY GROUP,	INC	58.84 10 58.84 10	10/25 10/23/2	25				
() () ()	10/21/25		. 0				511000	720100	101001
			1.03				700000	720100	101001
			, F. O.				70000	00100	101001
	10/21/25 4054ci		18.59				222000	00102	101001
	10/21/25 4054ci		18. 50.			5 O	700000	720100	101001
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30303 SC	78 C		156.44 10 156.44 10	10/25 10/30/2	25				
ر د با	10/16/25 Internet		1.3			ш	511000	784000	101001
30304 SC	422 TELSTAR INSTRUMENTS		4249.12 10	10/25 10/30/2	25				
0000	10/27/25 Furnish/install	touchscreen	4249.12			50	700000	740700	101001
30305 SC	370 4LEAF, INC.		9230.00 10	10/25 11/03/2	25				
(((09/30/25 ARCO 09/30/25 Planning Fees		5(8		فسل لسل	280026 542000	761000	101001 101001
30306 SC	178 PACIFIC GAS & ELECTRIC		23130.22 10	10/25 11/03/2	25				
3850	10/28/25 7784 Old Sac Rd		_	0/25		50	700000	731000	101001
3861	10/08/25 W/O Hwy 49 Main St		92.82	10/25		10	560000	731000	101001
TO + 2 - 1	# Of Checks.	Total:	282895						
	or checks:	1004	202030.0						
Grand Total #	of Checks: 52	Total:	282895.89						

11/05/25 10:05:47

CITY OF PLYMOUTH Fund Summary for Claims For the Accounting Period: 10/25

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Fund/Account	Amount
1 General Fund	
101001 .	83, 222.75
2 TOT - Streets & Promotion Fund	
101001	300.00
10 Gas Tax Fund	
101001	1,204.20
11 COPS Grant Fund	
101001	96,875.00
33 Miwok Indian Project Fund	
101001	2,503.00
40 Water Enterprise Fund	
101001	49,971.71
50 Sewer Enterprise Fund	
101001	40,716.71
68 Redevelopment Project Fund	
101001	222.50
80 CFD 2016-01 ZR	
101001	7,880.02

Total:

282,895.89

6.1 PUBLIC HEARING

7.1



CITY COUNCIL AGENDA ITEM NO. 7.1 11/13/2025

SUBJECT: APPROVAL OF SERVICES FROM BELFOR PROPERTY

RESTORATION FOR CLEANING AND DECONTAMINATION

OF DAMAGED CITY RECORDS

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH BELFORD PROPERTY RESTORATION FOR RESTORATION AND INVENTORY OF CONTAMINATED CITY RECORDS

BACKGROUND

During a recent search for historical wastewater-related records, staff located decades of City documents stored in a portable building located near the Wastewater Treatment Plant. Upon inspection, it was determined that the structure had deteriorated over time, allowing water intrusion and rodent infestation. As a result, the majority of the stored records have been compromised by moisture, mold, and rodent damage.

To assess the condition and determine possible recovery options, staff contacted Belfor Property Restoration, a firm specializing in document restoration and contamination mitigation. Following an on-site evaluation, Belfor concluded that most records are unlikely to be fully salvageable due to the extent of the damage. However, the company recommended cleaning, limited decontamination, and inventorying of the materials to prevent additional deterioration and ensure safe handling.

Even after the cleaning process, access to these materials will still require proper safety precautions, including the use of N95 masks and gloves, due to residual contamination concerns.

FISCAL IMPACT

The cost of services from Belfor Property Restoration is estimated between \$4,700 and \$6,350, depending on the final scope of work.



CITY COUNCIL AGENDA ITEM NO. 7.1 11/13/2025

RECOMMENDATION

Staff recommends the City Council discuss and possibly direct the Interim City Manager to approve and execute services with Belfor Property Restoration for the cleaning, decontamination, and inventorying of damaged City records stored near the Wastewater Treatment Plant, in an amount not to exceed \$6,350.

ATTACHMENT(S)

- 1. Belfor Property Restoration Quote
- 2. Photos



October 27, 2025

City of Plymouth 9426 Main Street P.O. Box 429 Plymouth, CA 95669 Attn: Cameron Begbie

Re: Contaminated Document Restoration

(Scope and Budget

The following is a Scope and Preliminary Budget for the above referenced property as a result of CAT 3 water intrusion from a failed roof and siding in a temporary construction trailer. This budget is based on our direct physical observation. As with any budgets, these projections are not absolute. Methods may change due to efficiency of work or job site considerations. However, actual invoicing will be produced based on a Non-Prevailing Wage Rate & Materials Fee Schedule provided by BELFOR USA Group, Inc. to the City of Plymouth.

(Affected Areas

• Construction Storage Trailer

(•) Equipment, Labor, Materials

- Installation of HEPA air filtration 2000 CFM air filtration unit
- Donning of all necessary PPE
- Contents manipulation/cartage
- Delivery of contaminated documents to BELFOR Warehouse
- Decontamination of rat feces and mold contaminated documents
- Ozone Treatment of all documents
- Assembly and re-boxing contaminated critical documents
- Final Mold Air Clearances in Ozone Room
- Crew Van
- Fuel
- Labor

Scope of Work

Documents

Shrink wrap and pick up one pallet of documents currently contained in Banker Boxes from The City of Plymouth Corporate Yard. Deliver all contaminated documents to the BELFOR Warehouse Ozone Chamber. Dispose of all CAT 3 and Bacterial and Mold Contaminated cardboard Banker Boxes, Decontaminate contents with HEPA Vacuum and Chemical Sponge wiping. Ozone treatment of all decontaminated documents for odor abatement (2 sessions). Gathering and re-boxing contaminated critical documents into new boxes (18-20 Box count), Delivery to the City of Plymouth to desired area.

Documents will be decontaminated and containerized into new bankers boxes. These documents will not be 100% mold or bacteria free. Incineration of the said documents is recommended. Contact with the said documents is not recommended by unprotected personnel once returned to the City of Plymouth.

All work shall be performed during normal business hours Monday through Friday of each week.

Trending Budget For Services

\$4,700.00 - \$6,350.00

By: Grant Cody







7.2



CITY COUNCIL AGENDA ITEM NO. 7.2 11/13/2025

SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE TOT

GRANT REQUEST FOR THE CHALLENGE OF CHAMPIONS

RODEO FOR UP TO \$15,000.

DEPARTMENT: City Manager's Office

STAFF: City Manager Cameron Begbie

TITLE

DISCUSSION AND POSSIBLE ACTION TO APPROVE TOT GRANT REQUEST FOR THE CHALLENGE OF CHAMPIONS RODEO FOR \$15,000

BACKGROUND

Throughout the years, the City has supported the Challenge of Champions Rodeo which is a California High School Rodeo Association event. The event will take place at the Amador County Fair Grounds March 20-22, 2026. The high school rodeo contestants are the top three qualifiers in their event from the nine districts in California. In the years of 2023, 2024, and 2025, the City has granted \$15,000 each year to support the rodeo. The Challenge of Champions Rodeo is asking for a TOT grant of \$15,000 for the 2026 event.

FISCAL IMPACT

The fiscal impact is \$15,000 dollars from our Transient Occupancy Tax fund. The TOT Streets & Promotions has appropriated \$40,000 for FY 25/26 to promote all events throughout the City.

The Challenge of Champions Rodeo has provided an estimated economic impact formula from the American Quarter Horse Association (AQHA) from the organizers that is based on data from the Fort Worth Texas Chamber of Commerce which does not necessarily apply equally to California or the City of Plymouth

The City receives approximately one cent (\$0.01) from every dollar spent within our city limits out of the 7.75% sales tax as we do not have a special tax assessed for the City. The City has recently experienced a significant decline in available TOT revenue collected.



CITY COUNCIL AGENDA ITEM NO. 7.2 11/13/2025

RECOMMENDATION

Staff recommends the City Council discuss this TOT grant application and provide direction to staff regarding whether any and how much money should be awarded.

ATTACHMENT(S)

- 1. TOT Grant Application
- 2. Letter From Organizer Craig Williams
- 3. AQHA "How to Calculate an Event's Economic Impact"
- 4. Proposed Budget

APPLICATION

FOR OFFICIAL	LUSE	ONLY:	TIME/D	DATE	STAME
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11/5/2025

Date:				
NAME OF ACTIVITY: 2026 Challenge of	f Champions Rodeo			
APPLICANTS CONTACT INFORMATION:	SECONDARY CONTACT PERSON:			
NAME: Craig Williams	NAME: Dr. Bo Felix			
ADDRESS:	ADDRESS:			
CELL NUMBER:	CELL NUMBER:			
@gmail.com	email: @gmail.com			
AMOUNT BEING REQUESTED: \$15,000				
BRIEF DESCRIPTION OF ACTIVITY: (ATTACH SUPPORTING DOCUMENTS AND ADDITIONAL PAGES IF MORE SPACE IS NEEDER THE Challenge of Champions High School Rodeo is a statewide invitational event.				
The Challenge of Champions came to Plymouth in 1998 after this similar event was held at the				
at the famous Cow Palace during the Junior Grand National in San Fransico and commercially				
produced by Cotton Rosser and the famous Flying U Rodeo Company. The board and I				
brought it to Plymouth because regretably the Junior Grand National was dicontinued in1997.				
The purpose is to insure that the Challenge of Champions Rodeo stays				
stays in Plymouth for years to come. The Californ	nia High School Rodeo Association			
being statewide could possibly elect to entertain other venues in the state which it has.				
EVENTS ESTIMATED BUDGET: \$15,000	_ ESTIMATED ATTENDANCE: 2500 plus			
HAVE YOU BEEN AWARDED TOT GRANT FUNDS IN THE LAST 3 YEARS? YES NO IF YES, PLEASE ATTACH A LIST OF THOSE EVENTS.				

City of Plymouth

October 1, 2025

Plymouth, CA 95669

Dear City Manager and City Council:

Please accept this letter as a request for your continued support needed to maintain and continue the production of the statewide championship rodeo the "Challenge of Champions" for 2026 on March 20, 21 and 22 here in Plymouth. The recipient of this financial support will be the California High School Rodeo Association, a non-profit organization. The high school rodeo contestants participating in the Challenge of Champions Rodeo are the top three qualifiers in their event from the nine districts in California. These young people are so inspiring as the program was created by an educator who saw the potential in rodeo to help develop character, sportsmanship and academic achievement resulting in good citizens.

To maintain the quality of the Challenge of Champions delivered in the past and in lieu of continually rising costs we request financial assistance from the City of Plymouth. Our community support has made it possible to ensure that this event stays here as I have defended multiple attempts in the past to have it moved to other venues. For our 2026 rodeo we are asking for \$15,000 again as we have been awarded \$15,000 each for 2023,2024, and 2025. There is definitely a financial advantage for this community to have the Challenge of Champions held here and with difficulty establishing exact benefit amounts we can defer to the formula included in the packet that the American Quarter Horse Association has published. If you apply the formula with 300 horses and using a 4 day occupancy the sum would easily return the \$15000 and much much more. The City of Plymouth has been a most important partner for the success of this event.

Sincerely,

Craig Williams,

Challenge of Champions Chairman,

California High School Rodeo Association, P.O. Box 279, Arroyo Grande, CA 93421

Further Thoughts on Behalf of the Challenge of Champions:

On behalf of the California High School Rodeo Association, myself and so many young cowboys and cowgirls with so many fond memories of Plymouth and the Challenge of Champions, we thank Plymouth so much for your past support.

With the upcoming "Challenge" in Plymouth and the onset of rodeos televised throughout the season on the "Cowboy Channel" we all should be very proud that a great number of the professional contestants received their start competing here during their high school years. There are over 50 past Challenge of Champions contestants who came through Plymouth on their way to the professional ranks and qualifying for the National Finals Rodeo in Las Vegas. Included are 5 times World Champion Steer Wrestler, Luke Branquinho, World Champion Bareback Bronc Rider, Clayton Biglow, World Champion Barrel Racer, Nellie Williams and many more rodeo champions like Lefty Holman, Taylor Santos, Lane Karney, Russel Cardoza, Josh Gardner, Colton Farquer, Lindsey Rosser, R C Landingham, Brushton Minton and Katie Pascoe, daughter of many times world champion John W Jones, who was our event director for years. The point here is that I am humbled to be able to produce such a prestigious rodeo and we should be proud to keep this event going in Plymouth for many years to come. To ensure the management of this event stays on track my son-in-law Dr. Bo Felix has agreed to share my role with me in producing next year's rodeo. I have volunteered providing many hours of commitment and hours away from my work place in order to see the Challenge succeed. My payment is the gratification I get watching these fine young people succeed and with the hopes they will make good citizens.

One last thought is that with the city's help some years back the back arena known as the Wolan Arena had been built and new footing material added. This enabled the rodeo to include the Reined Cow Horse event and in doing so extra funds were needed and will continue to be needed for its production. This event is well attended again putting Plymouth on the map.

Proposed Budget for 2026 Challenge of Champions Rodeo

Income I		104,270.00	€9	TOTAL		
EXPENSE		248.00	49	Supplies		
EXPENSE		2,000.00	÷	Republic Services	A CONTRACT OF THE PARTY OF THE	
EXPENSE		800.00	49	Water truck	AND THE PROPERTY OF THE PROPER	
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EXPENSE		1,632.00	€9	Back Numbers	The contractive designation of	
EXPENSE Announcers (2) \$ 3,500,00 Rodeo/Cutting/ RCH		150.00	49	Fuel/Misc		
EXPENSE		450.00	49	Supplemental Sand	AND THE PROPERTY OF THE PROPER	
EXPENSE		3,650.00	49	Tractor/Driver 5 days	The state of the s	
EXPENSE		960.00	49	Tractor/Harrow Freight	The second state of the se	
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EXPENSE		250.00	ક્ક	Timer #3		
EXPENSE		250.00	49	Timer #2		
EXPENSE 5,000.00		300.00	49	Timer #1		
EXPENSE		15,000.00	G	Stock		
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EXPENSE	Merziak	200.00	G	Signage		
EXPENSE \$ 3,500.00		850.00	G	Hay/Shavings	The state of the s	
EXPENSE		300.00	(A	Rodeo Secretary		
EXPENSE	Fast Signs		49	New Entrance Banner		
EXPENSE		6,950.00	€9	Lodging		Misc Cash donation
Rancheria \$ 15,000.00 Announcers (2) \$ 3,500.00		3,000.00	↔	Rodeo Judges (3)		Back Numbers
EXPENSE		1,500.00	₩	Jackpot Payout		To the first the first that the firs
Reson Rancheria	Freight/Cattle Rent	7,800.00	49	Cutting/RCH		
EXPENSE	Goat Tying Event	800.00	43	Goats		
Reson Rancheria \$ 15,000.00 Announcers (2) \$ 3,500.00 Awards \$ 17,820.00	Tickets/Posters/Passes	230.00	↔	Gentry Media		
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How to Calculate an Event's Economic Impact

To figure the economic impact of your show on the surrounding area, the following formula can be used:

(Actual number of horses X 3 people per horse = total people) X (Actual show days + 1 move-in/-out days X \$150 per diem = total \$) = \$ directly into city.

Then, multiply \$\\$ directly into city by 2 (estimated number of times each tourist dollar turns over in the economy) = total economic impact.

SAMPLE Two-Day Show

(70 actual horses X 3 people per horse = 210 people) X (2 actual show days + 1 move-in/-out days X \$150 per diem = \$450) = \$94,500

\$94,500 X 2 = \$189,000 total economic impact on community.

History of This Formula

This formula originally was developed by the American Quarter Horse Association in conjunction with the Fort Worth Texas Chamber of Commerce utilizing a multiplier effect of seven (7). Several years ago, that multiplier was revised to four (4), and two years ago it was revised to two (2) based on advice from various economists that it's only feasible to trace a dollar two times in a given economy.

Additional modifications have been made (2.5 people/horse to 3 people/horse and a per diem increase for inflation from \$140 to \$150/day).

September 4, 2025

City of Plymouth 9426 Main Street PO Box 429 Plymouth, CA 95669

To Whom it May Concern,

Please consider this as an authorization for the California High School Rodeo Association to proceed with submitting the application for requesting funding assistance from the City of Plymouth for the 2025 Challenge of Champions Rodeo, to be held in Plymouth March 20, 21, and 22, 2026. This is also an authorization for the Challenge of Champions committee chairman, Craig Williams, to represent California High School Rodeo Association in this request.

Thank you for your consideration, your continued support of this rodeo, youth competitors and our organization over the last 27 years has made the Challenge of Champions Rodeo is appreciated.

California High School Rodeo Association Jennifer Fleming, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT Tami Ford

We	Western Specialty Insurors, LLC					PHONE (AIC, No. Ext): (888) 866-3550 FAX (AIC, No): (816) 623-5982				623-5982		
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Ray	more	e			MO 64083	INSURER A: Great Divide Insurance Company				MAIC #		
INSL	RED					INSURER B:						
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AGENCY		NAMED INSURED	
Western Specialty Insurors, LLC			
POLICY NUMBER		1	
CARRIER	NAIC CODE		
Great Divide Insurance Co		EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR	D FORM,		
FORM NUMBER: 25 FORM TITLE: Certificate of Liabilit	ly Insurance: N	lotes -Rev 5/27/21	
FORM NUMBER: 25 FORM TITLE: Certificate of Liability	y Insurance: N	lotes -Rev 5/27/21	

Challenge of Champions

Amador County Fair-26th District Agriculture Association 18621 Sherwood Street, Plymouth, CA 95669

Camacho Livestock

(stock contractor) are added as Named Insured for the event only.

Activity #: 1

Certificate Holder / Additional Insured:

National High School Rodeo Association 12011 Tejon St, Suite 900 Denver, CO 80234

Misty Balaam

City of Plymouth 9426 Main Street (PO Box 429) Plymouth, CA 95669

Amador County Fairgrounds 18621 Sherwood Street Plymouth, CA 95669

Move In Dates: March 17, 2026

Event Dates

Youth Rodeo Dates:

March 20 - March 22, 2026

Cutting/Reigned Cow Horse (w/rodeo) Dates:

March 20, 2026

Youth Dancing Dates:

March 20 - March 21, 2026

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

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7.3



CITY COUNCIL AGENDA ITEM NO. 7.3 11/13/2025

SUBJECT: DISCUSSION AND POSSIBLE ACTION TO DELEGATE

AUTHORITY TO THE INTERIM CITY MANAGER TO EXECUTE CONTRACTS ALLOWING SEPTAGE DISPOSAL AT THE CITY

OF PLYMOUTH WASTEWATER TREATMENT PLANT

DEPARTMENT: Public Works/Wastewater Treatment Facility

STAFF: City Manager Cameron Begbie

TITLE

DISCUSSION AND POSSIBLE ACTION TO DELEGATE AUTHORITY TO THE INTERIM CITY MANAGER TO EXECUTE CONTRACTS ALLOWING SEPTAGE DISPOSAL AT THE CITY OF PLYMOUTH WASTEWATER TREATMENT PLANT

BACKGROUND

The City of Plymouth operates a state-permitted Wastewater Treatment Plant ("WWTP") that processes municipal wastewater. While many parts of the City's infrastructure are stressed, the city's WWTP has excess processing capacity available. Several septic haulers operating in and around the City have recently expressed interest in utilizing the WWTP for the disposal of domestic septage collected from private septic systems.

Staff is proposing to accept and charge haulers on a per-load, volumetric basis. Offering this service on this per-load, volumetric basis maintains maximum flexibility for the City and allows the City to discontinue service for any reason at any time, if, for example the capacity is needed to treat sewage from new service connections to the City's sewer collection system. Allowing this activity would provide a service that supports proper wastewater management and environmental protection while generating additional revenue for the City. While several haulers have expressed interest, there is no predictable revenue stream that would be generated by this opportunity though it would enable the city to generate revenue from existing capacity in the WWTP.

To ensure consistency and accountability across haulers, staff has developed a standardized contract template that outlines disposal procedures, fees, permitted waste types, and compliance requirements. Each hauler seeking to use this service



CITY COUNCIL AGENDA ITEM NO. 7.3 11/13/2025

would be required to sign an agreement with the City prior to the City accepting any septage from them at the WWTP.

FISCAL IMPACT

Staff does not have any precise projections as to how much revenue this service will generate for the City. Offering this service will not incur additional costs to the City as no additional staffing is required at this time, and existing plant personnel will manage intake and monitoring within current workloads and schedules.

RECOMMENDATION

Delegate authority to the Interim City Manager to execute contracts with licensed septic companies, in a form substantially similar to the template agreement attached hereto, allowing licensed septic companies to dispose of septage at the Plymouth Wastewater Treatment Plant.

ATTACHMENT(S)

1. Wastewater Treatment Agreement Contract Template

WASTEWATER TREATMENT AGREEMENT

This Wastewater Treatment Agreement ("Agreement") is entered into this day November 2025 ("Effective Date"), by and between the City of Plymouth, a California municipal corporation (the "City") and [name of business], a [type of business entity] ("Customer"). City and Customer may be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The City of Plymouth ("City") owns and operates wastewater treatment facilities with capacity to process additional volumes of untreated wastewater, subject to operational considerations and facility limitations; and
- B. Customer operates a septage hauling business that does business with City residents; and
- C. Customer desires to deliver untreated wastewater to the City for treatment and the City is willing to accept such wastewater under specified conditions described in this agreement and as directed by City staff; and
- D. The Parties desire to memorialize their mutual understanding regarding the terms and conditions under which such wastewater will be transported, received, and treated, including compensation, insurance, safety, and termination provisions; and
- E. The City of Plymouth discharges treated wastewater from the City of Plymouth Wastewater Treatment Plant ("Plymouth WWTP"), which is regulated under *Waste Discharge Requirements* ("WDRs") for Municipal Wastewater Dischargers That Meet Objectives/Criteria at the Point of Discharge to Surface Water General Order R5-2023-0025 (NPDES Permit No. CAG585001). The WDRs and Notice of Applicability ("NOA") prescribe effluent limitations and other provisions that are applicable to the Plymouth WWTP discharge; and
- F. The City of Plymouth has offered to accept septage from Customer and treat it at the Plymouth WWTP. Wastewater; and
- G. The Parties now desire to enter into this Agreement to set forth the terms of City's acceptance of wastewater from Customer.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS

1. **Purpose.** The purpose of this Agreement is to establish a framework under which the City will accept, receive, and process untreated wastewater/septage ("Wastewater") from Customer. Under this arrangement, the City intends to support Customer in the processing of septage collected by Customer through the City's designated wastewater treatment facilities ("Treatment Facilities"). Wastewater will be delivered by Customer and be introduced into the City's wastewater treatment system at a location and during timeframes designated by the City.

This Agreement is intended to serve as an operational understanding and *does not obligate the City to accept a fixed volume of wastewater*. The City retains full discretion to limit, modify, or suspend acceptance at any time based on any reason, including but not limited to the current capacity, condition, and operational needs of the Treatment Facilities.

- 2. **Compensation.** City agrees to accept wastewater from Customer at a rate of \$x.xx per gallon. City will invoice Customer monthly for all services rendered. Customer shall pay the City for services performed in accordance with the terms of this Agreement. Payments made by Customer to City shall occur no later than thirty (30) days upon receipt of an invoice from the City.
- 3. **Term.** The term of this Agreement shall begin upon signature by both parties ("Effective Date") and shall continue until terminated by either Party.

4. Termination or Abandonment.

- a. City has the right to terminate or abandon any portion or all of the work under this Agreement at any time but will endeavor to give thirty (30) calendar days written notice to Customer. Customer shall pay City the value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the for which a payment request has not been received, the charge for services performed during such task shall be the value of such services, based on an amount mutually agreed to by City and Customer of the portion of such task completed but not paid prior to said termination.
- b. Customer may terminate its obligations under this Agreement at any time but will endeavor to give thirty (30) calendar days written notice to City.
- c. Upon termination by either Party, the City will submit the final invoice of the amount of costs due under this Agreement.
- d. Notwithstanding any other provision of this Agreement, City may refuse or suspend services in accordance with Section 6(c), below.
- 5. **Good Faith Performance.** The Parties shall diligently proceed in good faith to perform their respective obligations under this Agreement.

6. Services.

- a. City's Acceptance of Wastewater.
 - i. City agrees to accept Wastewater from Customer subject to the terms below.
 - ii. Wastewater must originate only from residential septic systems. Furthermore, no Wastewater that has undergone any partial treatment or pretreatment will be accepted.
 - iii. Wastewater will be introduced into the City's wastewater treatment system at a location selected by the City, based on the City's operational considerations.
 - iv. The quantity of Wastewater delivered will be measured:
 - 1. Primarily by the rated capacity of each truckload delivered to City by Customer through their transportation carrier.

- 2. May also be verified or supplemented by metering, at a method and rate mutually agreed upon by the Parties.
- v. Deliveries of Wastewater to City's facilities by Customer must occur during timeframes established by the City, and the City retains discretion to modify delivery times or volumes based on operating conditions.
- vi. City retains discretion to adjust timing, volume, or frequency of Wastewater acceptances based on current plant conditions. City retains sole discretion to limit or suspend intake based on plant conditions, operational needs, or emergencies.
- vii. City reserves the right to reject any individual load of Wastewater deemed to pose a risk to the City's wastewater treatment system or public health and safety without prior notice to Customer.
- viii. City retains sole discretion to limit or suspend intake based on factors related to, but not limited to, plant conditions, operational needs, weather events, or emergencies.
- b. <u>Transportation and Responsibility</u>. Customer is responsible for procuring and managing the transportation and delivery of Wastewater to the City.
- c. <u>Right to Refuse Service</u>. City may refuse wastewater loads or suspend acceptance at any time for any reason, including but not limited to:
 - i. Safety, conduct, or operational issues.
 - ii. Change in plant conditions or capacity restrictions.
 - iii. Non-compliance with agreed terms.
 - iv. Any reason in its discretion.

All parameters described above including but not limited to source location, measurement method, delivery point, schedule are subject to change at the City's discretion.

7. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

<u>To City</u>	<u>To Customer</u>
City of Plymouth	[Insert Address]
P.O. Box 429	Attn:
Plymouth CA 95669	
Attn: City Manager	

8. **Insurance**. Customer shall not commence the transfer and delivery of wastewater subject to this Agreement until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Customer shall not allow any contractor, including wastewater carriers, to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

- (i) The Customer and its contractors shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Agreement
 - (8) Property Damage
 - (9) Independent Contractors Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give City, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Customer and its contractors shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give City, its officials, officers, employees, agents and District designated volunteers additional insured status.
- (iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Customer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Customer has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Customer shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Customer shall require all contractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability \$1,000,000 combined single limit
Employer's Liability \$1,000,000 per accident or disease

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions)

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

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

f. <u>Evidence Required</u>

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

g. Policy Provisions Required

- (i) Customer shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Customer shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Customer shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Customer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Customer shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Customer shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Customer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Customer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Customer from liability in excess of such coverage, nor shall it limit the Customer's indemnification obligations to the City

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Customer, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Customer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Customer or City will withhold amounts sufficient to pay premium from Customer payments. In the alternative, City may cancel this Agreement.
- (iii) The City may require the Customer to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- j. <u>Contractor Insurance Requirements</u>. Customer shall not allow any contractors to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such contractors shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Customer, City may approve different scopes or minimum limits of insurance for particular contractors.
- 9. **Safety**. Customer shall execute and maintain its obligations under this Agreement so as to avoid injury or damage to any person or property. In carrying out its obligations under this Agreement, Customer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.
- 10. **Verification of Employment Eligibility.** By executing this Agreement, Customer verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration

Reform and Control Act of 1986, as may be amended from time to time, and shall require all contractors to comply with the same.

- 11. **Indemnification.** To the fullest extent permitted by law, Customer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Customer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Customer's obligations or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Customer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Customer, the City, its officials, officers, employees, agents, or volunteers.
- 12. **Waiver.** No action or failure to act by the City and/or Customer shall constitute a waiver of any right or duty afforded the Parties under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed to in writing.
- 13. **Amendments.** This Agreement may be modified or amended only by a written amendment executed by the Parties.
- 14. **Disputes.** The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties in an attempt to reach a mutual resolution. If, after attempting in good faith, the Parties and/or their senior management are unable or unwilling to resolve the dispute, the Parties shall have the right to seek a resolution through the filing of a claim in any court of competent jurisdiction. The Parties shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 15. Access to Wastewater Facilities. At no time during the term of this Agreement shall Customer access the City's wastewater facilities without the express written permission of the City.
- 16. **Venue**. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Amador.
- 17. **Attorney's Fees and Costs**. If any legal action is instituted to enforce any Party's rights hereunder, the prevailing party shall be entitled to its costs and attorney's fees.
- 18. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

- 19. **Authority.** The individuals executing this Agreement on behalf of the City and RUHS-PH each represent and warrant that they have the legal power, right and actual authority to bind the City and RUHS-PH to the terms and conditions hereof and thereof.
- 20. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Customer.
- 21. **Equal Opportunity Employment.** Customer represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 22. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither party has been induced to enter into this Agreement and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 23. **Interpretation.** The City and Customer acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
- 24. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which so executed Agreement shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

CITY OF PLYMOUTH	CUSTOMER
By:	By:
[Name], [Title]	[Name], [Title]
Date:	Date:
ATTESTED TO:	
By:	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: City Attorney	By: