



**CITY OF PLYMOUTH CITY COUNCIL  
SPECIAL MEETING AGENDA  
Monday, January 26, 2026  
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's City Council Zoom Meeting**

**Meeting ID:** 931 2578 8634 **Security Passcode:** 033185

**Invite Link** <https://zoom.us/j/93125788634?pwd=bLNe2SXpcjln30F5okbECINztjC4ip.1>

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](mailto: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.

**Don Nunn, Mayor**

Holger Hornisch, Vice Mayor

Wendy Bottomley, Council Member

Wendy Cranford, 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:**

- Roll Call
- Pledge of Allegiance

**2. APPROVAL OF CITY COUNCIL SPECIAL MEETING AGENDA OF JANUARY 26, 2026**

**3. SPECIAL MEETING PUBLIC COMMENT**

Under provisions of the Government Code, citizens wishing to address the Council for any matter 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 agenda 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. 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.

**4.1 CORRESPONDENCE**

**4.2 APPROVE THE REGULAR MEETING MINUTES OF JANUARY 8, 2026**

**5. SPECIAL AGENDA ITEMS:**

**5.1 RECEIVE AND DISCUSS NBS WATER/SEWER RATE DRAFT  
REPORT WITH POSSIBLE DIRECTION**

**5.2 UPDATE EMPLOYEE HANDBOOK AND MUNICIPAL CODE REVISIONS –  
DIRECTION FOR FUTURE COUNCIL CONSIDERATION**

**6. CITY MANAGER’S REPORT**

**7. MAYOR & COUNCIL MEMBERS’ REPORTS AND COUNCIL REQUESTS FOR FUTURE  
AGENDA ITEMS**

**8. CLOSED SESSION:**

**8.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov.  
Code § 54956.9) – 1 CASE**

*Outfront Media LLC v. City of Plymouth* (Amador County Superior Court Case  
No. 25CV15005)

**8.2 PUBLIC EMPLOYEE APPOINTMENT – CITY MANAGER (Gov. Code §  
54957)**

Discussion and possible action to appoint a permanent City Manager

**9. 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 the 6:30PM January 26, 2026, Special Meeting of the Plymouth City Council was posted and available for review on January 16, 2026, 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](http://cityofplymouth.org).

Signed at Plymouth, California

//s// Victoria McHenry, City Clerk

# AGENDA

# CITY OF PLYMOUTH

## City Council

### SPECIAL MEETING

**MONDAY, JANUARY 26, 2026**  
**at 6:30pm**

Council Chambers  
9426 Main Street, Plymouth, California



**Don Nunn, Mayor**

**Holger Hornisch, Vice Mayor**

**Wendy Cranford, Council Member**

**Wendy Bottomley, Council Member**

**Deborah Dill, Council Member**

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







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Signed at Plymouth, California

//s// Victoria McHenry, City Clerk

**3**

**PUBLIC COMMENT**



# **4.1**

## **CORRESPONDENCE**



**4.2**







**CITY OF PLYMOUTH CITY COUNCIL  
REGULAR MEETING MINUTES DRAFT  
Thursday January 8, 2026  
6:30 PM**

**City Council Chambers - 9426 Main Street - Plymouth, CA**

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Holger Hornisch, Vice Mayor  
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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 6:31pm
- COUNCIL MEMBERS' PRESENT:** Don Nunn, Holger Hornisch, Wendy Bottomley, Wendy Cranford (arrived at 6:36pm), Deborah Dill
- COUNCIL MEMBERS ABSENT:** None
- STAFF/ADVISORY PRESENT:** Andreas Booher, City Attorney, Cameron Begbie, Interim City Manager, Victoria McHenry, City Clerk, Jacob Smith, Audio/Video Technician, Ricky VanDyke, Accountant
- STAFF/ADVISORY ABSENT:** None

**Flag Salute led by Mayor Nunn**

**2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF JANUARY 8, 2026**

Council Member Dill motioned to approve the City Council Regular Meeting Agenda for January 8, 2026, with item 5.1 pulled. Second by Council Member Bottomley. Motion passed with a roll call vote of 4-0-1, with Council Member Cranford absent.

Council Member Cranford arrived at 6:36pm.

**3. REGULAR MEETING PUBLIC COMMENT**

John Burdette spoke representing Excite Energy. He explained what Excite Energy provides and also had handouts for the council and public.

Mo Delich spoke about her traffic concerns of drivers speeding through the roundabout. She mentioned that she'd emailed the council members and would like to discuss this further with them. Ms. Delich stated she does not feel safe walking around town due to speeding drivers.

Rosemarie Moody was happy to hear someone else speaking about the speeding drivers through town. She also asked how many septic companies we have signed for septage dumping. Interim City

Manager Begbie stated at present there is only one company signed.

**4. CONSENT CALENDAR ITEMS:**

**4.1 CORRESPONDENCE**

**4.2 APPROVE THE SPECIAL MEETING MINUTES OF NOVEMBER 26, 2025**

**4.3 APPROVE THE REGULAR MEETING MINUTES OF DECEMBER 11, 2025**

Council Member Bottomley motioned to approve the consent calendar, with item 4.4 pulled for discussion and with amendments to the regular meeting minutes of December 11, 2025. Second by Council Member Dill. Motion passed with a roll call vote of 5-0

**4.4 RECEIVE DECEMBER WARRANT REGISTER**

Council Member Bottomley stated she would like to see a report that shows what the annual budget versus the actual budget. She would like these reports to be done quarterly to see how our spending is going throughout the year. Council Member Bottomley offered her efforts to help this come to fruition.

**5. REGULAR AGENDA ITEMS:**

**5.1 2025 CALIFORNIA BUILDING STANDARDS CODE UPDATE**

This item was pulled.

**5.2 AMENDMENT TO AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP**

Rosemarie Moody commended Council Member Bottomley on her idea on budget reporting. Regarding item 5.2 she asked why the numbers from NBS were presented differently from the original proposal.

Vice Mayor Hornisch motioned to amend the agreement with NBS Government Finance Group. Second by Council Member Cranford. Motion passed with a roll call vote of 5-0.

**5.3 COMCAST ENCROACHMENT PERMIT APPLICATION**

It was clarified by City Attorney Booher, as per our municipal code, encroachment permits are signed off by our City Engineer and this item is for informational purposes only. The permit information was received by the council.

**5.4 AMADOR COUNTY REGIONAL TRAFFIC MITIGATION FEE PROGRAM ANNUAL REPORT**

Council Member Cranford motioned to approve Resolution 2026-01 approving the Fiscal Year 2024/2025 Amador County Regional Traffic Mitigation Fee Program Annual Report. Second by Council Member Cranford. Motion passed with a roll call vote of 5-0.

**6. CITY MANAGER'S REPORT**

Interim City Manager Begbie stated that staff located a significant amount of funds from ACH fees that had bounced back. Staff is in the process of collecting the funds. NBS will be giving a rate study during a special meeting on January 26<sup>th</sup>. Interim City Manager Begbie stated that the sheriff will be increasing their presence in Plymouth. He stated we should see them more often as well as CHP.

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

Council Member Cranford asked City Attorney Booher whether the upcoming townhall was informal and if all Council Members could attend. City Attorney Booher stated if they were to attend, he recommends that they should not comment at the meeting. Council Member Cranford asked if the tribe is planning on having more sheriffs present when the casino opens. She wanted to know if Interim City Manager Begbie knew if they had a plan in place. Interim City Manager Begbie stated he will find that answer by the next meeting. Council Member Cranford apologized for being late to the meeting due to a work issue.

Vice Mayor Hornisch asked if we knew the soft opening date for the casino. Interim City Manager Begbie stated he had heard it was February 23<sup>rd</sup>.

Council Member Dill stated that she and Council Member Bottomley are going to be attending New Council Member training this month. She is looking forward to it.

Council Member Bottomley is very excited about the New Council Member training this month.

Mayor Nunn stated the reason we will be cancelling the January 22<sup>nd</sup> meeting and moving it to January 26<sup>th</sup> is because Council Members Dill and Bottomley will be attending the New Council Member training. He also stated that he attended the recent LAFCO meeting.

## **8. CLOSED SESSION:**

Rosemarie Moody commented on closed session Item 8.2. She stated she hopes that the hiring process will be professional, ethical and non-discriminatory. Ms. Moody also hopes that there will be integrity in the process.

## **ADJOURNMENT INTO CLOSED SESSION AT 7:13PM**

### **8.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code § 54956.9) – 1 CASE**

*Outfront Media LLC v. City of Plymouth* (Amador County Superior Court Case No. 25CV15005)

### **8.2 PUBLIC EMPLOYEE APPOINTMENT – CITY MANAGER (Gov. Code § 54957)**

Review applications and provide direction to staff regarding scheduling of interviews

## **9. ADJOURNMENT AT 9:02 PM WITH NO REPORTABLE ACTION TAKEN IN CLOSED SESSION**

Respectfully submitted at Plymouth, California

//s//

Victoria McHenry City Clerk



**5.1**





**CITY COUNCIL AGENDA ITEM NO. 5.1**

**01/26/2026**

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**SUBJECT:** Presentation of the updated Water and Wastewater rate study and requesting City Council input and direction.

**DEPARTMENT:** City Manager’s Office

**STAFF:** Cameron Begbie, Interim City Manager

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**TITLE**

**PRESENTATION ON WATER AND WASTEWATER RATE STUDY AND REQUESTING CITY COUNCIL INPUT AND DIRECTION TO DO PROP 218 RATE SETTING.**

**BACKGROUND**

California Proposition 218 requires agencies to notify property owners and ratepayers of proposed changes to utility rates, and to hold a public hearing prior to implementing any increases. The purpose of this process is to ensure transparency and allow for public participation.

Water and wastewater systems are essential services funded entirely by user rates. Periodic rate reviews and adjustments are necessary to ensure that revenues are sufficient to support operations, maintenance, capital improvements, regulatory compliance, and long-term financial stability.

The City’s most recent rate study was completed in 2017, and rate adjustments were last adopted in 2011. Since that time, increases in operating costs, infrastructure needs, and regulatory requirements have impacted the City’s utility funds.

**DISCUSSION**

In partnership with City staff, NBS is conducting comprehensive rate studies evaluating the City’s water and wastewater enterprise funds. The studies review current and projected operating expenses, capital improvement needs, reserve targets, and revenue requirements over a five-year planning period.

Key factors driving the proposed rate adjustments include:

- Aging infrastructure requiring rehabilitation and replacement
- Inflationary increases in labor, energy, and chemical costs
- State and federal regulatory mandates
- The need to maintain reserve levels and debt service coverage ratios



## **CITY COUNCIL AGENDA ITEM NO. 5.1**

**01/26/2026**

Results of the studies will be presented with various rate scenarios. Staff and NBS are seeking direction from Council regarding the preferred rate scenario to proceed with the legislative steps necessary for rate approval

### **ENVIRONMENTAL DETERMINATION**

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

### **FISCAL IMPACT**

Approval of the rate adjustments is necessary to ensure the financial health of the City's water and wastewater utilities. Without the adjustments, the City risks falling short of funding obligations for operations and capital projects.

Mailing costs and consultant support for the Proposition 218 process are included in the current contract and will be paid from the Water and Wastewater Enterprise Funds.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Receive a presentation on the proposed adjustments to water and wastewater rates.
2. Provide direction regarding the preferred rate scenario.
3. Authorize NBS to proceed with preparation of the Rate Report, Notice of Public Hearing and work with staff to schedule the next legislative steps of the Proposition 218 process.

### **ATTACHMENT(S)**

1. Rate study slide presentation



The background of the slide features a dynamic water splash. On the left, a stream of water falls into a pool, creating a large, frothy splash that fills the center of the frame. The water is captured in mid-motion, with numerous bubbles and droplets visible. The color palette is primarily light blue and white, with a dark blue curved shape in the top left corner and a green curved shape in the bottom left corner.

# ***City of Plymouth Overview of Water and Sewer Rate Study January 26, 2026***

# Overview of a Rate Study

# Rate Study Purpose & Methodology

## Why Prepare a Rate Study?

1. Required to comply with Prop 218
2. Typically prepared every 5 years
3. They demonstrate the fairness & equity of customer rates

## General Rate Study Methodology:



# Rate Study Methodology – Financial Plan

## What are “Net Revenue Requirements”?

The Financial Plan estimates the costs to be recovered from customer rates:

### **O&M Costs**

**+ Debt Service**

**+ Capital Costs**

**- Non-Rate Revenues\***

### **Net Revenue Requirements**

*\* licenses, fines, application fees, etc.*

These costs should also include funding for adequate levels of reserves.

# Rate Study Methodology – Financial Plan

## Financial Plan

**Utility Revenue:** The total income generated from customer service rates to cover operational expenses, debt repayments, and capital projects, minus alternative income sources like fees and fines. It includes a provision for reserves to ensure the utility's long-term financial stability and service reliability.

**Operations and Maintenance (O&M) Bucket:** This is the first bucket. It covers the costs of running and maintaining the service or infrastructure. The day-to-day expenses to keep things going.

**Reserves Bucket:** Once O&M is funded, the money can flow to the next bucket. This bucket is for operating and capital reserves, used for operational variances and for future significant investments or infrastructure upgrades.

**Rate-Funded Capital or Other Expenditures Bucket:** If there's money left over after filling the first two buckets, it can then be allocated to other areas in the utility enterprise such as pay-as-you-go rate-funded capital projects.

## Utility Revenue



# Rate Study Methodology – Cost of Service

## How Are Water Costs Assigned to Customers?

Cost of Service Analysis (COSA) allocates costs based on the cost to serve each type of customer.

**Water Costs** are typically allocated by:

1. System Capacity Costs (based on system meter size factors)
2. Commodity Costs (annual consumption)
3. Customer Costs (number of accounts)

**Cost Allocations** – Costs are then allocated to each customer class based on their proportional share of the above criteria.

# Rate Study Methodology – Cost of Service

## How Are Sewer Costs Assigned to Customers?

**Sewer Costs** are typically allocated to customers based on:

1. Flow-Related Costs (the amount of effluent generated)
2. Effluent Strength-Related Costs
  - Biochemical Oxygen Demand (BOD/COD)
  - Total Suspended Solids (TSS)
3. Customer Costs

**What are Customer Classes?** – Customers with similar characteristics (effluent strength, volume, system demands, etc.) are grouped into classes.

*(Note: Costs, rates and Prop 218 requirements are focused on Classes, not individual customers or properties)*

# Rate Study Methodology – Rate Design

## What are Rate Design Objectives?

- Rates are proportional to cost of service (i.e., the cost to serve each customer or customer class)
- The San Juan Capistrano court decision (2015) mandated that rates “demonstrate the cost basis” in order to comply with Prop 218
- Equitable & non-discriminating
- Ease of administration and understanding
- Provide revenue stability



# Water Rate Study Overview

# Water Rate Study Objectives

## Purpose of a Water Rate Study:

- Ensuring water rates will be able to cover all operating and maintenance costs.
- Build appropriate reserve funds.
- Complying with legal requirements of Prop 218.

The cover features a large green triangle on the left side, pointing towards the top right corner. The rest of the background is white. A dark blue horizontal bar is at the very top. The title is written in a bold, dark blue font, oriented vertically on the right side of the page.

# **Water Utility Financial Plan Summary**

# Summary of Water Revenue Requirements

Summary of Sources and Uses of Funds and Net Revenue Requirements		Actual	Budget	5-Year Projected Rate Period				
		FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
<b>Sources of Water Funds</b>								
Rate Revenue	\$ 650,000	\$ 650,000	\$ 663,000	\$ 676,260	\$ 689,785	\$ 703,581	\$ 717,653	
Wholesale Water Sales	9,000	-	-	-	-	-	-	
Interest Earnings	84,950	78,450	80,019	81,619	83,252	84,917	86,615	
<b>Total Sources of Funds:</b>	<b>\$ 743,950</b>	<b>\$ 728,450</b>	<b>\$ 743,019</b>	<b>\$ 757,879</b>	<b>\$ 773,037</b>	<b>\$ 788,498</b>	<b>\$ 804,268</b>	
<b>Uses of Water Funds</b>								
Operating Expenses	\$ 777,533	\$ 736,054	\$ 774,929	\$ 816,828	\$ 862,049	\$ 910,922	\$ 963,812	
Debt Service	146,261	146,566	149,766	149,613	149,309	148,851	151,289	
Rate-Funded Capital Expenses	-	-	-	-	-	-	-	
<b>Total Use of Funds:</b>	<b>\$ 923,794</b>	<b>\$ 882,620</b>	<b>\$ 924,695</b>	<b>\$ 966,441</b>	<b>\$ 1,011,358</b>	<b>\$ 1,059,773</b>	<b>\$ 1,115,101</b>	
<b>Surplus (Deficiency) before Rate Increase</b>	<b>\$ (179,844)</b>	<b>\$ (154,170)</b>	<b>\$ (181,676)</b>	<b>\$ (208,562)</b>	<b>\$ (238,321)</b>	<b>\$ (271,275)</b>	<b>\$ (310,834)</b>	
Additional Revenue from Rate Increases <sup>1</sup>	-	-	198,900	308,375	374,802	447,450	526,843	
<b>Surplus (Deficiency) after Rate Increase</b>	<b>\$ (179,844)</b>	<b>\$ (154,170)</b>	<b>\$ 17,224</b>	<b>\$ 99,813</b>	<b>\$ 136,480</b>	<b>\$ 176,176</b>	<b>\$ 216,009</b>	
<b>Projected Annual Rate Increase</b>	<b>0.00%</b>	<b>0.00%</b>	<b>30.00%</b>	<b>12.00%</b>	<b>6.00%</b>	<b>6.00%</b>	<b>6.00%</b>	
Cumulative Rate Increases	0.00%	0.00%	30.00%	45.60%	54.34%	63.60%	73.41%	
<b>Net Revenue Requirement<sup>2</sup></b>	<b>\$ 830,149</b>	<b>\$ 807,370</b>	<b>\$ 844,523</b>	<b>\$ 884,518</b>	<b>\$ 927,649</b>	<b>\$ 977,294</b>	<b>\$ 1,026,109</b>	

1. Assumes new rates are implemented July 1, 2026.

2. This is the annual amount needed from water rates. [Net Revenue Requirement = Total Use of Funds - (Non-Rate Revenues + Interest Earnings)].

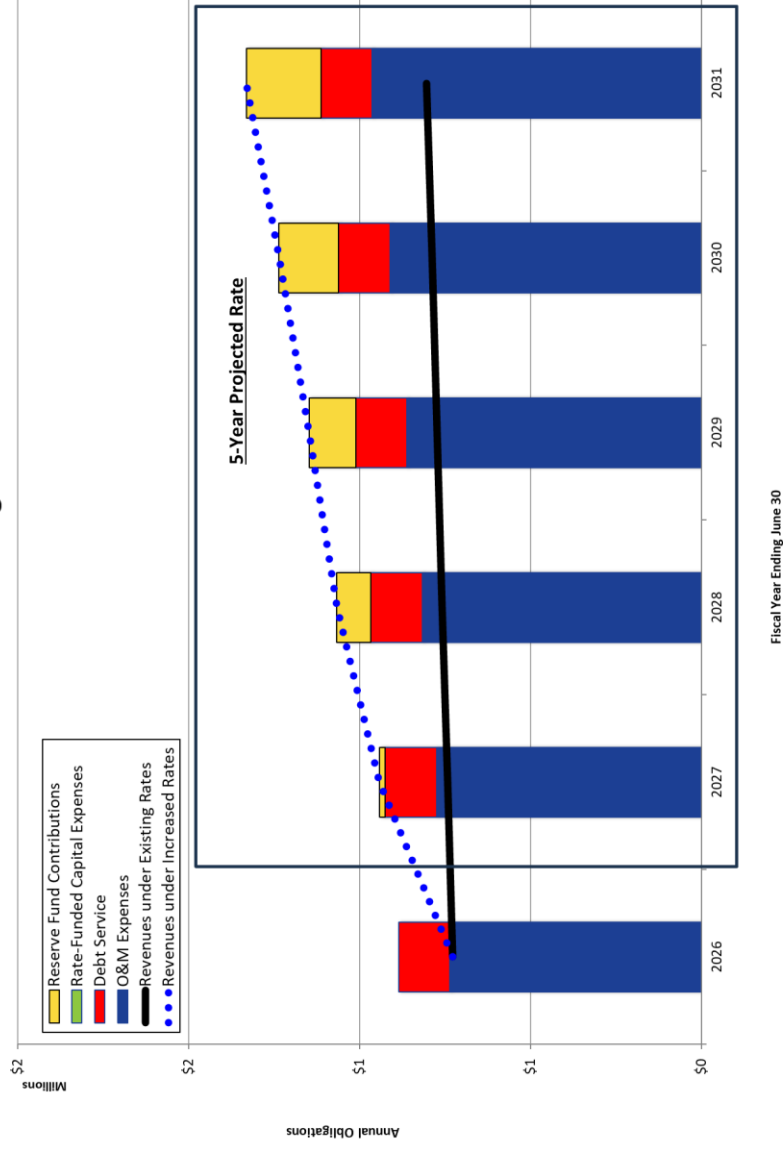
- **Year 1 and Year 2 rate adjustments have been smoothed, but these adjustments are still critical to address existing budget deficit**
- **Years 3 through 5 rate adjustments necessary to keep pace with inflation and begin to build reserve levels from current negative balance**

# Water Rate Study – Financial Plan

## Graphical Picture of Water Financial Plan:

Revenues under increased rates  
will be used to pay for expenses  
as well as replenish reserve  
levels (shown on next slide)

**Water Revenue Requirements vs.  
Revenue Under Existing and Increased Rates**

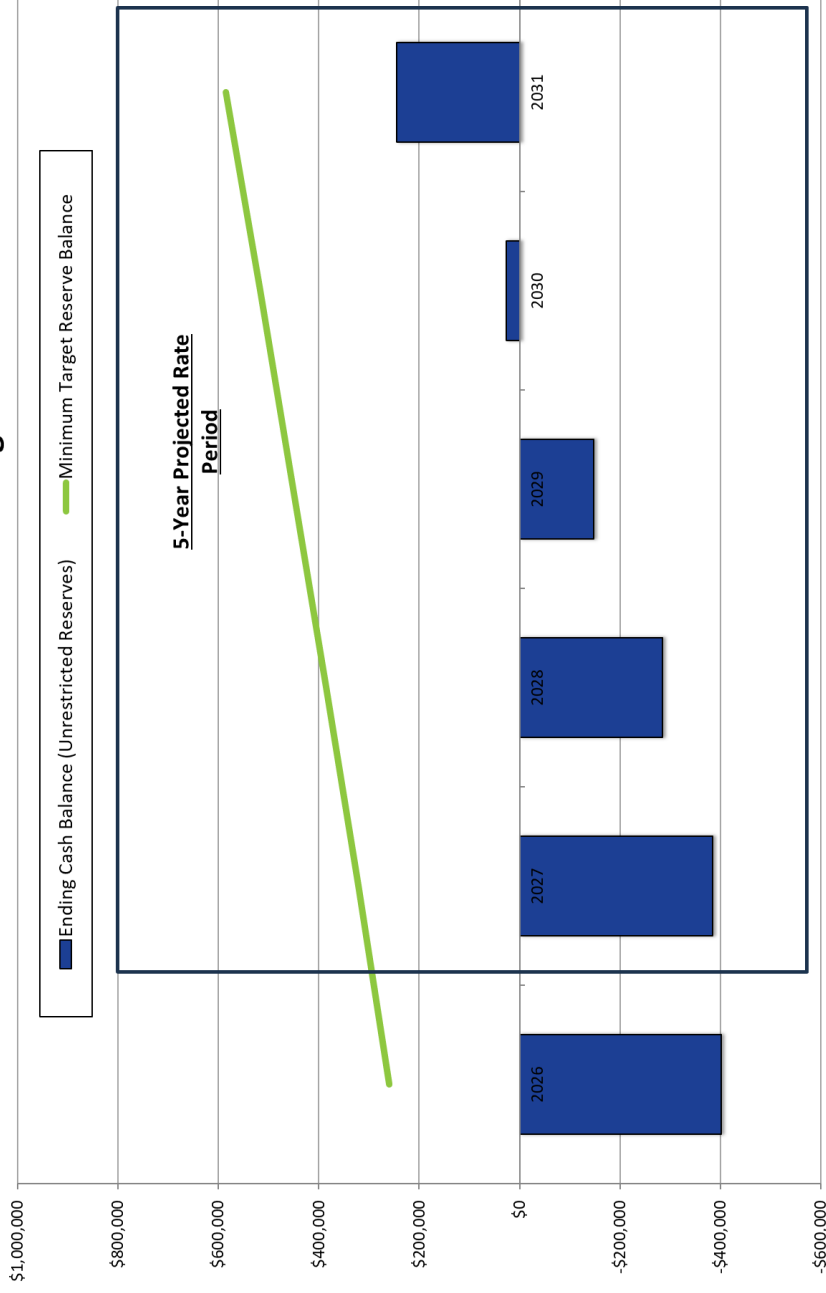


**Note: No rate-funded capital expenditures are depicted because those funds are allocated to reserve replenishment**

# Reserve Fund Levels

**Water Reserves  
Under Proposed  
Water Rates &  
Financial Plan:**

**Ending Cash Balances vs.  
Recommended Reserve Targets**



Fiscal Year Ending June 30

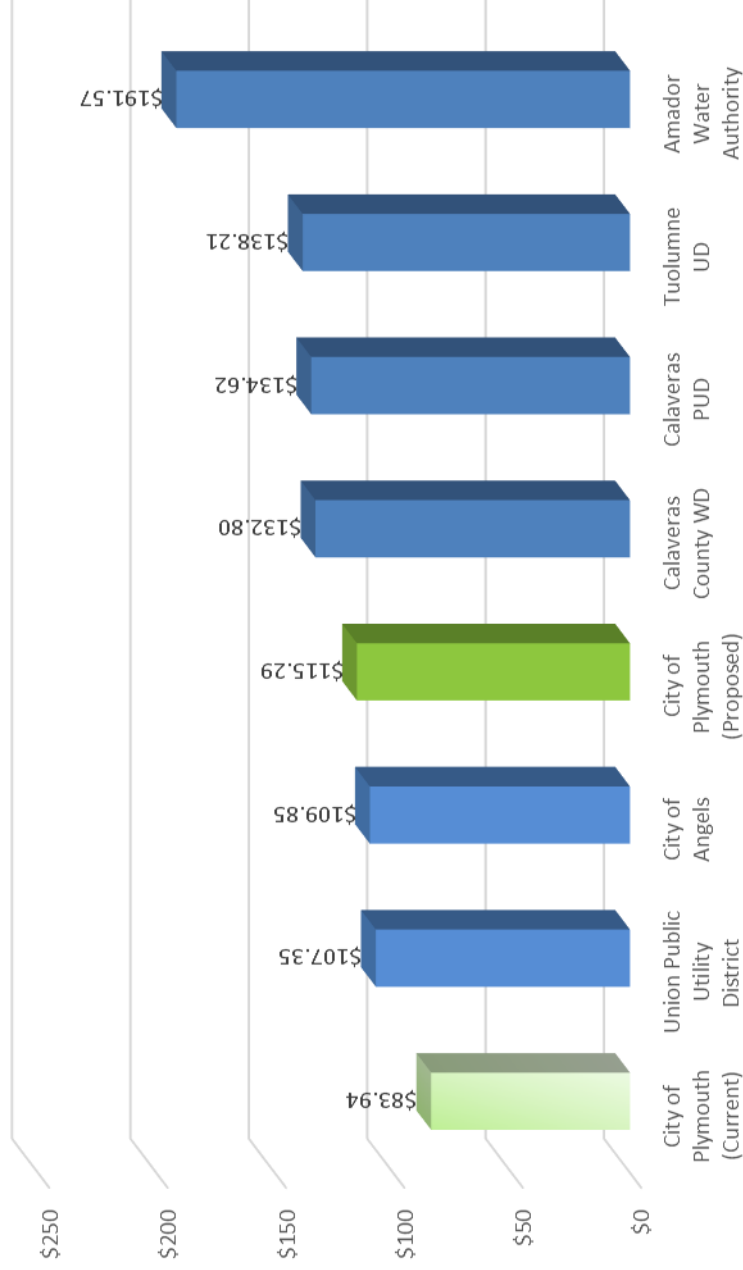
# Proposed Draft Water Rate Schedule

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
Monthly Fixed Service Charge						
3/4 inch	\$33.23	\$43.16	\$48.34	\$51.24	\$54.32	\$57.58
1 inch	\$54.60	\$71.10	\$79.63	\$84.41	\$89.47	\$94.84
1 1/2 inch	\$107.56	\$140.94	\$157.86	\$167.33	\$177.37	\$188.01
2 inch	\$171.35	\$224.76	\$251.73	\$266.83	\$282.84	\$299.81
3 inch	\$320.32	\$448.26	\$502.05	\$532.17	\$564.10	\$597.94
4 inch	\$533.08	\$699.69	\$783.66	\$830.68	\$880.52	\$933.35
6 inch	\$1,064.50	\$1,397.99	\$1,565.75	\$1,659.69	\$1,759.28	\$1,864.83
Commodity Rate (\$/CCF) <sup>1</sup>						
Commodity Rate	\$4.61	\$6.56	\$7.34	\$7.78	\$8.25	\$8.75

1. CCF = Hundred Cubic Feet or 748 gallons.

# Proposed Water Rate Regional Comparison

Estimated SFR Water Monthly Charge  
 \* Assumes 3/4" Meter, 11 HCF Consumption





A large green triangle with a diagonal line from the bottom-left corner to the top-right corner, set against a white background.

# **Water Utility Rate Alternative – #1**

# Summary of Water Revenue Requirements

Summary of Sources and Uses of Funds and		Actual		Budget	5-Year Projected Rate Period				
Net Revenue Requirements		FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	
<b>Sources of Water Funds</b>									
Rate Revenue		\$ 650,000	\$ 650,000	\$ 663,000	\$ 676,260	\$ 689,785	\$ 703,581	\$ 717,653	
Wholesale Water Sales		9,000	-	-	-	-	-	-	
Interest Earnings		84,950	78,450	80,019	81,619	83,252	84,917	86,615	
<b>Total Sources of Funds:</b>		<b>\$ 743,950</b>	<b>\$ 728,450</b>	<b>\$ 743,019</b>	<b>\$ 757,879</b>	<b>\$ 773,037</b>	<b>\$ 788,498</b>	<b>\$ 804,268</b>	
<b>Uses of Water Funds</b>									
Operating Expenses		\$ 777,533	\$ 736,054	\$ 774,929	\$ 816,828	\$ 862,049	\$ 910,922	\$ 963,812	
Debt Service		146,261	146,566	149,766	149,613	149,309	148,851	151,289	
Rate-Funded Capital Expenses		-	-	-	-	-	-	-	
<b>Total Use of Funds:</b>		<b>\$ 923,794</b>	<b>\$ 882,620</b>	<b>\$ 924,695</b>	<b>\$ 966,441</b>	<b>\$ 1,011,358</b>	<b>\$ 1,059,773</b>	<b>\$ 1,115,101</b>	
<b>Surplus (Deficiency) before Rate Increase</b>		<b>\$ (179,844)</b>	<b>\$ (154,170)</b>	<b>\$ (181,676)</b>	<b>\$ (208,562)</b>	<b>\$ (238,321)</b>	<b>\$ (271,275)</b>	<b>\$ (310,834)</b>	
Additional Revenue from Rate Increases <sup>1</sup>		-	-	79,560	172,041	279,313	403,517	547,096	
<b>Surplus (Deficiency) after Rate Increase</b>		<b>\$ (179,844)</b>	<b>\$ (154,170)</b>	<b>\$ (102,116)</b>	<b>\$ (36,521)</b>	<b>\$ 40,992</b>	<b>\$ 132,242</b>	<b>\$ 236,263</b>	
<b>Projected Annual Rate Increase</b>		<b>0.00%</b>	<b>0.00%</b>	<b>12.00%</b>	<b>12.00%</b>	<b>12.00%</b>	<b>12.00%</b>	<b>12.00%</b>	
<b>Cumulative Rate Increases</b>		<b>0.00%</b>	<b>0.00%</b>	<b>12.00%</b>	<b>25.44%</b>	<b>40.49%</b>	<b>57.35%</b>	<b>76.23%</b>	
<b>Net Revenue Requirement<sup>2</sup></b>		<b>\$ 830,149</b>	<b>\$ 807,370</b>	<b>\$ 844,523</b>	<b>\$ 884,518</b>	<b>\$ 927,649</b>	<b>\$ 977,294</b>	<b>\$ 1,026,109</b>	

1. Assumes new rates are implemented July 1, 2026.

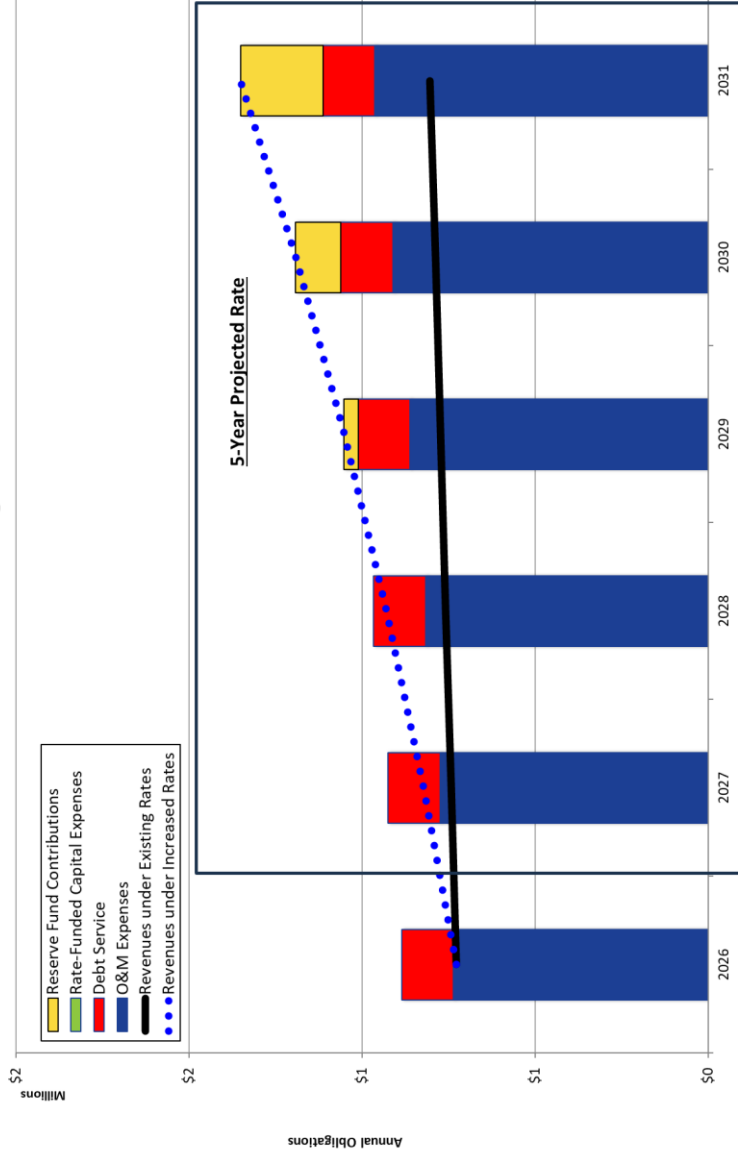
2. This is the annual amount needed from water rates. [Net Revenue Requirement = Total Use of Funds - (Non-Rate Revenues + Interest Earnings)].

# Water Rate Study – Financial Plan

## Graphical Picture of Water Financial Plan:

Revenues under increased rates will be used to pay for expenses as well as replenish reserve levels (shown on next slide)

Water Revenue Requirements vs.  
Revenue Under Existing and Increased Rates



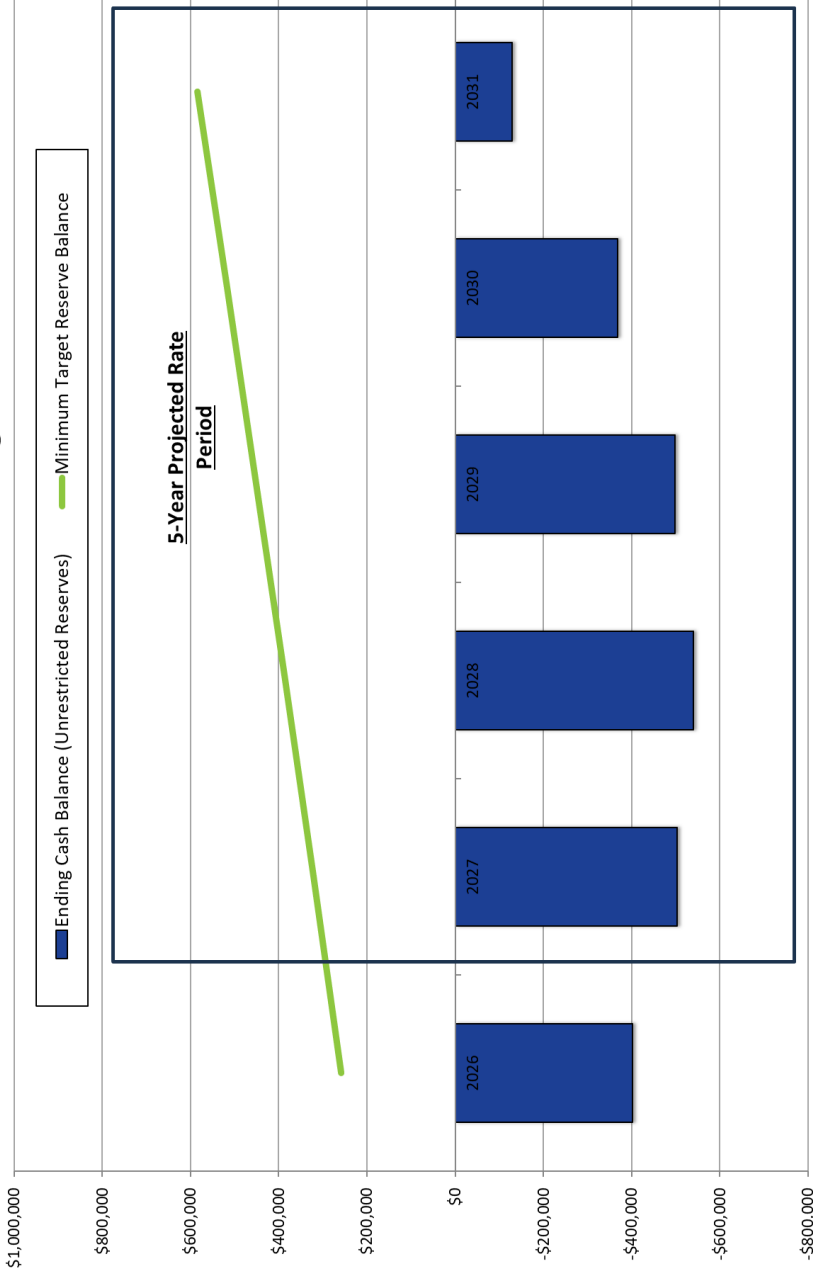
Fiscal Year Ending June 30

**Note: No rate-funded capital expenditures are depicted because those funds are allocated to reserve replenishment**

# Reserve Fund Levels

**Water Reserves  
Under Proposed  
Water Rates &  
Financial Plan:**

**Ending Cash Balances vs.  
Recommended Reserve Targets**



Fiscal Year Ending June 30

# Proposed Draft Water Rate Schedule

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
Monthly Fixed Service Charge						
3/4 inch	\$33.23	\$37.19	\$41.65	\$46.65	\$52.24	\$58.51
1 inch	\$54.60	\$61.25	\$68.61	\$76.84	\$86.06	\$96.39
1 1/2 inch	\$107.56	\$121.43	\$136.00	\$152.32	\$170.60	\$191.07
2 inch	\$171.35	\$193.64	\$216.87	\$242.90	\$272.04	\$304.69
3 inch	\$320.32	\$386.19	\$432.53	\$484.44	\$542.57	\$607.68
4 inch	\$533.08	\$602.81	\$675.15	\$756.17	\$846.91	\$948.54
6 inch	\$1,064.50	\$1,204.42	\$1,348.95	\$1,510.83	\$1,692.13	\$1,895.18
Commodity Rate (\$/CCF) <sup>1</sup>						
Commodity Rate	\$4.61	\$5.65	\$6.33	\$7.09	\$7.94	\$8.89

1. CCF = Hundred Cubic Feet or 748 gallons.

The graphic features a solid blue horizontal bar at the top. Below it, a large green triangle points from the top-left towards the bottom-right, with its hypotenuse separating the green area from a white area on the right. The text is positioned in the white area.

# **Water Utility Rate Alternative – #2**

# Summary of Water Revenue Requirements

Summary of Sources and Uses of Funds and		Actual		Budget	5-Year Projected Rate Period				
Net Revenue Requirements		FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	
<b>Sources of Water Funds</b>									
Rate Revenue		\$ 650,000	\$ 650,000	\$ 663,000	\$ 676,260	\$ 689,785	\$ 703,581	\$ 717,653	
Wholesale Water Sales		9,000	-	-	-	-	-	-	
Interest Earnings		84,950	78,450	80,019	81,619	83,252	84,917	86,615	
<b>Total Sources of Funds:</b>		<b>\$ 743,950</b>	<b>\$ 728,450</b>	<b>\$ 743,019</b>	<b>\$ 757,879</b>	<b>\$ 773,037</b>	<b>\$ 788,498</b>	<b>\$ 804,268</b>	
<b>Uses of Water Funds</b>									
Operating Expenses		\$ 777,533	\$ 736,054	\$ 774,929	\$ 816,828	\$ 862,049	\$ 910,922	\$ 963,812	
Debt Service		146,261	146,566	149,766	149,613	149,309	148,851	151,289	
Rate-Funded Capital Expenses		-	-	-	-	-	-	-	
<b>Total Use of Funds:</b>		<b>\$ 923,794</b>	<b>\$ 882,620</b>	<b>\$ 924,695</b>	<b>\$ 966,441</b>	<b>\$ 1,011,358</b>	<b>\$ 1,059,773</b>	<b>\$ 1,115,101</b>	
<b>Surplus (Deficiency) before Rate Increase</b>		<b>\$ (179,844)</b>	<b>\$ (154,170)</b>	<b>\$ (181,676)</b>	<b>\$ (208,562)</b>	<b>\$ (238,321)</b>	<b>\$ (271,275)</b>	<b>\$ (310,834)</b>	
Additional Revenue from Rate Increases <sup>1</sup>		-	-	132,600	265,094	347,210	438,773	540,765	
<b>Surplus (Deficiency) after Rate Increase</b>		<b>\$ (179,844)</b>	<b>\$ (154,170)</b>	<b>\$ (49,076)</b>	<b>\$ 56,532</b>	<b>\$ 108,889</b>	<b>\$ 167,498</b>	<b>\$ 229,931</b>	
<b>Projected Annual Rate Increase</b>		<b>0.00%</b>	<b>0.00%</b>	<b>20.00%</b>	<b>16.00%</b>	<b>8.00%</b>	<b>8.00%</b>	<b>8.00%</b>	
<b>Cumulative Rate Increases</b>		<b>0.00%</b>	<b>0.00%</b>	<b>20.00%</b>	<b>39.20%</b>	<b>50.34%</b>	<b>62.36%</b>	<b>75.35%</b>	
<b>Net Revenue Requirement<sup>2</sup></b>		<b>\$ 830,149</b>	<b>\$ 807,370</b>	<b>\$ 844,523</b>	<b>\$ 884,518</b>	<b>\$ 927,649</b>	<b>\$ 977,294</b>	<b>\$ 1,026,109</b>	

1. Assumes new rates are implemented July 1, 2026.

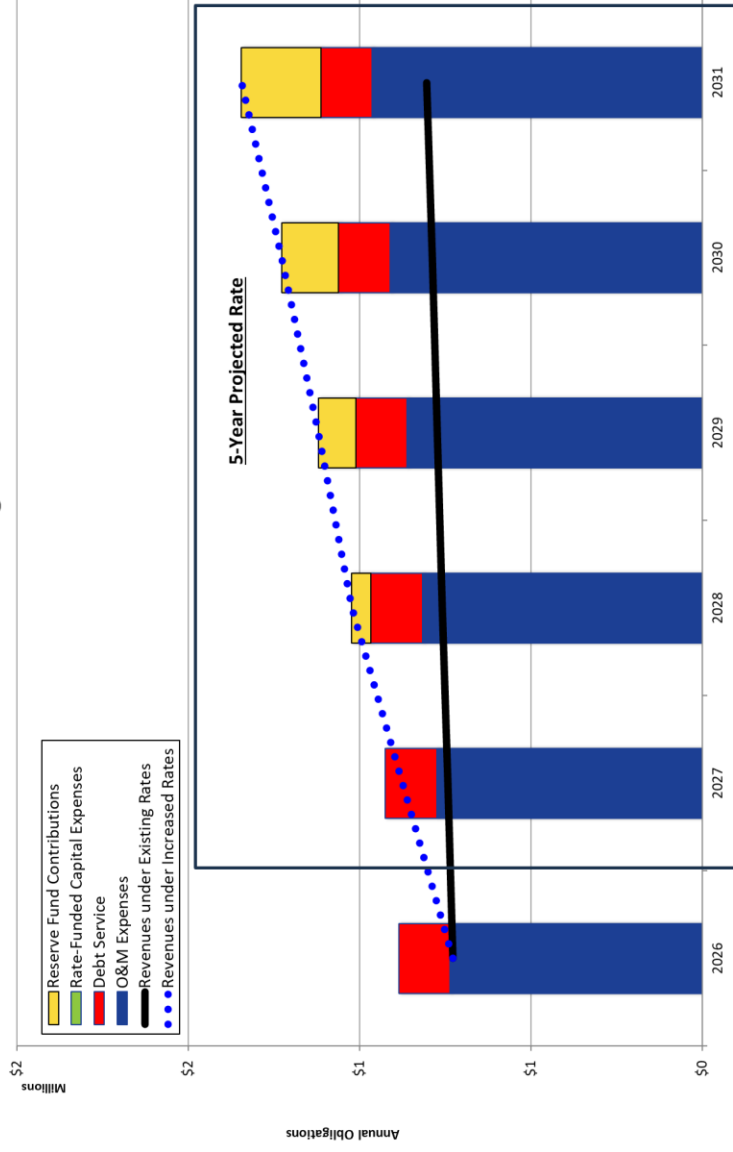
2. This is the annual amount needed from water rates. [Net Revenue Requirement = Total Use of Funds - (Non-Rate Revenues + Interest Earnings)].

# Water Rate Study – Financial Plan

## Graphical Picture of Water Financial Plan:

Revenues under increased rates will be used to pay for expenses as well as replenish reserve levels (shown on next slide)

**Water Revenue Requirements vs.  
Revenue Under Existing and Increased Rates**



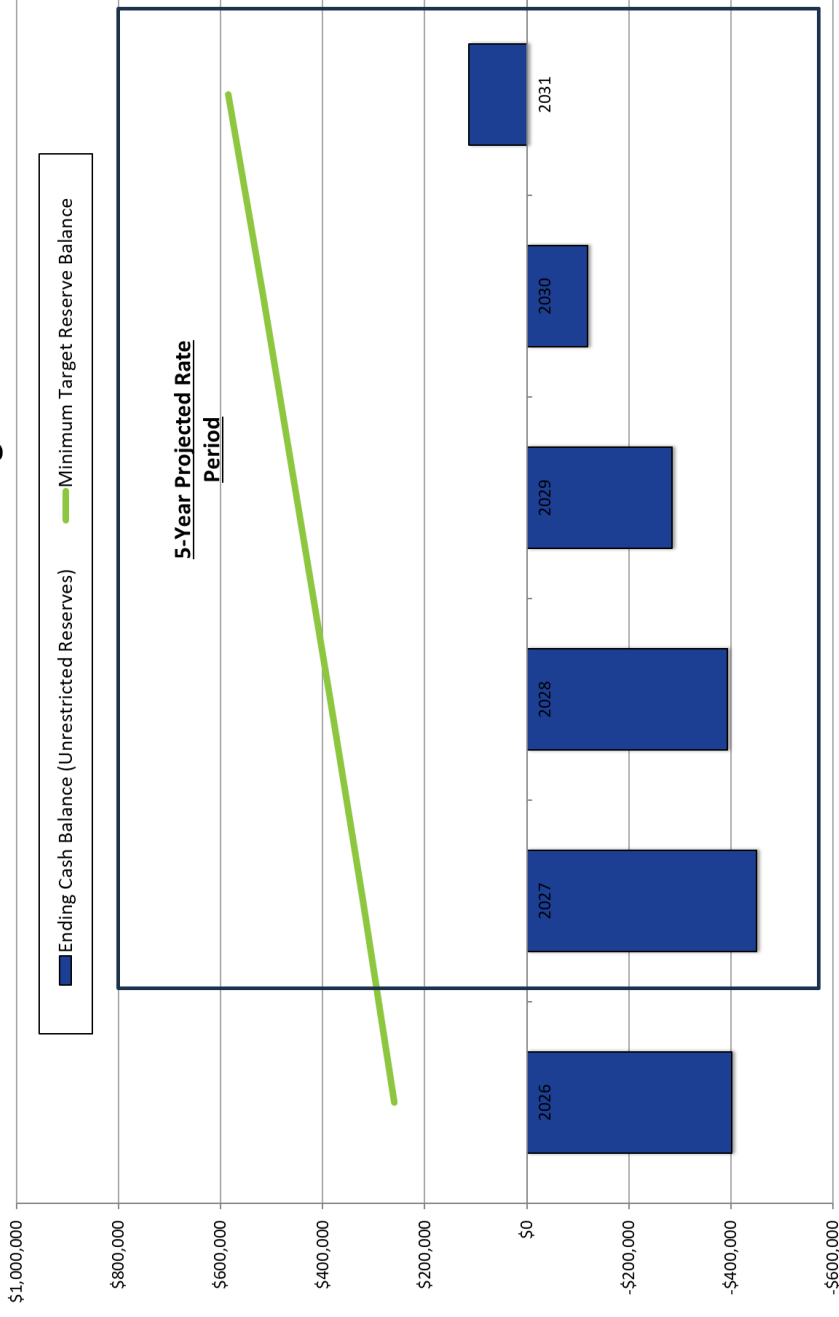
**Note: No rate-funded capital expenditures are depicted because those funds are allocated to reserve replenishment**



# Reserve Fund Levels

**Water Reserves  
Under Proposed  
Water Rates &  
Financial Plan:**

**Ending Cash Balances vs.  
Recommended Reserve Targets**



Fiscal Year Ending June 30

# Proposed Draft Water Rate Schedule

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
Monthly Fixed Service Charge						
3/4 inch	\$33.23	\$39.84	\$46.22	\$49.91	\$53.91	\$58.22
1 inch	\$54.60	\$65.63	\$76.13	\$82.22	\$88.80	\$95.90
1 1/2 inch	\$107.56	\$130.10	\$150.92	\$162.99	\$176.03	\$190.11
2 inch	\$171.35	\$207.47	\$240.66	\$259.91	\$280.71	\$303.16
3 inch	\$320.32	\$413.77	\$479.98	\$518.38	\$559.85	\$604.63
4 inch	\$533.08	\$645.87	\$749.21	\$809.15	\$873.88	\$943.79
6 inch	\$1,064.50	\$1,290.45	\$1,496.92	\$1,616.68	\$1,746.01	\$1,885.69
Commodity Rate (\$/CCF) <sup>1</sup>						
Commodity Rate	\$4.61	\$6.05	\$7.02	\$7.58	\$8.19	\$8.85

1. CCF = Hundred Cubic Feet or 748 gallons.

# Sewer Rate Study Overview

# Sewer Rate Study Objectives

## Purpose of a Sewer Rate Study:

- Ensuring sewer rates will be able to cover all operating and maintenance costs.
- Ensuring sufficient funding for essential Capital Improvement Projects.
- Maintaining appropriate reserve funds.
- Complying with legal requirements of Prop 218.

# Equivalent Dwelling Units

## Current Code of Ordinances

- EDU method based on 2013 Wastewater Collection System Master Plan
- Used 200 gallons per day based on peak water usage November - April
- EDUs to be updated annually, but not recalculated for several years

## Revised EDU Calculation

- Considers volume and strength of effluent (BOD & TSS)
- Residential – 1 EDU per Unit
- Other Customer Classes – EDUs calculated based on volume & strength factors
- 125 gallons per day basis from current customer data



# **Sewer Utility Financial Plan Summary**

# Summary of Sewer Revenue Requirements

Summary of Sources and Uses of Funds and Net Revenue Requirements		Budget	5-Year Projected Rate Period				
		FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
<b>Sources of Sewer Funds</b>							
Sewer Service Fees		\$ 620,000	\$ 632,400	\$ 645,048	\$ 657,949	\$ 671,108	\$ 684,530
Low Income Credit		(2,880)	(2,938)	(2,996)	(3,056)	(3,117)	(3,180)
Sewer Misc Fees		67,400	68,748	70,123	71,525	72,956	74,415
<b>Total Sources of Funds:</b>		<b>\$ 684,520</b>	<b>\$ 698,210</b>	<b>\$ 712,175</b>	<b>\$ 726,418</b>	<b>\$ 740,946</b>	<b>\$ 755,765</b>
<b>Uses of Sewer Funds</b>							
Operating Expenses:		\$ 682,892	\$ 723,963	\$ 770,155	\$ 822,571	\$ 882,616	\$ 952,079
Other Expenditures:		\$ -	-	-	\$ -	\$ -	\$ -
Existing Debt Service		\$ 23,700	\$ 25,700	\$ 24,550	\$ 8,400	\$ -	\$ -
<b>Total Use of Funds:</b>		<b>\$ 706,592</b>	<b>\$ 749,663</b>	<b>\$ 794,705</b>	<b>\$ 830,971</b>	<b>\$ 882,616</b>	<b>\$ 952,079</b>
<b>Surplus (Deficiency) before Rate Increase</b>		<b>\$ (22,072)</b>	<b>\$ (51,453)</b>	<b>\$ (82,530)</b>	<b>\$ (104,553)</b>	<b>\$ (141,670)</b>	<b>\$ (196,313)</b>
Additional Revenue from Rate Increases <sup>1</sup>		-	31,620	66,117	103,709	144,628	189,123
<b>Surplus (Deficiency) after Rate Increase</b>		<b>\$ (22,072)</b>	<b>\$ (19,833)</b>	<b>\$ (16,413)</b>	<b>\$ (844)</b>	<b>\$ 2,958</b>	<b>\$ (7,190)</b>
<b>Projected Annual Rate Increase</b>		<b>0.00%</b>	<b>5.00%</b>	<b>5.00%</b>	<b>5.00%</b>	<b>5.00%</b>	<b>5.00%</b>
<b>Cumulative Rate Increases</b>		<b>0.00%</b>	<b>5.00%</b>	<b>10.25%</b>	<b>15.76%</b>	<b>21.55%</b>	<b>27.63%</b>
<b>Net Revenue Requirement<sup>2</sup></b>		<b>\$ 642,072</b>	<b>\$ 683,853</b>	<b>\$ 727,578</b>	<b>\$ 762,502</b>	<b>\$ 812,778</b>	<b>\$ 880,843</b>

1. Assumes new rates are implemented July 1, 2026.

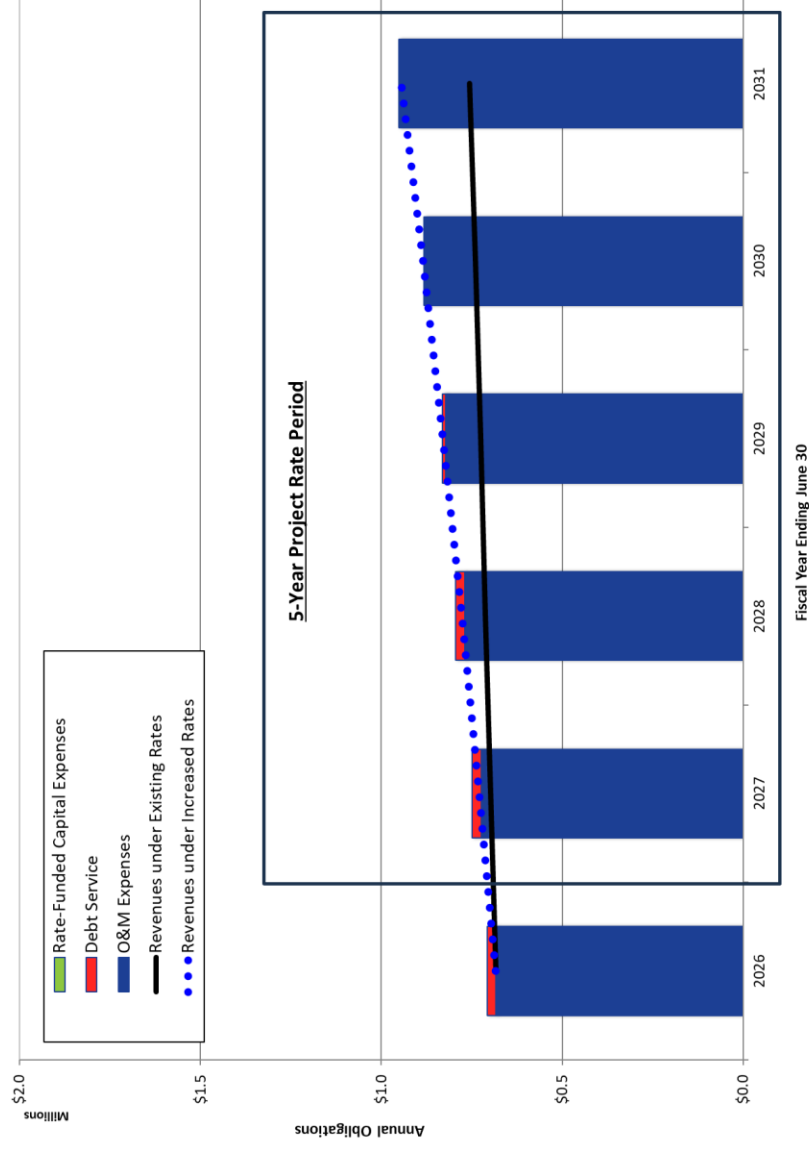
2. This is the annual amount needed from sewer rates. [Net Revenue Requirement = Total Use of Funds - (Non-Rate Revenues + Interest Earnings)].

# Sewer Rate Study – Financial Plan

## Graphical Picture of Sewer Financial Plan:

Revenues under increased rates  
will be used to pay for expenses  
as well as maintain reserve  
levels (shown on next slide)

### Revenue Requirements vs. Revenue Under Existing and Increased Rates



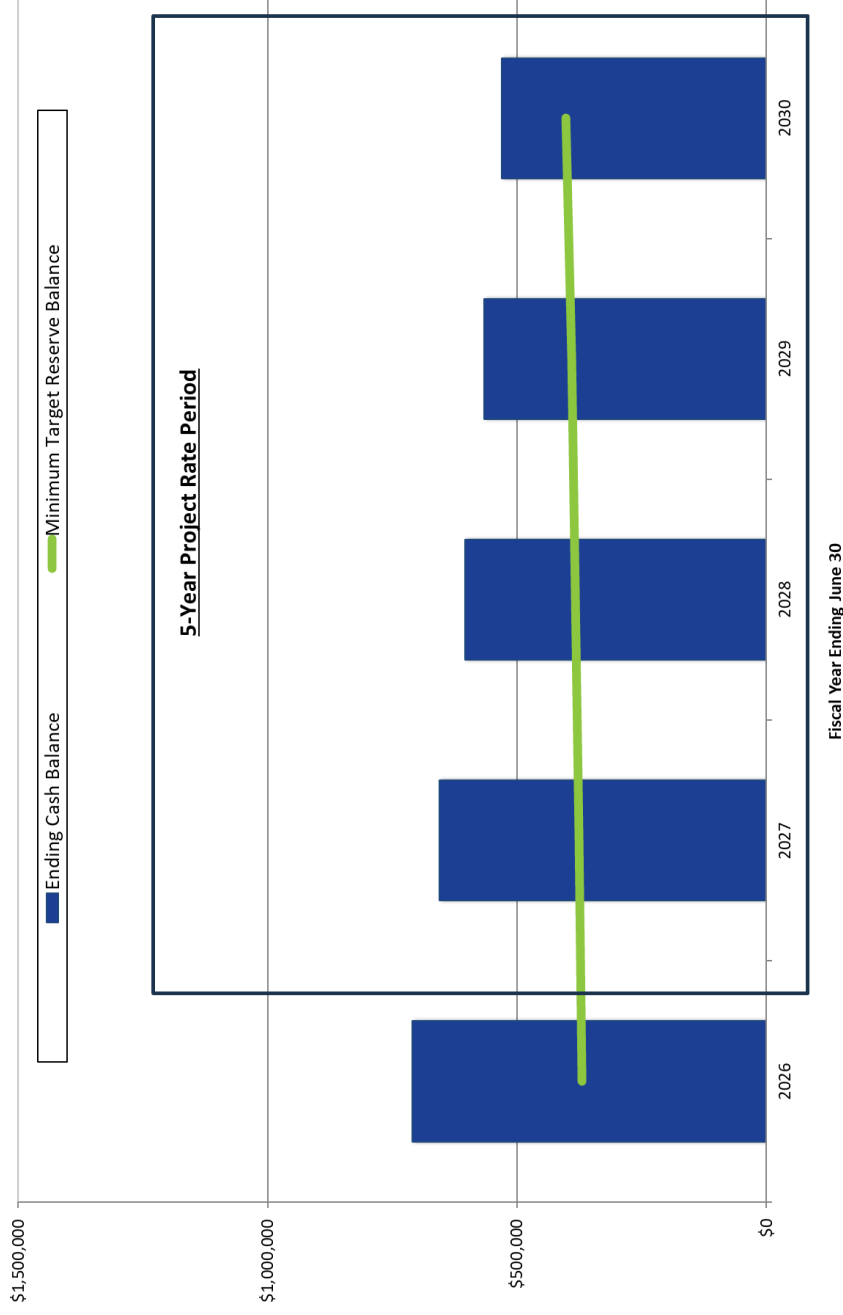
**Note: No rate-funded capital expenditures are depicted because the minimal capital costs are funded via capital reserves**



# Reserve Fund Levels

**Sewer Reserves  
Under Proposed  
Sewer Rates &  
Financial Plan:**

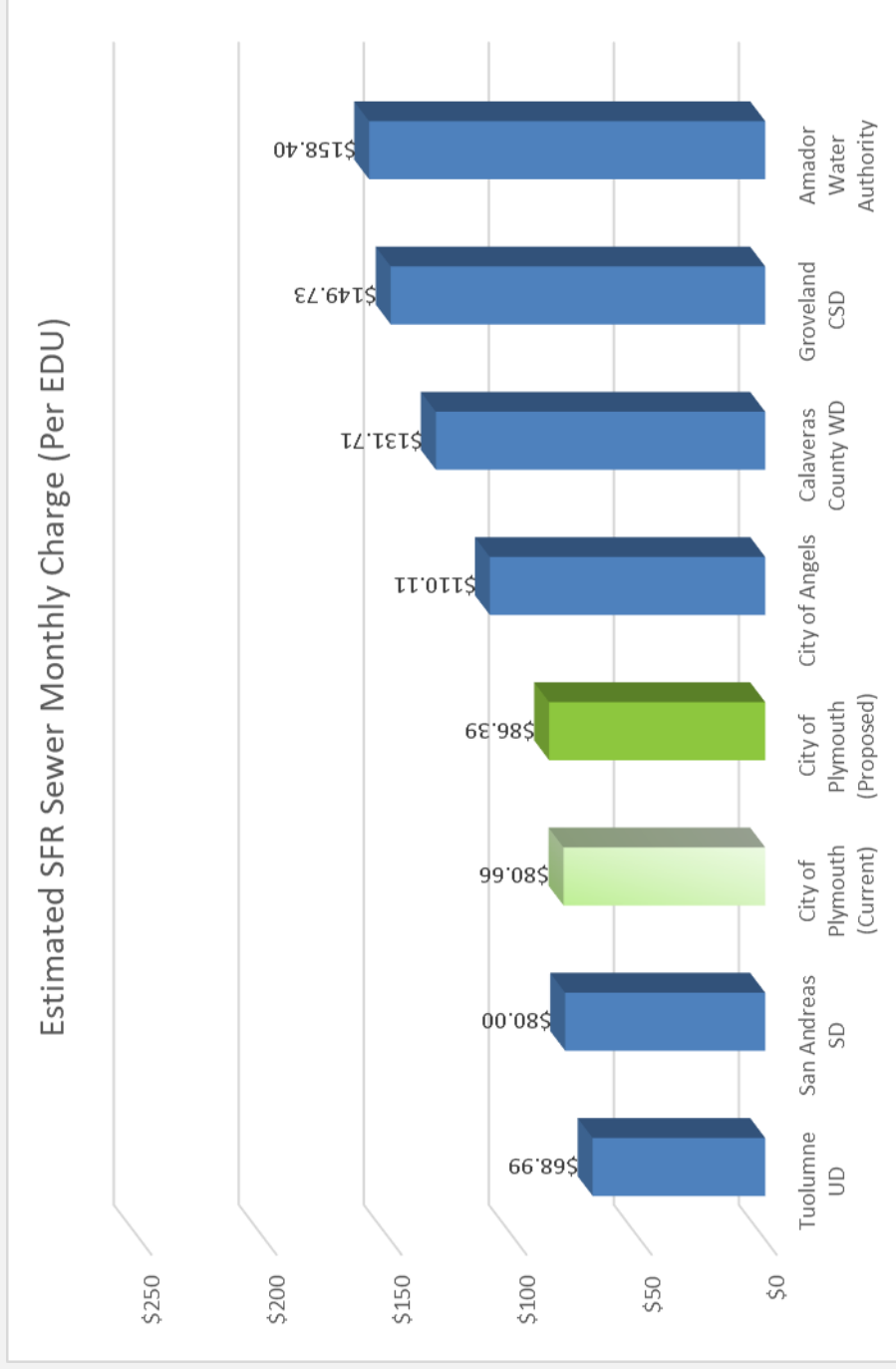
**Ending Cash Balances vs. Recommended Reserve Targets**



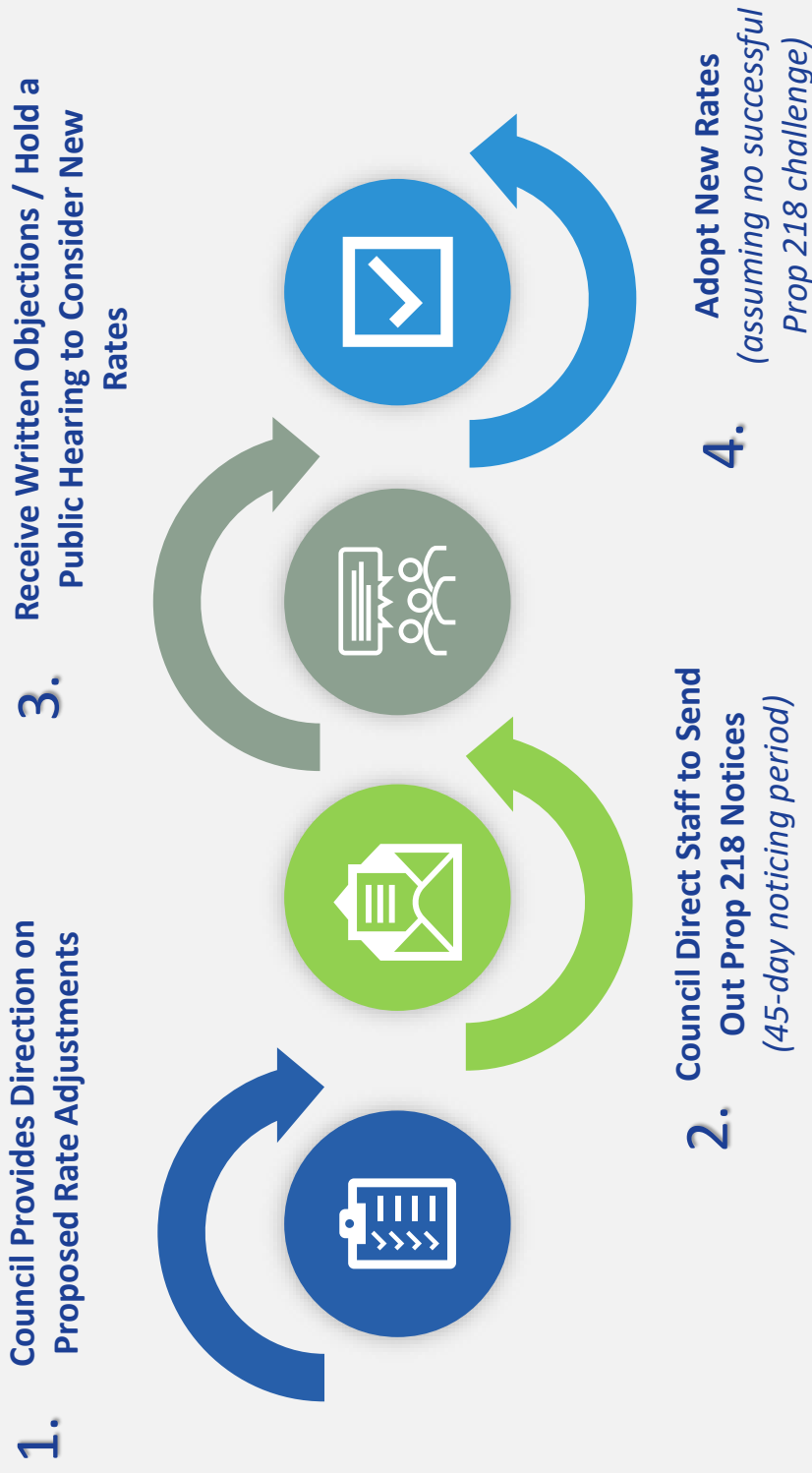
# Proposed Draft Sewer Rate Schedule

Sewer Rate Schedule	Current Rates (\$/EDU)	Proposed Monthly Sewer Rates				
		FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31
Fixed Service Charges (Per EDU)						
ALL CUSTOMERS						
All Customers	\$80.66	\$86.39	\$90.71	\$95.25	\$100.01	\$105.01

# Proposed Sewer Rate Regional Comparison



# Prop 218 Process for Utility Rates



# Questions & Discussion





**5.2**







**CITY COUNCIL AGENDA ITEM NO. 5.2**  
**01/26/2026**

---

**SUBJECT:** Review of Updated Employee Handbook and Municipal Code § 2.08.090

**DEPARTMENT:** City Manager’s Office

**STAFF:** Interim City Manager Cameron Begbie

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**TITLE**

**UPDATE EMPLOYEE HANDBOOK AND MUNICIPAL CODE REVISIONS – DIRECTION FOR FUTURE COUNCIL CONSIDERATION**

**BACKGROUND**

The City’s Employee Handbook and Municipal Code § 2.08.090 serve as foundational documents governing personnel policy, employee conduct, disciplinary procedures, and general employment standards. Over time, both documents had become outdated, inconsistent, and in some instances unclear, leading to confusion in the administration of staff matters. Several provisions did not reflect current laws, best practices, or operational procedures.

During recent personnel reviews and administrative matters, City management identified areas where the Handbook and Municipal Code lacked clarity or conflicted with each other. These inconsistencies created challenges in ensuring transparent, fair, and legally compliant personnel management.

**ENVIRONMENTAL DETERMINATION**

This action does not constitute a project under CEQA or NEPA and is therefore not subject to environmental review.

**FISCAL IMPACT**

The fiscal impact is limited to existing staff time required to implement the updated policies.

**RECOMMENDATION**

It is recommended that the City Council review the updated Employee Handbook and proposed amendments to Municipal Code § 2.08.090 and provide direction for these



**CITY COUNCIL AGENDA ITEM NO. 5.2**  
**01/26/2026**

items to be brought back for discussion and consideration at a future regular City Council meeting.

**ATTACHMENT(S)**

1. Updated City of Plymouth Employee Handbook
2. Update City of Plymouth Municipal Code § 2.08.090 Authority over employees.

# **CITY OF PLYMOUTH**



# **PERSONNEL MANUAL**

## PREFACE

This manual is meant to serve as a useful reference document throughout your employment with the City of Plymouth (hereafter referred to as the “City”). However, it is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the City or its employees. [Your employment with the City is at-will and can be terminated at any time for any lawful reason.](#) This manual supersedes and replaces all previous personnel policies, practices, and guidelines.

To obtain [more](#) information regarding specific employment policies or procedures, whether or not they are referred to in this manual, contact Human Resources. As the City is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this manual, or the policies or procedures upon which it is based, at any time, with or without prior notice. Only the Plymouth City Council has the authority to enter into an employment or other agreement that modifies the City policy. Any such modification must be in writing.

This manual is the property of the City and is intended for your personal use and reference as an employee of the City. Although the City attempted to be comprehensive in the matters covered by this manual, no manual, including this one, can be all-inclusive and anticipate all circumstances. Whether an employment-related matter is or is not covered in this Personnel Manual, the City reserves the right to address the matter in the manner the City, in its sole discretion, deems most appropriate.

Following review and study of this manual, please sign the employee acknowledgment form at the back of this manual, ~~tear it out,~~ and return it to Human Resources. This will provide the City with a record that you read and received the manual.

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## SECTION 1. THE SELECTION PROCESS

### 1.01 Recruitment

The City Manager or designee will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the City's website and other locations the City Manager or designee deems appropriate, depending on whether the recruitment is open to the public or for current employees only. The City Manager has discretion to determine the type of recruitment, the final filing deadline, and the selection processes to be used. Employment searches for all open positions within the City are coordinated through City Hall.

~~Employment searches for all open positions within the City are coordinated through City Hall.~~

~~In an effort to discover qualified candidates, the City may place advertisements in newspapers and magazines, as well as list positions with employment agencies, vocational schools, colleges, universities, and the Employment Development Department.~~

The selection processes to be used on recruitments may include written or oral tests, interviews, practical exercises, or any combination thereof. The content of all selection processes will be job-related and designed to test knowledge, skills, or abilities that help predict successful completion of job duties. Any interview with candidates may be conducted by the City Manager or by an individual or panel designated by the City Manager.

The City Manager or designee will make the final appointment of all City employees (except those that report to the City Council). The City Manager or designee has discretion to decide in what manner a vacancy is filled. Vacancies may be filled by hire, reinstatement, promotion, transfer, demotion, or appointment of a temporary employee.

### 1.02 Employment Applications/Requirements

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented by applicants throughout the hiring process ~~and employment~~. Any misrepresentations, falsifications, or material omissions in any of this information ~~or data~~ may result in the disqualification of an applicant from further consideration for employment or in the termination of employment of a current employee.

### 1.03 Employment Reference/Background Checks

~~To ensure that individuals who join the City are well-qualified and have a strong potential to be productive and successful, it is policy~~As part of the recruitment/selection process, the City's practice is to check the employment references of candidates who apply for position(s). ~~For the purposes of verifying information provided on the application, background checks will include but not be limited to, DMV.~~

### 1.04 Immigration Law Compliance and Verification of Status

The City is required by federal law to verify the identity and legal ability to work from all individuals hired by the City. In keeping with this obligation, each applicant must also attest to



~~his/her~~the employee's legal authority to work and identity on a I-9 Form provided by the Federal Government. Further, documentation that shows each person's identity and legal authority to work must be inspected and verified by the City as soon as possible after an offer of employment is made and, in no event, more than three (3) business days after an individual is hired. All offers of employment and continued employment for positions in the United States are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

#### 1.05 Offer of Position

All offers of employment are made by the City Manager or designee. Offers are made contingent upon the applicant passing (a) a pre-employment medical examination indicating that the applicant is fit for duty and can perform the essential functions of the job position with or without reasonable accommodation, ~~and (where applicable) (b)~~(b) a criminal background check, and (c) (where applicable) a pre-employment drug and alcohol screening test. All employees whose positions are designated as safety-sensitive are required to submit to pre-employment drug and alcohol screening. Safety sensitive status is identified in the applicable job description and in the job posting/announcement.

An offer of employment is not meant to create, and does not create, an employment contract between an employee and the City.

### **SECTION 2. EMPLOYMENT BASICS**

#### 2.01 Open Door Policy

Open communication functions best in an atmosphere of trust. In such an environment, most problems can be readily solved and do not evolve into serious conflicts. The City is committed to responding effectively to employee concerns. Experience has shown that when employees deal openly and directly with their supervisors, the work environment can be excellent.

Employees are encouraged to see their immediate supervisor with questions or problems relating to their jobs or interactions. Because one supervisor may not always be an appropriate outlet for communication, the City believes that it is important to provide its employees with other avenues of communication. If, for any reason, employees find speaking to their own supervisor is difficult or unacceptable, they may address their concerns to the City Manager.

Please remember to not internalize a problem! Because no solution is possible without candid discussion, employees are encouraged to speak out and are assured that they may use the City's open door policy without fear of reprisal.

#### 2.02 Equal Employment Opportunity

It is the policy of the City to afford equal employment opportunity to all qualified individuals regardless of race, color, religious creed, sex, pregnancy, childbirth or related medical condition, gender, national origin, ancestry, citizenship, age, marital status, gender identity, gender expression, sexual orientation, physical or mental disabilities, medical condition, genetic characteristics, veteran or military status, or any other characteristic (or combination thereof) protected by federal, state, or local law. This policy of non-discrimination applies to all

employment practices, including recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, termination, and the like. Equal employment opportunity is not only the law, but is an integral part of the City's philosophy.

The City is committed to providing a work environment that is free from discrimination. In keeping with its commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment, on the basis of any of the aforementioned protected classes.

If you have any questions regarding this policy or if you have any concerns about workplace discrimination, please immediately direct your questions or concerns to Human Resources. A complaint procedure is also addressed in the Harassment and Discrimination Prevention Policy. The City will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### 2.03 Workplace Accommodation

The City is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The City will make reasonable accommodations for qualified individuals with ~~disclosed~~ disabilities ~~that are necessary to comply with the state and federal disability discrimination laws for the known physical or mental disability or known medical condition of an applicant or employee, consistent with its legal obligations to do so~~ and for employees who have sincerely held religious beliefs, unless doing so would result in an undue hardship ~~or pose a direct threat to health or safety.~~

If you ~~are unable~~ require an accommodation to perform the essential functions of your job ~~because of a disability and need some type of accommodation~~ and/or for your religious beliefs or observances, notify Human Resources. ~~You may be required to provide medical certification regarding your disability and need for accommodation (at your own expense), as well as to participate in "fitness for duty" assessments (at the City's cost).~~ All Once the City is aware of the need for an accommodation, the City will engage in an interactive process with you to identify possible accommodations. As part of this process, you may be asked to provide supporting information supporting your eligibility and need (including medical documentation of any disability). Where applicable, medical information is kept in a confidential medical information file and shared only on a need-to-know basis.

While the City welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, the City will make the final decision regarding whether it can provide a reasonable accommodation and, if so, which accommodation to provide in accordance with its legal obligation.

### 2.03 Employment of Relatives

The following describes the City's policy with regard to the hiring, ongoing employment, or contracting of people who have a familial relationship to a member of the City Council, the City

Manager or any City employee. This applies to all ~~regular~~ full-time and part-time employees of the City.

No one will be assigned to the role of an immediate supervisor/subordinate relationship where the supervisor and subordinate employee have a potential employment conflict of interest due to a parental, spousal, romantic, business, or sibling relationship. The City reserves the discretion and the right to transfer either or both the supervisor or subordinate employee to eliminate such a conflict, or, if such a transfer is not practicable, to terminate either's employment.

In addition, the City will reassign or prevent the management of any consultant or contractor's work assignments by an employee who ~~have~~has a parental, spousal, romantic, business, or sibling relationship to said consultant or ~~contractor~~contractors.

#### 2.04 At-Will Employment

**Employment with the City is at-will.** Either the employee or the City can terminate the employment relationship at any time, with or without cause and with or without prior notice. All employer decisions, including but not limited to demotion, promotion, pay rate, employment status, disciplinary action, and the like, are also at will, meaning these decisions are made in the sole discretion of the City, ~~with or without cause~~. Other than the City Manager, as authorized by vote of the City Council, no employee or City representative has any authority to enter into an agreement (which must be in writing) to employ any person other than on an at-will basis or for any specified period of time.

Any separate, individual, or written employment contract with the City ~~for a specific fixed period of time~~ must be approved by the City Council.

#### 2.05 Drug and Alcohol Policy

It is the responsibility of the City to maintain a safe and effective working environment. Employees who work while under the influence of drugs or alcohol present a safety hazard to themselves, their co-workers, and the public. Moreover, the presence of drugs and alcohol in the workplace limits the ability to produce high quality work. Employees with alcohol or drug dependencies are encouraged to seek assistance.

The following conduct is considered unacceptable behavior:

- Use, possession, manufacture, distribution, transfer, sale or solicitation of illegal drugs on City property, including City vehicles, or while conducting City business;
- Use or possession of alcohol on City property, including City vehicles;
- Reporting to work or conducting City business under the influence of alcohol or drugs (including prescription drugs) which are unlawful or which may impair the employee's ability to function properly.

~~The City reserves the right to investigate any possible violations of this Drug and Alcohol Policy. An investigation may involve medical testing of employees, upon reasonable suspicion, for drug~~

~~and/or alcohol use. If an employee refuses to participate in such an investigation, the City may take such disciplinary action as it deems appropriate, up to and including termination.~~

The City will conduct drug testing of employees under the following circumstances:

- (1) Pre-employment. All initial offers of employment for positions with the City for those who occupy safety sensitive positions will be made contingent upon satisfactory completion by the applicant of a pre-employment drug and alcohol screen (bodily fluid testing). Positive test results shall not bar reapplication at a later time. If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.
- (2) For Cause Testing. If the City has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol, or (2) is under the influence of drugs or alcohol during working time, the employee may be directed to undergo drug and/or alcohol testing at an independent licensed laboratory to determine whether a violation of this policy has occurred.

“Reasonable suspicion” includes: a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other reliable surrounding circumstances.

“Reasonable suspicion” may be based upon: evidence of illegal substances or alcohol on or about the employee’s person or in the employee’s immediate vicinity; a pattern of unusual conduct or erratic behavior on the employee’s part that suggests impairment or influence of illegal substances or alcohol; any physical circumstances that suggest impairment or influence of illegal substances or alcohol; arrest or conviction of a drug-related offense or the identification of the employee as the focus of a criminal investigation involving illegal substances; information provided by a reliable and credible source that the employee is under the influence of illegal substance or alcohol; evidence that the employee has tampered with a previous drug test.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

Counseling/Employee Assistance. Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the City Manager, who will determine whether the City can accommodate the employee by providing leave for the time necessary to complete participation in the program.

The City abides by all applicable laws and regulations regarding providing leaves of absence to employees who are addicted to drugs. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance. The time to request assistance is before any misconduct or violation of policy occurs, as the City is not obligated to overlook or ignore any policy violations.

Accommodations. Nothing in this Policy is intended to diminish the City's commitment to employ and reasonably accommodate qualified disabled individuals. The City will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions without reasonable accommodation. In addition, the City will provide a leave of absence to eligible employees who wish to seek treatment for drug and alcohol dependency.

To this end, employees desiring such assistance should request a treatment or rehabilitation leave. The City is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of current drug or alcohol use, nor is the City obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. The City is not obligated to accommodate current usage of illegal drugs or alcohol.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the City's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Violation of the above standards of conduct will not be tolerated. An employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation.

## 2.06 Harassment and Discrimination Prevention Policy

All employees, applicants, volunteers, and independent contractors ("workers") working for the City are to be treated with respect and dignity. The City is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender~~or~~, gender identity, gender expression, sex, age, sexual orientation, family care or medical leave status, or any other characteristic (or combination thereof) protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the City. The City will not tolerate harassment of, or discrimination against, its workers by managers, supervisors, co-workers, or anyone conducting City business. Similarly, the City will not tolerate harassment of its workers by others with whom the City has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

### **2.06.1.0 Harassment Prohibited**

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

2.06.1.1 Oral or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law;

2.06.1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual;

2.06.1.3 Visual harassment such as derogatory posters, cartoons or drawings, based on one of the categories above; and

2.06.1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual;
- Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations;
- Sexual harassment also includes gender-based harassment by a person of the same gender; or
- Prohibited sexual harassment need not be motivated by sexual desire.

### **2.06.2 Retaliation Prohibited**

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

### **2.06.3.0 Procedures regarding all complaints of potential harassment including retaliation**

#### **2.06.3.1 Employee Responsibility**

It is important that employees inform the City as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the City does not know that it exists.

- Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.
- Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to ~~his or her~~ the employee's supervisor, the City Manager or any City supervisor with whom the individual feels comfortable speaking. Complaints about the City Manager should be directed to the City Attorney or Mayor.
- Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to ~~his or her~~ the employee's supervisor, the City Manager or any City supervisor with whom the individual feels comfortable speaking.

#### **2.06.3.2 Supervisor Responsibility**

Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the City Manager. Complaints about the City Manager should be directed to the City Attorney or Mayor.

- Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the City.

#### **2.06.3.3 Investigation**

The City will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The City's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The City Manager (or designee) is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The City will not disclose a completed investigation report



except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

#### 2.06.3.4 Resolution

After investigation, the City will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the City will take appropriate and immediate action to end any harassment and prevent its recurrence.

#### 2.06.3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

### 2.06.4 Harassment Involving the Public

~~The City strictly prohibits harassment of any member of the public by any person conducting City business or otherwise representing the City.~~

When performing their job duties, all workers are expected to treat others with civility and respect.

Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that ~~he or she~~the employee is being subjected to harassment by a member of the public, the employee should report such harassment to ~~his or her~~the employee's supervisor (or other person listed above in 2.06.3.1) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

#### 2.06.5 Further Information

Employees are urged to contact the City Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Civil Rights Department ~~of Fair Employment and Housing~~ (“DFEH” (“CRD”)) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks ~~he or she~~the employee has been harassed, discriminated against, or that ~~he or she~~the employee has been retaliated against for complaining, that person may file a complaint or obtain additional information from ~~DFEH~~CRD at 1-800-884-1684 or <http://www.crd.ca.gov>.

Employees are required to periodically complete training on preventing sexual harassment in the workplace. While the City will provide employees with the training module to complete, employees can also access training through the CRD's website at: <https://www.crd.ca.gov/shpt/>



## 2.07 Incompatible Conduct

Employees shall not engage in any conduct which is incompatible with their City employment. Incompatible conduct is defined as conduct, whether on or off-duty, which is incompatible, inconsistent, or in conflict with employee's duties for the City or any duty or function of the City. Incompatible conduct includes, but is not limited to, conduct which:

- Involves the use for private purposes or gain of an employee's time while engaged in City work or use of City property, records, equipment, or facilities for private purposes or gain;
- Involves the personal receipt of money or gratuities in return for an act performed by the employee in the course of ~~his/her~~the employee's City work;
- Involves time demands which reduce the employee's efficiency in ~~his/her~~the employee's City work;
- Involves services or goods that directly or indirectly relate to contracts with the City or otherwise cause a conflict of interest.

## 2.08 Outside ~~Employment~~Work

The City discourages outside ~~employment~~work; however, employees may hold outside jobs which do not constitute a conflict of interest and are not incompatible with City employment as long as they meet the performance standards of their job with the City.

Employees should consider the impact that outside ~~employment~~work may have on their ~~health and physical endurance~~ability to perform their position with the City. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the requirements of this organization as they are modified from time to time, the employee may be asked to terminate the outside ~~employment~~work if he/she wishes to remain with the City.

"Outside ~~employment~~work" is any employment-~~or~~, self-employment, or contract work, regardless of hours involved for which pay is received whether by salary, wages, commission, or ~~sale~~other compensation structure, if such ~~employment~~work is carried on in addition to the employee's work for the City.

A ~~regular~~ full-time or part-time employee may engage in outside ~~employment~~work, if and only if all of the following are met:

- The employee has received written approval by the City Manager, which will not be unreasonably denied. If a problem develops any time subsequent to the written approval, the approval may be withdrawn by the City Manager. The appropriate

form must be approved and on file with Human Resources for each employee engaging in outside ~~employment~~work.

- The outside ~~employment~~work is compatible with the employee's City employment or City activities, and the outside ~~employment~~work does not constitute a conflict of interest.

## 2.09 Use of ~~Computers, E-mail, Voicemail and the Internet~~City Technology

All City computers, e-mail, voicemail~~and~~, Internet access~~accounts~~, and other forms of technology provided by the City ("Technology Resources") are the City's property and are to be used solely to facilitate City business and operations. In addition, all software that has been installed on City computers and any data collected, downloaded and/or created on City computers is the exclusive property of the City and may not be copied or transmitted to any outside party or used for any purpose not directly related to City operations. Upon termination of employment, no employee shall remove any software or data from City-owned computers.

City ~~computer equipment, e-mail, voicemail and Internet access accounts~~Technology Resources are provided to assist employees in conducting City business and should not be used for personal reasons or for any improper purpose. Some specific examples of prohibited uses include but are not limited to:

- Conducting any type of outside work (even if that outside work is pre-approved and even if done during non-working hours).
- Transmitting, retrieving, downloading or storing messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment.
- Making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Transmitting, retrieving, downloading or storing messages or images relating to race, religion, color, sex, national origin, citizenship status, age, handicap, disability, sexual orientation, or any other status protected under federal, state and local laws.
- Sending or receiving confidential or copyrighted materials without prior authorization.
- Soliciting personal business opportunities or personal advertising.
- Gambling of any kind, monitoring sports scores, or playing electronic games.
- Day trading or otherwise purchasing or selling stocks, bonds or other securities or transmitting, retrieving, downloading or storing messages or images related to the purchase or sale of stocks, bonds or other securities.

Employees should expect that all information created, transmitted, downloaded, received or stored in City computers is the property of the City and may be accessed by the City at any time without prior notice. Employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not such messages or information are password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for City computers to Human Resources. Changing passwords or creating new passwords without notifying Human Resources is strictly prohibited.

Because outside disks may contain viruses, employees are not permitted to use personal disks or copies of software or data in any form on any City computer without first obtaining specific authorization from the City Manager and scanning the data for viruses. Any employee who introduces a virus into the City's system via use of personal software or data shall be held responsible for the consequences, including the cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the City's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the City's system.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the City's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, may additionally be subject to criminal prosecution and/or civil penalties.

### **SECTION 3. PERSONNEL**

#### **3.01 Personnel Information**

The Human Resources Department can provide employees with information and necessary assistance to understand the City's personnel policies and to promote a positive work environment. Human Resources is the best resource for employees to obtain current information on work rules, benefits, personnel policies, payroll data, personnel records, insurance, and termination of employment. The role of Human Resources is ~~here~~ not only to keep current records, but to help employees with any problems or concerns in a timely and confidential manner.

Human Resources is responsible for maintaining complete and up-to-date personnel records for all current employees. It is important that employees notify the Human Resources Department promptly of any changes in their names, marital status, number of dependents, ~~home~~ and/or emergency contact information, mailing address, and telephone number.

All requests for employment verifications, employee references, or salary verifications must be directed promptly to Human Resources. Employees are NOT to provide any such information. Human Resources will ~~attempt to~~ handle any inquiries or requests for verification in accordance with the City's policies. ~~References other than statements of employment will be referred by~~

~~Human Resources to the City Manager~~ In response to reference requests, the City will only provide dates of employment and title(s) of position(s) held.

### 3.02 Personnel File Information

An employee's permanent personnel file contains application materials, payroll records, performance appraisals, ~~supervisory notes and records,~~ and any administrative action related to the employee's employment. ~~The employee will be notified of any materials placed in their file. With the approval of the City Manager, employees may request materials be placed in their file.~~ This file is maintained under the supervision of Human Resources. It is confidential and only those with the responsibility and the need to know will have access to it. Employees who wish to see their personnel ~~files~~file may make arrangements by contacting the City Manager. The file may be viewed in the presence of the City Manager at a mutually convenient time during regular business hours.

### 3.03 Performance Evaluation

Performance evaluations ~~are an important part of the City personnel policies. They provide an objective, consistent, and fair way to~~ gauge ~~each of an~~each of an employee's on-the-job effectiveness. The evaluation process should ~~inform employees of their standing in the City and~~provide constructive input, communicate expected standards of performance. ~~It is also used to discuss work standards, and identify~~ areas where improvements are needed, ~~career development potential, and possible opportunities.~~

All ~~regular~~ full-time employees are ~~often reviewed, sometimes more than once, during their introductory period. If an employee is absent for an extended period during the first~~reviewed at the completion of six (6) months of employment, ~~the employee's introductory period will be extended by that amount of time. New employees must be passed from "employee in training" status to regular full-time status with the recommendation of their supervisor in writing submitted to the City Manager. Full-time employees are reviewed approximately once a year, in writing by their supervisors and annually thereafter.~~ Evaluations may be conducted more frequently at the discretion of the employee's supervisor.

~~The evaluation communicates expected levels of performance, notes major accomplishments and progress, and discusses areas where improvement is needed. It is used as an aid to reach fair and equitable decisions regarding rewards, work assignments, training, retention, and termination.~~

Merit salary increases may be awarded by the City, based upon a satisfactory performance evaluation, until the top of the salary range is reached, ~~based upon. Even with~~ a satisfactory performance evaluation, an employee is not guaranteed an increase in compensation. An unsatisfactory performance evaluation will result in no merit salary increase ~~until such time as the performance evaluation improves.~~

Employees are encouraged to ~~give their views and state their concerns or disagreements with the content of the~~provide their input regarding their work performance ~~evaluation.~~ Written performance evaluations and any written response to the evaluation by the employee will be included in the employee's personnel file.

~~Other~~Additional performance evaluations may be conducted after a change in job duties or description, as a result of poor performance, or as the need arises. ~~Continual feedback between the City Manager and supervisors with employees is the goal toward which the City and all City employees should strive.~~

The City's performance evaluation process does not change or limit an employee's at-will status and does not change or limit the City's ability to separate an employee's employment with or without cause, at any time.

~~The City has high standards for both itself and for its employees. The need may arise for employees to work more than the average work week. (For a discussion of overtime pay, see the "Hours and Pay" section of this manual.) Employees may need to adjust to changes in work assignments when necessary. A willingness to learn new skills and to apply them where they are most critically needed can only enhance your opportunities with the City.~~

~~Advancement opportunities with the City are based upon individual initiative, ability, accomplishment, as well as budgetary guidelines and position availability. The City tries to give its employees ample opportunity through programs of continuing education and training to broaden their skills and prepare them for more responsible jobs.~~

### 3.04 Classification and Categories of Employment

#### **FLSA Classifications**

The City is governed by the provisions of the Fair Labor Standards Act and employees will be compensated accordingly. All employees will be classified as either exempt or non-exempt, as defined by law.

- **Exempt Employees.** This classification includes employees who ~~have met~~meet the requirements of a professional, ~~an administrative employee~~, or an executive employee, and are therefore exempt from the overtime provisions of the Fair Labor Standards Act. ~~For this purpose, an administrative employee is basically one who is in a supervisory role or customarily exercises discretion and independent judgment in the performance of his or her duties. Exempt employees are paid on a salary basis.~~
- **Nonexempt Employees.** This classification includes employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act. This classification of employees is paid hourly and must receive additional pay for overtime work as legally required by federal statute. Overtime pay is calculated in accordance with applicable laws.

**Employment Classifications:** To determine eligibility for various benefits, the following classifications and categories of employment have been established. ~~An employee~~

- ~~who is ordinarily and~~• **Full-Time Employee.** Employees who are regularly scheduled to work ~~more than five~~thirty-five (35) ~~or more~~ hours ~~in a work~~each week ~~is considered full time and is.~~ Full-time employees are generally eligible for City

benefits, subject to the terms; and conditions, ~~and limitations~~ of each benefit program.

- ~~**Regular Employee.** Employees who successfully complete their introductory period are called “regular” employees. Such employees are “at will,” and their employment is at the mutual consent of the employee and the City and can be terminated at will, at any time with or without cause, by the employee or the City.~~
- ~~**Employee In Training.** Employees are hired by the City with an introductory training period of six (6) months for the purpose of assessing their ability to perform assigned tasks. Such employment may be terminated at any time, with or without cause, during the six (6) month period, if such action is deemed appropriate by the City.~~
- **Part time Employee.** Employees who are ~~hired by the City but who work twenty (20)~~regularly scheduled to work less than 35 hours ~~or less~~ during a period of one week or less than one thousand ~~(1,000),~~ seven hundred fifty (1,750) hours during a period of one (1) year. Part-time employees are not eligible for benefits, except as required by law.
- **Temporary or ~~Permanent~~ Intermittent Employees.** ~~Temporary/Permanent Intermittent employees are defined as those employees holding~~Employees who hold jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. An employee will not change from temporary/~~permanent~~ intermittent status to ~~another status unless~~full-time or part-time status unless specifically informed, in writing, of such a change by the City Manager. ~~There are no City benefits~~Employees in this category receive benefits only as required by law.
- **Rehired Employees.** Employees who are rehired (as a full-time, part-time, or temporary/intermittent employee) following a break in service in excess of one (1) month, ~~other than an approved leave of absence, must serve a new introductory period whether or not such a period was previously completed. Such.~~ Except as otherwise provided in these policies with respect to sick leave, rehired employees are ~~considered~~treated as new employees ~~from the effective date of their reemployment for all purposes, including~~ for purposes of ~~measuring benefits~~seniority and benefit accruals.

### 3.05 Promotions and Transfers

The City will promote or transfer qualified employees from within when appropriate.

Promotion occurs when an employee is placed in a new position that represents increased responsibility. The promotion may or may not warrant an increase in salary. Factors taken into consideration with promotions and regard to salary increases include but are not limited to, the background and skills of the employee, the current market value of the position, budgetary limits, and the employee's current salary.

~~The promotion of an employee will require that the employee will again complete a six (6) month introductory/training period in order to evaluate the employee's ability to perform at the level required for the new position.~~

When on occasion a promotion or transfer does not prove to be successful, the City may in its discretion return the employee to ~~his or her~~ the employee's prior position but is not obligated to do so. The employee remains at-will.

A transfer is defined as a change in position; typically, the new position is of the same level of responsibility and salary as the former position.

### 3.06 Garnishment of Wages

Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the City. Although we understand that a wage garnishment can happen to anyone, we strongly encourage employees to work out a financial remedy before this situation occurs. If this situation should be a continued problem, the employee could be subject to disciplinary action.

### 3.07 ~~Leave~~Leaves of Absence

#### 3.07.1 Family and Medical Leave

The City provides eligible employees with family medical leave ("Family and Medical Leave") under the California Family Rights Act ("CFRA").

##### 3.07.1.1 Reasons for Leave.

Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person who has a serious health condition, or for a serious health condition that makes the employee unable to perform the employee's job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of this policy, a "serious health condition" does not include pregnancy or any related medical condition. For purposes of this policy, "designated person" means any person related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests leave. The City limits an employee to one designated person per 12-month period for family care and medical leave.

##### 3.07.1.2 Eligibility.

~~It is the City's policy to grant a leave of absence under certain circumstances to all eligible employees on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence are unpaid.~~

~~All regular full-time employees and other employees who consistently work more than twenty (20) hours per week are eligible for a leave of absence. State or federal law may, in some cases, supersede these leaves and their terms. If an employee is absent for an extended period during the~~



~~first six (6) months of employment, the employee's introductory period will be extended by the amount of time off.~~

~~Subject to any applicable legal restrictions, requests for a leave of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and the City's ability to obtain a satisfactory replacement during the time the employee is away from work.~~

- ~~• **Leave Requests:** For foreseeable events, if possible, the employee must provide 30 days advance notice of the need for such leave. For events that are unforeseeable 30 days in advance, the employee must notify the City as soon as practicable.~~

- ~~• **Certification of Eligibility:** Employees must consult with the City Manager to determine their eligibility for leave, the length and terms of the leave, and possible reinstatement.~~

- ~~• **Medical Certification:** Requests for leave for an employee's own serious health condition or for family care leave to care for a child, spouse, parent with a serious health condition must be supported by a health care provider/physician's medical certification verifying the nature of the illness, injury or disability; the beginning and ending dates; and/or the employee's ability to return to work without endangering his/her safety or the safety of others. These verifications and releases may be a condition to receiving sick leave benefits and/or returning to work. Although a physician's statement normally will not be requested for absences of less than three (3) working days, the City may request such a statement in situations where it determines it is warranted from a health care provider/physician.~~

- ~~• **Return to Work:** All employees who have been on leave for more than 10 work days for their own injury or serious health condition must provide a physician's certification that he/she is able to return to work without endangering his/her safety or the safety of others.~~

- ~~• **Status of Benefits During Leave:** No City benefits are earned or accrued during an unpaid leave of absence. Where an employee uses accrued paid leave during a leave of absence, benefits will continue to accrue and be paid as they would if the employee was working.~~

### **Types of Leaves of Absence**

- ~~• To be eligible for Family and Medical Leave~~

~~Where operational circumstances permit it, an employee with must have at least ~~twelve (12)~~ months of service with the City and ~~who has at~~ must have worked at least 1,250 hours of service during the ~~previous twelve (12)-~~ month period ~~is eligible for an unpaid leave of absence not to exceed twelve (12) work weeks in any twelve (12) month period for the reason of:~~ preceding the date the leave is to begin.~~

- ~~a. The birth of a child of the employee;~~

#### **3.07.1.3 Duration.**



Employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. The City uses a “rolling” 12-month period to determine an employee’s eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee’s family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter of an hour (0.25).

~~b.~~ ~~The~~ Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the adoption birth, adoption, or foster care placement of a child is two weeks, except that the City shall grant a request for CFRA leave of less than two weeks on any two occasions during the one year period following the birth or placement of the child by ~~with~~ the employee.

#### 3.07.1.4 Procedures.

Please contact Human Resources as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days’ advance notice before the leave is to begin. If 30 days’ notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of the City’s operations. Actual scheduling is, however, subject to the approval of the patient’s health care provider.

If the leave is needed for the employee’s own serious health condition, the employee must provide a certification from the health care provider stating:

- ~~ei.~~ ~~Care for the employee’s parent, spouse, or child who has a~~ the date of commencement of the serious health condition;
- ii. the probable duration of the condition; and
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of the employee’s position because of the employee’s serious health condition.

The City will require certification by the employee’s health care provider that the employee is fit to return to the employee’s job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- div. The employee's own confirmation that the serious health condition (whether or not the condition or injury is work-related) warrants the participation of the employee.

~~Employees interested in applying for such a leave should contact the City Manager and make the request in writing. A request for family and medical leave must provide the City with reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected that the employee will be able to return to work. When an unplanned medical emergency occurs that does not allow the employee to provide advanced notice of the need for a medical leave, the employee must notify the City of the situation within three (3) working days of an absence. The City may also require a physician's written statement certifying the medical need for the leave, the anticipated duration of the leave, and any restrictions on the employee's ability to perform his or her normal work activities.~~

~~If approved, such leaves are unpaid unless an employee utilizes accrued paid leave (e.g. vacation, sick leave). If an employee on leave has paid leave to utilize during a family and medical leave (e.g. vacation, sick leave), the City will continue to pay for the employee's participation in the City's health plans to the same extent and under the same terms or conditions as would apply had the employee not taken leave. The employee would still be responsible for their portion of the payment and arrangements should be made with the City Clerk. If the employee is on an unpaid leave (e.g. exhausts available vacation or sick leave), he or she is responsible for the entire premium in order to continue health benefits.~~

~~Reinstatement from a family and medical leave under this policy is not guaranteed, but the City will attempt to reinstate the employee if the position still exists and has not been filled.~~

Recertification may be required if the employee requests an extension beyond the original certification.

### 3.07.1.5 Compensation.

- (1) While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, PFL, and/or workers' compensation benefits), the employee is not required to use accrued sick leave or vacation in connection with the employee's Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued sick and/or vacation leave, the City will integrate benefits with paid leave.

- (2) While on otherwise unpaid leave. If an employee is on family and medical leave for the employee's own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available sick leave and vacation during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on Family and Medical Leave to care for a family member or bond with a new baby, the employee must use all available vacation during the leave and, at the employee's choice, may use available sick leave.

Once all sick leave and vacation is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

During any period of unpaid leave, employees will not continue to accrue sick leave, vacation, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

### **3.07.1.6 Benefits.**

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The City will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay the employee's share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to the City). The continued participation in health benefits begins on the date leave first begins.

Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at the employee's own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the City for any employee contributions paid by the City while the employee was on unpaid leave.

### **3.07.1.7 Qualified Exigency Leave.**

Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.

- (1) Amount of Leave. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
- (2) Procedures. Please contact Human Resources as soon as you become aware of the need for any type of qualified exigency leave. Except in the case of exigency leave for short-notice deployment, the City requires certification of the need for leave.

### **3.07.1.8 Reinstatement.**

Upon return from a Family and Medical Leave, an employee will be reinstated to the employee's original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

~~In most circumstances~~ For example, if an employee who has been on family and medical leave for his or her own condition will be required to provide a medical clearance before he or she will be permitted to return to work. on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

~~An employee on an approved leave of absence for a work-related condition or injury will remain on leave until one of the following situations occurs:~~

As stated above, when an employee takes leave on account of the employee's own serious health condition, the City requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to the employee's job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, the City will treat the failure to return as a voluntary resignation.

- ~~a. The employee is released for full or partial duty;~~
- ~~b. The City receives satisfactory medical evidence stating that the employee will be permanently unable to return to work or will be unable to return for a period beyond which the City can reasonably accommodate;~~
- ~~c. The employee informs the City, directly, by accepting other employment, or by moving out of the area, that he/she does not intend to return to work.~~

### **3.07.2 Pregnancy Disability Leave**

#### **3.07.2.1 Eligibility.**

**Eligibility:** The City provides Pregnancy Disability Leave without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Additionally, employees affected by pregnancy or a related medical condition are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Time off for necessary prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by this leave.

Procedures for Requesting Leave/Certification: Employees should make requests for Pregnancy Disability Leave to the City Manager at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for Pregnancy Disability Leave or for a transfer and stating:

- The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable;
- The probable duration of the period(s) of disability or the duration of the need for a transfer; and
- A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.

The City may require re-certification if the employee requests an extension beyond the original certification.

If there is any change in the information contained in the health care provider's statement, the employee must report these changes promptly to the City Manager.

#### **3.07.2.2 Length of Leave:**

Normally, full-time employees are granted unpaid leave for the period of actual disability, up to a maximum of four (4) months (i.e., 88 working days). Part-time employees are granted unpaid leave on a pro-rata basis.

Pregnancy Disability Leave need not be taken in one continuous period of time. It can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is 0.25 hours. The City may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternative position.

#### **3.07.2.3 Benefits during Leave:**

An employee taking Pregnancy Disability Leave must use all accrued sick leave before continuing on an unpaid basis. An employee may substitute accrued vacation before continuing leave on an unpaid basis. Substituted paid leave time will be counted toward the four-month (i.e., 88 working days) entitlement. The employee may also be eligible for State Disability Insurance.

Except while using accrued paid leave (excluding SDI), employees on Pregnancy Disability Leave will not continue to accrue additional sick leave or vacation time and will not be paid for holidays during the leave. Medical, Dental and Vision coverage will continue during Pregnancy Disability Leave in the same manner as if the employee was actively at work. This means that the employee will be responsible for her contributing premium payment for the entire length of the leave. For any time during which an employee is on unpaid leave, the employee will need to make arrangements to pay her portion of benefits. Failure to timely pay the employee share could result in termination of benefits.

#### **3.07.2.4 Return to Work:**

In order that the City can properly schedule an employee's return to work, an employee on Pregnancy Disability Leave should provide the City Manager with at least two weeks' advance notice of the date she intends to return to work.

When a Pregnancy Disability Leave ends, the City will reinstate an employee to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions, in accordance with state law. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Disability Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of Pregnancy Disability Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

Employees returning from Pregnancy Disability Leave must submit a health care provider's verification of their fitness to return to work.

If an employee fails to report to work promptly at the end of the Pregnancy Disability Leave, the City will assume that the employee has voluntarily resigned.

#### **• 3.07.3 Drug and Alcohol Rehabilitation Leave**

The City wishes to assist employees who recognize that they have a problem with drugs or alcohol. Employees who have a problem with drugs and alcohol and who decide to enroll voluntarily in a drug and/or alcohol rehabilitation program may request unpaid time off to participate in the program.

The employee may use any accrued sick leave, vacation, or compensatory time while on drug and alcohol leave. However, additional benefits will not be earned during any unpaid leave of absence.

#### **• 3.07.4 Bereavement Leave**

In the event of a death in the immediate family of ~~a regular full-time~~any employee who has ~~completed the introductory period, he/she~~worked for the City for more than thirty (30) days, the employee will be allowed up to ~~three~~five (35) normally scheduled consecutive working days off. The employee should notify ~~his/her~~the employee's supervisor ~~and/or the City Council~~ immediately.

Immediate family members include: Spouse, domestic partners, parents, parents-in-law, or step-parents, children or step-children, siblings or step-siblings, and grandparents or step-grandparents.

~~The employee~~Full-time employees will be paid ~~his/her~~the employee's regular ~~daily rate~~wage for each of the scheduled work days missed (up to 3) and, ~~will furnish satisfactory evidence to support the leave. Additional days beyond the 3 may be used from~~ can take up to a total of five days. For any days in excess of three, the full-time employee can use available vacation or sick leave or take leave without pay. Part-time and temporary employees can take unpaid time off, except they can substitute any available paid sick leave with the approval of the City Manager for the bereavement time off.

If requested, the employee must furnish satisfactory evidence to support the leave. Leave can be taken intermittently, as long as it is concluded within three months of the death.

#### • 3.07.5 **Military Leave**

Any eligible employee will be granted a leave of absence for military duty in accordance with federal and state laws governing such leaves. Employee must submit written verification from the appropriate military authority.

#### • 3.07.6 **Jury/Witness Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or testify pursuant to a subpoena. The employee shall submit a copy of the jury duty notice or witness subpoena to their supervisor. The employee shall deposit with the City any witness fees or jury fees, but any meal, mileage, or parking allowance provided the employee shall not be considered in the amount received for jury duty. Employees are expected to report to duty during any work hours they are excused from jury or witness service.

This policy does not apply to employees who elect to serve as expert witnesses. If an employee elects to do so, ~~he or she~~the employee may request to use accrued vacation, CTO, or personal holidays.

#### • 3.07.7 **Time Off To Vote**

Employees are encouraged to fulfill their civic responsibilities by voting; however, if an employee is unable to vote in a statewide election during ~~his/her~~the employee's non-working hours, the City will grant up to two hours of paid time off to vote in a statewide election.

Employees are required to request time off to vote by submitting, in writing, a request to their supervisor at least two (2) days prior to the election day. Employees must submit a voter's receipt on the first working day following the election.



## **Returning From a Leave of Absence/Abandonment of Employment**

When an employee is granted a leave of absence, an ~~effort will be made to hold the~~ employee's position ~~open~~will be held, where required by law, for the period of the approved leave. Due to business needs there will be times when the position cannot be held open. Under such conditions it will not be possible to guarantee reinstatement except as required by law.

An employee who accepts other employment, without prior approval, during a leave of absence, or who fails to return on the next regularly scheduled work day following the expiration of an approved leave, will be considered to have abandoned their employment and may be terminated. Exceptions will be made for those employees who have obtained an authorized extension prior to the leave of absence expiration date or where the City and the employee are engaging in an interactive process about the employee's possible entitlement to additional leave as a reasonable accommodation.

If no such extension has been requested or authorized, the depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known address shall be considered a reasonable notice of separation.

## **Misrepresentations for Leave of Absence**

Any employee who misrepresents his or her reasons for applying for a leave of absence will be subject to disciplinary action or termination.

### **3.08 Severance Pay**

The city does not maintain a formal severance pay policy or provide severance pay to employees who separate from its employ for any reason. Severance pay should not be expected. ~~However, the City reserves the right to make exceptions to this policy in its sole and absolute discretion.~~

### **3.09 Vacation**

Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

~~Regular full-time~~Full-time employees are eligible to earn and use vacation time at a specified accrual rate depending on length of City service. New employees accrue vacation~~;~~, but cannot use ~~prior to passing their introductory period. Absent a written agreement to the contrary, part time~~it within the first six (6) months of employment. Part-time employees are not eligible for vacation leave.

In order to allow a well-coordinated schedule, employees are requested to submit their Request for Time Off Form at least one month prior to when they would like to take their vacation. The form is to be signed by the employee, ~~his/her~~ and the employee's supervisor, ~~and attached to the appropriate month's timesheet~~. Approval will depend on whether the request would adversely impact City operations or impose an undue hardship on the remaining staff's workload.



The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with the length of service. ~~The maximum vacation time and maximum permissible accruals listed in this section are in addition to any compensatory time off (CTO) to which the employee may be entitled.~~ as set forth below.

#### VACATION ACCRUAL FOR FULL-TIME EMPLOYEES

<i>Years of Service</i>	<i>Maximum Vacation per Year (Weeks)</i>	<i>Accrual Rate (Hours/Month)</i>	<i>Maximum Permissible Accrual</i>
4 years or less	2 weeks	6.67 hours	120 hours
more than 4 years	3 weeks	10 hours	200 hours, <del>except</del> with specific authorization by City Manager

After an ~~employee's first anniversary date of City employment~~ employee completes six months of service, vacations may be scheduled at any time after vacation time is earned, subject to the applicable supervisor's approval and the City's need for the employee's services. ~~Vacation~~ For employees who work more than 35 hours but less than 40 hours per week, vacation accrual is earned in proportion to the employee's FTE equivalent work schedule.

An employee who reaches the maximum accrual amount does not accrue additional vacation leave until ~~he or she~~ the employee utilizes vacation leave so that there is room under the maximum accrual cap ~~or unless it is authorized by the City Manager.~~

Upon separation, employees will be paid for unused vacation time, CTO, and personal holidays. The employee's current rate of pay ~~prior to the date of termination~~ at the time of separation will be used to calculate payment.

### 3.10 Holidays

All ~~regular~~ full-time employees ~~who have completed their introductory period~~ will receive pay at their normal hourly rate for the following twelve (12) holidays subject to the restrictions described below:

New Year's Day  
 Martin Luther King Day  
 Presidents' Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veteran's Day  
 Thanksgiving (2 days)  
 December 25 (2 days)  
 Personal Holiday (1 day)

Full-time employees are eligible for holiday benefits. Employees who are not classified as ~~regular~~ full-time employees are ineligible for holiday benefits. ~~Such employees do not work on holidays, and are not paid for those days.~~

In order to be eligible for holiday benefits, an employee must work the last scheduled workday before and the first scheduled workday after the holiday unless receiving approval from their supervisor.

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed. Pay for a holiday is equal to eight (8) hours of the employee's regular rate of pay, for employees who work 40 hours in a week, or a pro-rata amount for employees who are regularly scheduled to work fewer more than 35 but less than 40 hours per week.

Employees on unpaid leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.

Employees who are required to work on a holiday shall be compensated ~~as though the time worked was overtime~~ at time and one-half the employee's base rate of pay.

### 3.11 Regular Sick Leave (Full Time Employees)

Full-time employees will accrue sick leave benefits at the rate of eight (8) hours per month, for employees who work forty (40) hours in a week. ~~New employees accrue sick leave; but cannot use prior to passing their introductory period.~~ This benefit is not available to part-time, permanent intermittent, or temporary employees, ~~or employees who have not completed the introductory period.~~ Such employees ~~do not~~ accrue ~~regular~~ sick leave in accordance with the "Minimum Sick Leave" policy below.

Eligible employees may use sick leave ~~only~~ after completing ninety (90) days of employment. Sick leave can be used for an absence due to ~~their~~ the employee's own illness or injury, the illness or that injury of an immediate family member, to obtain preventive care, to obtain assistance when the employee or a family member is a victim of a qualifying act of violence, and for any other reason authorized by applicable law.

~~Employees may, if they so desire, donate their sick leave to another employee, with the prior written approval of the City Manager, provided that: 1) the donating employee must have a balance of at least forty (40) hours of sick leave left available after the donation; 2) the employee to whom the sick leave is donated must be eligible to accrue sick leave and must have suffered a catastrophic illness or injury reasonably expected to cause him or her to exhaust accrued sick leave balances; and 3) the donating employee has neither received any form of notice from the City indicating its intention to terminate employment (with or without cause) nor voluntarily submitted a resignation to the City.~~

Employees who are unable to report to work due to illness or injury are to notify their direct supervisor before the scheduled start of their workday. The direct supervisor must also be contacted before the scheduled start of each additional day of absence.

~~The City may require a licensed physician's statement verifying the illness or injury and the date when the employee is released to return to work as a condition to receiving sick leave benefits and/or returning to work. Although a licensed physician's statement normally will not be requested for absences of less than three (3) working days, the City may request such a statement in situations where the City determines it is warranted.~~

If an employee is absent for five (5) or more consecutive days, the City may require a licensed physician's statement verifying the employee's ability to return to work.

Sick leave is intended solely to provide income protection in the event of illness or injury and may not be used for any other purpose unless authorized by law. Sick leave may not be utilized as a substitute for vacation or other forms of leave.

Sick leave has no cash value. Employees will not be paid for unused sick leave benefits while they are employed nor at separation from employment.

### 3.11a Minimum Sick Leave (For Employees Ineligible for Regular Sick Leave)

Any employee who is not otherwise eligible for sick leave under the City's sick leave policy in section 3.11 (i.e. temporary and part-time employees) shall be eligible for this Minimum Paid Sick Leave. An employee who ~~on or after July 1, 2015,~~ works thirty (30) or more days within a year from the commencement of employment is eligible for Minimum Paid Sick Leave. This policy is intended to comply with the requirements of ~~the Healthy Workplaces, Healthy Families Act of 2014 at Labor Code section 246(e)(2) and should be interpreted consistently~~ California law.

~~Employees who are eligible as of July 1, 2015, will be granted a twenty four (24) hours on July 1, 2015 for use during the remainder of that calendar year once the employee has been employed for at least ninety (90) days. Eligible employees who are hired after July 1, 2015, shall be granted twenty four (24) hours upon hire for use during the calendar year of their hire. Every year thereafter, on January 1st, each covered part time employee shall receive an annual grant of twenty-four (24) hours of Minimum Paid Sick Leave for use during that calendar year.~~ Upon hire, employees will be provided with a lump sum of forty (40) hours of sick leave for use during that calendar year. Employees are eligible to use sick leave after completing ninety (90) days of employment. At the commencement of each calendar year thereafter, employees will be granted a lump sum of forty (40) hours for use during that calendar year. This annual grant does not roll over to the next calendar year and is not paid out upon termination of employment, retirement, or death. The Minimum Paid Sick Leave entitlement and its use shall be reflected on the covered employee's regular pay stubs.

~~As of October 4, 2023, per SB 616 all part time employees shall be entitled to 5 days of sick leave per calendar year which will be front loaded on January 1<sup>st</sup> of each year. Employees will be allowed to accrue up to 80 hours or 10 days of sick leave maximum at any time.~~

Minimum Paid Sick Leave may be used for any purpose ~~leave is otherwise typically used, when available, for illness and consistent with those uses set forth in the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522)~~ authorized by law. These uses include, but are not limited to use by a covered employee for preventative care or diagnosis, care, or treatment of an existing health condition for the covered employee or his or her family member; and use by a covered employee ~~who is a victim of domestic violence, sexual assault, or stalking. A covered employee may not be required to find a replacement worker in order to utilize Minimum Paid Sick Leave to obtain~~ assistance or services when that employee or a family member is a victim of a qualifying act of violence. For purposes of this policy, a “family member” is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild, sibling, or “designated person.” For purposes of this policy, “designated person” means a person identified by the employee at the time the employee requests paid sick leave. An employee can designate one person per 12 month period, measured from the time the employee first designates a person.

Procedural requirements, including those requirements related to notice, request of use, acceptable uses, prohibited uses, minimum increments, and medical certification shall be governed by existing policies relating to unscheduled leave as set forth in the regular sick leave policy.

## **SECTION 4. HOURS AND PAY**

### 4.01 Workweek and Workday

The City’s workweek begins on Sunday at 12:00am, and ends the following Saturday at 11:59pm. The City’s workday starts at 12:00am, and ends at 11:59pm.

### 4.02~~4.01~~ Work ~~Week~~ Schedule

The normal work week for most City employees is eight (8) hours per day, five (5) days per week. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. In order to accommodate the City’s operational needs, it may be necessary to change individual work schedules on either a short-term or long-term basis. Due to the nature of the City’s business, there may also be a need to respond and perform work outside of regular business hours.

Employees should not report to work prior to their scheduled starting time, nor stay after their scheduled stop time, ~~for more than a combined time of seven (7) minutes~~. Employees should not stay over or come to work early without express prior authorization from their supervisor.

Employees must call prior to the beginning of their workday for each day of absence unless other arrangements have been made with their supervisor. Failure to notify a supervisor in advance of an absence will constitute an unauthorized absence.

Unless otherwise stated, any employee who is absent for two consecutive work days without notifying ~~his/her~~the employee's supervisor is considered to have voluntarily resigned without notice at the close of the second day.

#### 4.034.02 Timekeeping and Overtime

**Timekeeping**: Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.

Employees should accurately record the time they begin and end their work as well as the beginning and ending time of any split shift or departure from work. ~~Both administrative and maintenance~~All non-exempt employees have designated time sheets to use for recording their time.

~~The City may, in its sole discretion, determine that certain non-FLSA exempt classifications of employees must utilize time clocks. Those employees required to use a time clock to record their work hours should do so accurately. Employees should punch in and punch out as they begin and end their work period, as well as, the beginning and ending time of any split shift or departure from work. It is every employee's responsibility to record their own work hours. Employees may not punch in or punch out for any other employee.~~

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including immediate termination of employment.

**Breaks**: During each work day, employees are entitled to two paid rest periods of 15 minutes each. To the extent possible, the employee should, at their discretion, take rest periods as close to the middle of each four hour work period as possible. Since rest periods are counted as hours worked, employees must not be absent from their work stations beyond the allotted rest period. Rest periods cannot be saved and used to extend lunch or to leave early/come in late to work. Supervisors are responsible for scheduling rest periods.

**Lunch**: All employees are entitled to one unpaid meal period each workday. Administration employees take one-half hour during the middle of the work day. Maintenance employees take one-half hour, staggering the meal period amongst the employees. Supervisors will try to accommodate requested scheduling variations based on operating requirements. During the meal period, employees will be relieved of all active responsibilities and restrictions and will not be compensated for that time.

**Overtime and Work Assignments**: When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. The City reserves the right to assign employees to jobs other than their usual assignments when required. Advance notification of these mandatory assignments will be provided whenever possible. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. No employee may work overtime without the prior approval of their supervisor. Failure to work scheduled overtime or overtime worked without prior authorization

from the supervisor may result in disciplinary action, up to and including termination of employment.

Paid holidays, sick days, vacation, or other leave do not count as hours worked for purposes of overtime.

- Time worked: Employees shall record all time worked including time worked over their normal schedule on the time sheet at the time it actually occurs. Compensatory time off (CTO) will be logged on a daily basis.
- Weekends: Weekend work does not automatically qualify for [overtime or](#) CTO. Hours worked on Saturday/Sunday qualify only if qualified as overtime hours.
- Holidays Worked: Employees who work on a recognized holiday shall be given compensation time off at one and one-half (1-1/2) time rate for hours actually worked on the holiday.

#### ~~4.04~~[4.03](#) Compensatory Time Off (CTO)

Overtime is given in the form of cash wages or, at the employee's option, Compensatory Time Off (CTO). In either case, overtime will be compensated at time and one-half (1-1/2) rate, for all hours worked in excess of 40 hours in any given work week. The employee should designate on his or her time card whether cash compensation or CTO is selected for the overtime worked in that work period.

Upon reasonable advance request, CTO may be taken at a time mutually acceptable to the employee and the supervisor given operational constraints. Upon separation, the employee will be paid for any outstanding CTO.

No employee may accrue any more than 240 hours of CTO.

[The City reserves the right to impose a mandatory cash-out of CTO at times selected by the City.](#)

#### ~~4.05~~[4.04](#) Wage and Salary Administration

**Payroll:** Employees are paid twice monthly. Each paycheck will include earnings for all work performed through the end of the current payroll period. The City offers direct deposit and encourages employees to utilize this method for payment, which shall be at the employee's option.

**Payroll Deductions:** The law requires that the City make certain deductions from every employee's compensation. Among these are applicable federal withholding, state withholding, State Disability Insurance (SDI), Social Security, Medicare taxes, and court-ordered garnishments.

Deductions will also be made for health insurance and dental premiums for family members if an employee [is eligible for and](#) requests such insurance and deductions.

If you have any questions concerning deductions made from your paycheck, please contact Human Resources.

#### 4.06~~4.05~~ Payday

The City's payday is the 5th and the 20th of each month. Employees can pick up their paychecks at the Human Resources Office between 8:00 a.m. and 5:00 p.m. on that payday.

#### 4.07~~4.06~~ Compensation Philosophy

Each City position is paid according to a "salary range" established by the City Council. Each salary range may have one or more "salary steps" within it. For example, a Maintenance Worker H position could be set at salary range XX, which could have 5 salary steps, A-E, each of which pays an increasing amount in 5% increments.

In an effort to attract and retain qualified employees, it is the City's policy to establish competitive salaries and merit increase programs. The City Council is responsible for administering the wage and salary program and for ~~recommending~~approving necessary salary range and position ~~reclassifications~~classifications.

The salary range limits by job classification and cost-of-living (COLA) increases will be determined by the City Council. Cost-of-living increases mean salary or compensation adjustments related to economic conditions (cost of living) rather than performance. Such increases are not granted regularly and when given are granted to all employees within a particular class rather than to individuals.

Individual employees will normally be hired at the lowest step in a given salary range, but may be hired at a higher step in the discretion of the City Manager. Employees ~~hired at Step A~~ are eligible for consideration of a step increase ~~when they have successfully completed their initial introductory period. Thereafter, employees are eligible for further step increases at the time of~~at their annual performance evaluation if their performance has been satisfactory. A satisfactory performance evaluation does not guarantee a compensation increase. All step increases are determined by the City Manager in his or her discretion.

#### 4.08~~4.07~~ Stand-by Duty

Employees in the classifications of Public Works Superintendent, ~~Public Works Director~~, Maintenance Worker I and II, Chief Water Treatment Plant ~~Operator~~Waste Operator, and Waste Water Operator may be assigned by their supervisor to perform "stand-by duty" in addition to regularly scheduled work. Employees assigned to stand-by duty are obligated during the period of stand-by duty to remain available to be called back to work in the event of an emergency or critical maintenance incident during a period of time when City employees are not normally on-duty, including nights, weekends and holidays, when in the judgment of the City the public health, safety and welfare requires that the emergency or critical maintenance incident cannot be left unresolved until public works employees would normally return to work.

Employees scheduled to be on stand-by duty shall be available at all times either by telephone or cell-phone as previously arranged with the supervisor. ~~Employees~~During stand-by duty, employees are free to undertake any private activities, provided that the employees on stand-by shall return to work within thirty (30) minutes of a "call-back" and shall not use or ingest any alcohol or drugs while on stand-by duty.



Employees scheduled to be on stand-by duty may be permitted or required to take a City vehicle home so that they can respond directly to the scene without first responding to the City's corporation yard to obtain the vehicle or tools. If permitted or required to take a City vehicle home, the employee shall not utilize either the vehicle or any tools for any private purpose. The vehicle may only be driven to and from work.

Employees shall be paid for ~~each hour of~~ stand-by duty as ~~provided~~approved by ~~motion of~~ the City Council ~~from time to time~~. Such time shall not be considered "hours worked" for purposes of the Fair Labor Standards Act ("FLSA").

An employee on stand-by duty who receives a request to report or receives a "call back" shall report to work not later than 30 minutes after the first attempt by a supervisor to contact the employee. An employee shall be compensated at his or her normal hourly rate for all time spent on the call-back, including travel to and from the work location. All such time shall be considered as "hours worked" for purposes of the Fair Labor Standards Act ("FLSA"). Any call-back shall be paid for a minimum of two (2) hours, but only hours actually worked shall be counted as hours worked for FLSA purposes. However, any call-back which occurs less than two (2) hours prior to the beginning of the employee's regularly scheduled shift shall be compensated only for the time actually worked.

## **SECTION 5. BENEFITS**

### 5.01 Benefits Eligibility

Eligible employees of the City are provided a wide range of benefits. A number of the programs, e.g., workers' compensation, state disability, and unemployment insurance cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors including the number of hours an employee works. Human Resources will identify the programs for which you are eligible.

In general, the City provides a City paid life insurance policy of \$25,000.00 to full-time employees; with the ability for the employee to purchase additional life insurance.

The City provides a health benefit allowance for Health, Dental and Vision Insurance.

The City provides access to a Deferred Compensation Plan,

### 5.02 Worker's Compensation Insurance

The City is permissibly self-insured for worker's compensation as required by law to protect employees who are injured on the job. This self-insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury (if an employee is not hospitalized) when ~~he or she~~the employee is determined to be unable to work. The cost of these benefits is paid completely by the City.



If you are injured while working, you must file a report of injury immediately with your supervisor, regardless of how minor the injury is. If you have any questions regarding the Worker's Compensation Self-Insurance Program, please contact ~~the~~ Human Resources.

### 5.03 State Disability Insurance

As an additional benefit, you are covered under the State Disability Insurance plan (SDI). This insurance provides low cost disability protection if illness or injury not caused by the job prevents you from working.

All employees are eligible and pay for this program. Claim forms are available in Human Resource's office. You must file a claim to receive any payment.

## **SECTION 6. EMPLOYEE REQUIREMENTS**

### 6.01 Employee Conduct and Work Rules

The City strives to operate efficiently while providing a safe and pleasant working environment for its employees. To this end, it is necessary to set certain standards of conduct and provide employees with guidance concerning unacceptable behavior. Infractions of these rules will result in disciplinary action, up to and including termination. It must be noted that this list is not exhaustive and merely contains examples of the types of conduct that can lead to the imposition of disciplinary action. The City reserves the right to determine conduct that is detrimental to the safety and welfare of its employees or operations. [Nothing in this policy impacts an employee's at-will status. Employees can still be terminated or disciplined on an at-will basis at the City's discretion.](#)

The following conduct is unacceptable:

- Falsification of information on an application or physical examination questionnaire, including falsification by omission;
- Falsifying City or personnel records;
- Dishonesty in the workplace;
- Failure to observe working hours and overtime requirements and restrictions;
- Operating machinery or equipment in an unsafe manner such that it might endanger the safety of oneself or others;
- Theft of, unauthorized possession of, or intentional damage to City, state, or staff property;
- Altering, removing, or destroying records without permission;
- Physical or verbal abuse or harassment of the public or City officers, agents or employees;

- Possession of weapons at the work place;
- Threats of violence, either implicit or explicit towards the public or City officers, agents, or employees;
- Defamatory remarks about the City or its officers, agents or employees;
- Insubordination;
- Excessive absences or tardiness;
- Failure to report a personal injury or accident, or damage to City equipment;
- Conduct unbecoming a public employee;
- Unsatisfactory work performance including, but not limited to, unsatisfactory quantity or quality of work;
- Violation of fire or safety regulations;
- Smoking in unauthorized areas;
- Use, possession, manufacture, distribution, transfer, sale, or solicitation of illegal drugs on City property, including City vehicles, or while conducting City business;
- Use, possession or being under the influence of alcohol or illegal drugs on City property, including City vehicles or while conducting City business; or
- ~~Engaging in criminal conduct, whether or not related to job performance.~~

Nothing in the above list alters the at-will nature of employment with the City or requires “cause” for any type of employment action. In other words, even if an employee does not engage in any of the specified conduct above, the employee can still be terminated without cause. City employees do not have a right to any type of pre- or post-disciplinary hearing, or a right to continued employment.

## 6.02 Disciplinary Procedures

When an employee engages in misconduct or an employee’s job performance is unsatisfactory in the judgment of the responsible supervisors, disciplinary procedures may be initiated. The possible disciplinary actions that may be taken against an employee include: oral reprimand, written reprimand, suspension without pay, demotions and/or dismissal. The City reserves the right, in all instances, to decide what level of discipline (if any) to impose. A written record of all disciplinary actions shall be placed in the employee’s personnel file. The written record shall be signed and dated by both the supervisor and the employee. If the employee refuses to sign the documentation, the supervisor shall write “Employee refused to sign” in the space provided for employee’s signature and shall date the entry. A copy of the written record shall be given to the employee.

~~The primary purpose of this policy is to improve the behavior or performance to a standard acceptable to the City so that the employee may continue his/her employment in a successful manner. The responsibility for improvement lies with the employee. The City Manager can and will assist, direct, and suggest; however, continued negative behavior, lack of dependability, or a failure to perform duties in a satisfactory manner will lead to a termination of employment with the City. While concepts of “progressive discipline” will often be considered by the City, the City reserves the right in appropriate cases to impose more severe disciplinary action, including termination, without previous less severe discipline being imposed.~~

### 6.03 Administrative Leave

The City Manager may at any time, whether as a part of the disciplinary process or otherwise, place an employee on administrative leave with pay if the ~~he or she~~employee determines that such action is in the best interests of the City.

### 6.04 Grievance Procedures

The City is committed to on-going, open communication with employees regarding performance, goals, objectives, policies, benefits, and all other issues which have an impact on employees. The City understands that during the course of City business, disputes can and will arise and urges employees to resolve these disputes through communication and compromise. The purpose of these grievance procedures is to allow all employees to voice ~~job-related~~City-related complaints, to have them considered fairly by the City and to have them resolved at the lowest level possible.

A “grievance” is an asserted complaint of a violation, misinterpretation, inequitable application of or non-compliance with existing City rules, regulations, or policies. ~~However, neither~~Complaints relating to employment classification, performance evaluations ~~nor and/or~~ disciplinary action ~~are do not fall~~ within the definition of a “grievance” for purposes of this policy and the City will not engage in its grievance procedures regarding these complaints.

The City will not take punitive action against any employee for using the grievance procedure.

Each party involved in a grievance shall act quickly so that the grievance can be resolved promptly. Every effort should be made to complete the grievance procedure within the limits specified in the grievance procedure. The parties may extend the time limitations for any step through mutual consent.

### **Informal Grievance Procedures**

**First Step.** An employee must first discuss the grievance with ~~his/her~~the employee’s supervisor within seven (7) calendar days of the incident giving rise to the grievance. The supervisor shall make sure that any grievance made by an employee, in any form or manner, receives prompt, fair attention. If the supervisor fails to take any action on the employee’s grievance within seven (7) calendar days of the report, the employee’s informal grievance is deemed denied.

### **Formal Grievance Procedures**

**Second Step.** If the employee feels the grievance has not been settled to ~~his/her~~the employee's satisfaction within seven (7) calendar days of their presenting the grievance to ~~his/her~~the employee's supervisor, the employee may file a formal grievance. The employee must file this grievance within seven (7) calendar days of the denial of the informal grievance by submitting to ~~his/her~~the employee's immediate supervisor a written statement giving a concise account of the grievance. The written statement shall include:

- The date of the event;
- A brief summary of what happened;
- The rule, regulation, or policy the employee claims was violated;
- The names of the individuals involved;
- Other pertinent information that may be necessary to arrive at a full understanding.

The immediate supervisor shall reply, in writing, to the employee initiating the grievance within seven (7) calendar days of receiving the grievance statement. If the grievance is settled at this point, no further action will be taken, and the supervisor's decision will be considered final and binding.

**Third Step.** If an employee is not satisfied with the decision at the second step of this procedure, he/she will have an additional three (3) working days to request a decision by the City Manager. The City Manager will discuss the problem with the employee and ~~investigate the~~review the immediate supervisor's verbal or written decision within ten (10) working days unless ~~he or she~~the City Manager determines that additional time is required under the circumstances. The City Manager shall provide ~~his or her~~a response in writing to the employee. The decision at this step shall be final and conclusive for all parties.

#### 6.05 Attendance and Punctuality

To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting for work. Absenteeism and tardiness place a burden on other employees and the City. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he/she must notify the supervisor as far in advance as possible of normal business hours and, at a minimum, within the first half hour of the start of the employee's shift. Poor attendance and excessive tardiness are disruptive and unacceptable and may lead to disciplinary action, including termination of employment.

#### 6.06 Safety

Establishment and maintenance of a safe work environment are the shared responsibility of the City and employees at all levels. The City will take all reasonable steps to assure a safe environment and compliance with federal, state, and local safety regulations.

Employees are expected to comply with safety rules and to exercise caution in all their work activities. They must immediately report any unsafe conditions to their supervisor. Both

supervisors and employees at all levels are expected to correct unsafe conditions as promptly as possible.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with laws and initiate insurance and workers' compensation procedures.

It is the responsibility of each employee to:

- Be constantly aware of potential problems within the work environment which may cause injury, and report any problems to ~~his/her~~the employee's supervisor;
- Continually familiarize himself/herself with the safe operation of equipment and the safe use of chemicals;
- Obey all safety rules and regulations established by the City and practice them to the best of ~~his/her~~the employee's ability;
- Report immediately to ~~his/her~~the employee's supervisor all hazards that could cause or have caused injury.

All employees are responsible for complying with the safety procedures. Violations of safe working procedures are cause for disciplinary action, up to and including termination of employment.

#### 6.07 Dress Standards

In the interest of presenting a professional image to the public, employees are expected to dress in a business-like manner that reflects our respect for our public and the importance of the work we do together. Employees are expected to present a clean and neat appearance and to dress professionally in accordance with their working environments (e.g. office work, field work, etc.). The supervisor is responsible for enforcing proper dress and personal hygiene. If an employee's dress and grooming are determined to be inappropriate, the employee will be counseled by ~~his/her~~the employee's supervisor. In some cases, the employee's supervisor may send the employee home to change, without pay. Violation of this policy by an employee may result in disciplinary action.

While no professional dress policy can be all encompassing, for purposes of guidance, the following are examples of inappropriate dress:

- Bib overalls;
- Undershirts, tank tops, halter tops, midriff or tube tops;
- Clothing that is torn or has holes, sweatsuits or athletic apparel;
- Flip flops or slippers.

Hair is to be clean, combed, and neatly trimmed. Sideburns, mustaches, and beards should also be clean and neatly trimmed.

#### 6.08 Telephone Usage

To assure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Use of [City](#) telephones for personal calls, including local calls, is to be kept to a minimum. Employees may not utilize City telephones so as to incur any charges which are charged to the City. Personal calls made on personal cell phones should be made during breaks or meal periods.

#### 6.09 Smoking

In keeping with state law and the City's intent to provide a safe and healthful work environment, smoking is prohibited while on duty and is prohibited throughout the workplace, including City vehicles.

On breaks, smoking is permitted outside of buildings in areas where the smoke will not enter buildings.

#### 6.10 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual and potential conflicts of interest, or even the appearance of conflict of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is defined to include the employee's spouse, children, parents, siblings, grandparents, aunts, uncles, nieces, and nephews whether by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she discloses to the City Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where the employee or relative has a significant ownership in a firm with which the city does business, but also when an employee or relative receives any kickback, bribe, gift, or special consideration as a result of any transaction or business dealings involving the city.

Upon assuming their respective positions with the City and annually thereafter, all designated employees of the City must execute the Conflicts of Interest Disclosure Statement required by the Fair Political Practices Commission, as it may be amended from time to time and must agree to be bound by its provisions.

City employees are prohibited from threatening or discriminating against consultants or contractors for arbitrary or capricious reasons, or personal gain.

State law establishes separate and distinct policies regarding the prohibition of certain defined conflicts of interest, as well as the disclosure of income, assets, and business position. It is the employee's responsibility to comply with these laws and policies and to contact Human Resources regarding these requirements.

#### 6.11 ~~Proprietary and~~ Confidential Information

The materials, products, designs, plans, ideas, and data of the City are the property of the City and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct.

Employees shall not disclose any confidential information, including without limitation, billing records or other personal data regarding a member of the public, personnel records of the City, or information regarding actual or potential claims and litigation against the City.

Any employee who participates in any practice prohibited by this section will be subject to disciplinary action, up to and including possible discharge from employment.

#### 6.12 Use of City Equipment and Vehicles

Equipment and vehicles essential in accomplishing job responsibilities are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, ensure that the equipment is maintained, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machine, tool, or vehicle appears to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees and others.

Personal use of City property is prohibited. Any City equipment or property assigned to an employee must be returned immediately upon the City's demand and at its sole discretion. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations may result in disciplinary action, including termination of employment.

All City employees driving a City owned vehicle or a privately owned vehicle in the conduct of City business must have a valid unexpired California driver's license and appropriate insurance coverage.

It is the employee's responsibility to report immediately incidents resulting in the loss or suspension of ~~his/her~~the employee's driver's license to Human Resources. An employee for whom driving is an essential job function and who loses ~~his/her~~the employee's driver's license, is convicted of, or pleaded no contest to, or entered into a diversion program to avoid conviction of

reckless driving or driving under the influence of alcohol or drugs, or becomes uninsurable as a driver, may be terminated.

When traveling on City business, all employees shall use safety belts and observe all traffic laws. The City shall not assume financial responsibility for traffic citations received by employees driving either City owned vehicles or privately owned vehicles on City business.

Employees who are assigned a City owned vehicle are responsible for attending to routine maintenance including, but not limited to, gas and tires.

#### 6.13 Changes In Employee's Personal Information

All employees are required to notify the Human Resources office of changes in their personal information. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personal information accurate and as up-to-date as possible.

### **SECTION 7. GENERAL ADMINISTRATIVE POLICIES**

#### 7.01 Mileage Reimbursement

~~With the City Manager's approval, an~~An employee will be reimbursed for mileage incurred while driving ~~his/her~~the employee's personal car on City business. This reimbursement does not include traveling between home and work unless the employee is responding to an after hours "on-call" message or is otherwise approved by the City Manager.

Current reimbursement rates may be obtained from Human Resources.

#### 7.02 Expense Reimbursement

City employees will be reimbursed for necessary business expenses directly related to authorized activity of the organization.

Employees are to receive prior authorization from the appropriate supervisory personnel before incurring any reimbursable expense. Unauthorized or inappropriate expenditures by employees will not be reimbursed by the City. Receipts will be required for reimbursements.

#### 7.03 Personal Property

Employees are advised not to bring personal property with them to the workplace or with them while conducting City business, as the City assumes no responsibility for such personal property and will not reimburse employees for damages or loss of employee's personal property.



#### 7.04 Media Contact

Employees shall refer all media requests to the City Manager. Employees are not permitted to communicate with the media on the City's behalf unless they have received specific, prior authorization by the City Council or City Manager.

#### 7.05 Credit Card(s) and Credit Accounts

Employees may not utilize City credit cards or credit accounts without the prior consent of the City Manager.

### **SECTION 8. SEPARATIONS**

#### 8.01 Separations from Employment

There will be times when the employment relationship will be terminated, whether by the City, the employee, or by mutual agreement. Although advance notice is not required, the City requests that employees who are resigning voluntarily provide at least two weeks written notice of resignation from all employees. Again, this is not required.

#### 8.02 Return of City Property

Employees are responsible for all City property, materials, or written information issued to them or in their possession or control. Employees must return all City property that is in their possession or control in the event of separation of employment or immediately upon request.

#### 8.03 Exit Interview

Human Resources will generally schedule an Exit Interview with each employee who leaves the City regardless of the reason. This interview allows employees to communicate their views on their work with the City and the job requirements, operations, and training needs. It also provides the employee an opportunity to discuss such issues as employee benefits, **COBRA medical benefits** (~~Title X of the Consolidated Omnibus Reconciliation Act of 1985~~) and repayment of any outstanding debts to the City.

**CITY OF PLYMOUTH**  
**AT-WILL STATEMENT AND EMPLOYEE ACKNOWLEDGMENT**

**A. At-Will Statement**

All City employees serve at the discretion of the City Manager. Accordingly, employment by the City is employment "At-Will." ~~No~~Except for the City Manager, no manager, supervisor, client, or representative of the City has any authority to enter into any agreement for employment for any specific period of time or to make any agreement for employment other than "At-Will."

Employment with the City is also by mutual consent. The City reserves and retains the right to terminate any employment relationship with any employee, at any time, for any reason, or no reason, with or without notice. The employee also retains the right to terminate ~~his/her~~the employee's employment at any time, for any reason, or no reason, with or without notice

This manual is not a contract of employment and is subject to change. It may be revoked, altered, amended, or modified at any time by the Plymouth City Council.

**B. Acknowledgment**

This is to acknowledge that I have received a copy of the City's Personnel Manual. I understand that it contains important information on the City's general personnel policies and on my privileges and obligations as an employee. I further understand that I should contact the Personnel Officer to obtain more comprehensive information on the City's personnel policies.

I understand that I am governed by its contents and that those contents may be subject to change. Changes to this document are implemented at the sole and absolute discretion of the Plymouth City Council and may occur with or without prior notification. I further understand that my employment with the City is for a no fixed term and is by mutual consent. Consequently, either the City or I may terminate the employment relationship at will, at any time, for any reason, or for no reason, with or without prior notice.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Employee Copy - Please sign and keep with your Personnel Manual**

**CITY OF PLYMOUTH**  
**AT-WILL STATEMENT AND EMPLOYEE ACKNOWLEDGMENT**

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\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Please sign this document and return to the Personnel Officer**

<b>Summary report:</b> <b>Litera Compare for Word 11.11.0.158 Document comparison done on</b> <b>1/14/2026 9:58:55 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://bbklaw-mobility.imanage.work/imanage/44575745/1 - ORIGINAL - Plymouth Employee Handbook.docx	
<b>Modified DMS:</b> iw://bbklaw-mobility.imanage.work/imanage/44577695/1 - UPDATED - Plymouth Employee Handbook (2025) (clean).docx	
<b>Changes:</b>	
<a href="#">Add</a>	294
<del>Delete</del>	255
<del>Move From</del>	0
<a href="#">Move To</a>	0
<a href="#">Table Insert</a>	0
<del>Table Delete</del>	0
<a href="#">Table moves to</a>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	549

## **EXCERPT FROM CITY OF PLYMOUTH MUNICIPAL CODE**

### **§ 2.08.090      Authority over employees.**

It shall be the duty of the City Manager, and the City Manager shall have the authority to manage, supervise, and give directions to all heads of departments under the City Manager's jurisdiction and, through their department heads, to subordinate officers and employees. The City Manager shall be responsible for, supervise, and direct, the functioning of all City departments, personnel, and consultants, other than the City Clerk, City Treasurer, and City Attorney. The City Manager shall be responsible for the evaluation of employees, including granting of step increases in salary. The City Manager shall be responsible for the appointment, removal, promotion, discipline, evaluation, or demotion of all other City employees and/or may authorize department heads to appoint, remove, promote, discipline, evaluate, or demote employees, in accordance with the Personnel Rules of the City.



# **8.1**

## **CLOSED SESSION**





RECEIVED

DEC 31 2025

SUM-100

**SUMMONS**  
(CITACION JUDICIAL) City of Plymouth  
Plymouth, CA 95669

**NOTICE TO DEFENDANT:**  
(AVISO AL DEMANDADO):  
CITY OF PLYMOUTH, and DOES 1 through 10.

**YOU ARE BEING SUED BY PLAINTIFF:**  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):  
OUTFRONT MEDIA LLC, a Delaware limited liability company

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
Superior Court of California,  
County of Amador  
12/30/2025 at 12:00:19 PM  
By: J. ACOSTA, Deputy Clerk

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California, For the County of Amador  
500 Argonaut Lane  
Jackson, CA 95642

CASE NUMBER  
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante o del demandante que no tiene abogado, es):  
Mohammad Walizadeh (SBN 233390) Sean R. Marciniak (SBN 251840) Ellis F. Raskin (SBN 314637)

Hanson Bridgett LLP, 1000 4<sup>th</sup> Street, Suite 700, San Rafael, CA 94901

(Telephone: (415) 925-8400) (Facsimile: (415) 925-8409)

DATE:

(Fecha) 12/30/2025

A. SEXTON

Clerk, by

(Secretario)

J. ACOSTA

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☒ other (specify):

CCP §416.50 Public Entity

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

**FILED**

Superior Court of California,  
County of Amador  
**12/30/2025 at 11:58:50 AM**

By: J. ACOSTA, Deputy Clerk

1 HANSON BRIDGETT LLP  
MOHAMMAD WALIZADEH, SBN 233390

2 [REDACTED]  
SEAN R. MARCINIAK, SBN 251840

3 [REDACTED]  
ELLIS F. RASKIN, SBN 314637

4 [REDACTED]  
5 San Rafael, California 94901

6 Telephone: [REDACTED]

Facsimile: [REDACTED]

7 Attorneys for Plaintiff  
Outfront Media LLC

CASE ASSIGNED FOR ALL PURPOSES TO  
HON. RENEE C. DAY  
CCP 170.6

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF AMADOR**

13 **OUTFRONT MEDIA LLC, a Delaware**  
14 **limited liability company,**

15 **Petitioner,**

16 **v.**

17 **CITY OF PLYMOUTH, and DOES 1 through**  
18 **10,**

19 **Defendants.**

Case No. 25CV15005

**VERIFIED PETITION FOR WRIT OF  
MANDAMUS AND/OR  
ADMINISTRATIVE MANDATE;  
COMPLAINT FOR DAMAGES, INVERSE  
CONDEMNATION, AND  
DECLARATORY RELIEF**

BY FAX

21 **INTRODUCTION**

22 I. In this proverbial "no good deed goes unpunished" saga, Petitioner/Plaintiff  
23 Outfront Media LLC ("Outfront") attempted to protect the public from potential safety hazards by  
24 conducting lawful customary maintenance on an outdoor advertising display (the "Sign") in the  
25 City of Plymouth ("City"). With no legal basis, City Building Official John Peabody interrupted  
26 this customary maintenance on October 7, 2025. The building official ordered Outfront to stop all  
27 work on the Sign, despite the fact that Outfront is obligated under local law to maintain outdoor  
28 advertising displays in a safe condition. Since then, the City has unlawfully prohibited Outfront

VERIFIED PETITION FOR WRIT OF MANDAMUS AND/OR ADMINISTRATIVE MANDATE; COMPLAINT  
FOR DAMAGES, INVERSE CONDEMNATION, AND DECLARATORY RELIEF

*Butler*

from maintaining the site of the Sign in an operable condition. Such has resulted in substantial damage to Outfront (including, but not limited to, lost revenue).

2. The Sign had been lawfully maintained in its location along State Route 49 since 1946. Outfront had the right to conduct customary maintenance on the Sign pursuant to the City's Municipal Code (see, e.g., Chapt. 19.92); State law, including the Outdoor Advertising Act (see, e.g., Bus. & Profs. Code, § 5412; 4 Cal. Code of Regs., § 2270), and Outfront's common law vested rights (see generally *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 323). The City's actions were, and continue to be, in direct violation of its obligations under these (and other) legal authorities.

3. As further set forth in this pleading, Outfront seeks relief in the form of a writ of mandamus and/or a writ of administrative mandate, just compensation pursuant to Business and Professions Code Section 5412, just compensation pursuant to State and Federal protections against unlawful inverse condemnation and takings, and declaratory relief. These remedies are indispensable to the protection of Outfront's rights, as well as to ensuring the fair and impartial application of the City's zoning and building code requirements. All members of the public are harmed by the unlawful and arbitrary violation of these legal standards. Accordingly, Outfront seeks relief that will restore public trust and government accountability.

## PARTIES

4. Outfront Media LLC is a Delaware limited liability company authorized to conduct the business of outdoor advertising in the State of California.

5. Respondent/Defendant City of Plymouth is a California general law city. The City (and its officers, employees, agents, and elected officials) have a legally enforceable public duty to strictly comply with all applicable laws, including but not limited to the City Code, the laws of the State of California, and the United States and California Constitutions.

6. Outfront is currently unaware of the true names and capacities of Does 1 through 10, inclusive, and therefore sue those parties by fictitious names. Outfront is informed and believes that Does 1 through 10, inclusive, are agents of the City, the City Council, or are directors, officers, or other legal or de facto agents of the City, and are responsible in some manner

1 for the conduct described in this pleading. Outfront will seek leave to amend this pleading to state  
2 the true names and capacities of the fictitiously named parties if necessary and when the same  
3 have been ascertained.

#### 4 JURISDICTION AND VENUE

5 7. This Court has jurisdiction over this action pursuant to California Constitution  
6 article VI, section 10. This Court has personal jurisdiction over Respondents/Defendants because  
7 they are present or transact business within Amador County's jurisdictional limits.

8 8. Venue properly lies in this Court because an action against a city may be tried in  
9 the superior court of the county in which the city is situated (Code Civ. Proc., § 394, subd. (a)), or  
10 where some or all defendants reside at the commencement of the action. (*Id.*, § 395, subd. (a).)

#### 11 FACTS

12 9. Outfront maintains an outdoor advertising display with two facings (the  
13 aforementioned "Sign" described in the introduction), which is located at 18328 State Route 49  
14 (APN 010-111-007) within the City of Plymouth (the "Property"). The Sign is located within feet  
15 of the Golden Chain Highway, as well as on a property through which livestock and people  
16 regularly traverse.

17 10. The Sign was constructed in 1946, in what was then unincorporated Amador  
18 County. In the intervening years, the City expanded and annexed the Property, and adopted its  
19 modern zoning and sign regulations.

20 11. The Sign constitutes a legal nonconforming use.

21 12. Since its inception, the Sign has been used continuously for outdoor advertising.  
22 During the next 15 years, the Sign is expected to result in at least \$733,236 in revenue to Outfront.

23 13. In or around late September 2025, Outfront was informed that the Sign had begun  
24 to lean, creating a potential safety hazard for the adjacent highway and, within the Property, for  
25 persons traversing and livestock grazing the surrounding field. Rather than allow conditions of the  
26 Sign to deteriorate further and risk injury to affected parties, Outfront elected to perform  
27 customary maintenance to restore the Sign to its pre-existing fully upright position. In order to  
28 repair the leaning Sign, Outfront's repair crew began to temporarily dismantle the Sign to allow

1 the posts to be reset to a stable position, with the goal of maintaining the Sign in the exact location  
2 and configuration in which it had previously existed, using the original posts with minor  
3 reinforcement. They dug holes next to existing posts to remove the unstable, subsurface concrete  
4 footings. Outfront had no intention to remove or abandon the Sign, or change its location. Outfront  
5 estimates that the process to correct the Sign's leaning condition would cost \$1,900.

6 14. During this repair process, on or about October 7, 2025, the City's building official  
7 (John Peabody) approached Outfront's staff and indicated they should stop work on the Sign. The  
8 City did not issue any written warnings or citations but, in the spirit of cooperation and to avoid  
9 the initiation of a code enforcement action, Outfront staff complied with the City's directive.  
10 Outfront separated the Sign into segments and temporarily moved those segments to storage. In  
11 good faith, Outfront communicated with the City, to show its intended actions constituted  
12 customary maintenance, and Outfront worked in good faith with the City to try to find a resolution  
13 that would allow Outfront to continue operating the Sign.

14 15. As alleged above, the Sign was erected in unincorporated Amador County, south of  
15 the City's municipal boundary. Thus, even if municipal sign ordinances existed in 1946, they did  
16 not apply to the Sign's location. The Sign accordingly is a legal nonconforming use and Outfront  
17 has a vested right to continue operating as a matter of law. (*See, e.g., City of Ukiah v. Cnty. of*  
18 *Mendocino* (1987) 196 Cal. App. 3d 47, 56.)

19 16. The City acknowledges these unique rights, with section 19.92.120 of the City's  
20 Code providing distinct sign regulations for legal nonconforming signs. Under section  
21 19.92.120(A)(2), a nonconforming sign may continue in perpetuity, with no City permits required  
22 or conformance with current zoning standards required, so long as no additions, enlargements, or  
23 substantial structural changes are made to the sign. The Code also explicitly allows all  
24 nonconforming signs to undergo customary maintenance, which the Code defines as any activity  
25 or work for the purposes of actively maintaining the sign in its existing approved physical  
26 configuration and size dimensions at the specific location. (PMC § 19.92.070(A)(1)). Permitted  
27 customary maintenance is contrasted with the concept of "substantial alteration," which the Code  
28 prohibits and defines to include a repair or refurbishing that alters the physical dimensions or



1 height of a sign, a repair or refurbishing that replaces any integral component of a sign, and any  
2 non-customary maintenance repairs that exceeds 50% of the depreciated value of the sign and  
3 structure.

4 17. In stabilizing the leaning display, Outfront was required under City law to conduct  
5 maintenance. Under section 19.92.070(B) of the Code, a sign operator has a mandatory duty to  
6 ensure that a “sign and all parts, portions, and materials thereof shall be maintained and kept in  
7 proper repair.” Under the Code, failure to properly maintain a display can constitute both a  
8 nuisance condition and a zoning violation. (*Id.*)

9 18. Here, when Outfront discovered that the Sign was leaning and presented a hazard to  
10 surrounding residents, livestock, and roads, it acted in accordance with the City’s requirement that  
11 the Sign be maintained and kept in proper repair. It disassembled the facings and other elements of  
12 the Sign so that the uprights could be reset, and Outfront continues to keep all the Sign’s original  
13 parts in storage for use once the posts are properly realigned, upon which time Outfront will  
14 resume operation of the Sign in the same location and configuration, and with the same materials,  
15 that have existed for nearly 80 years. Again, there will be no change to the physical dimensions or  
16 height of the Sign, and no replacement of any of the Sign’s integral components, including the  
17 exterior cabinets, bases, and poles.

18 19. While the City’s Municipal Code places no monetary limit on customary  
19 maintenance, Outfront’s maintenance activities are expected to cost \$1,900 – a fraction of the  
20 Sign’s depreciated value, which is preliminary estimated to be \$10,000.

21 20. By preventing Outfront from performing customary maintenance on a legal  
22 nonconforming sign, the City is flagrantly disregarding the rights guaranteed under its own Code  
23 and attempting to penalize a company for taking proactive action to avoid a public nuisance.

24 21. In addition, State law mandates that the City either allow Outfront to engage in its  
25 maintenance of the Sign, or pay Outfront fair compensation for the Sign’s effective removal.  
26 Under California Business and Professions Code Section 5412, no governmental entity, including  
27 the City, is allowed to limit or interfere the customary maintenance of any advertising display  
28 lawfully erected in the State without payment of just compensation under California’s Eminent

1 Domain Law to both the owner of the sign and the owner of the land upon which the sign is placed  
2 (i.e., to Outfront).

3 22. Similar to the City's Municipal Code, State law broadly defines customary  
4 maintenance to include any activity performed on a display for the purpose of actively maintaining  
5 a sign in its existing approved physical configuration and size dimensions at the specific location  
6 approved by the State. (4 Cal. Code of Regs., § 2270). Section 2270 lists specific actions that are  
7 not considered customary maintenance, including raising the height of the sign from ground level,  
8 relocating a sign, adding a facing to a sign, increasing the dimensions of a sign, or adding  
9 illumination to a sign. Here, as shown above, Outfront's proposed maintenance was modest –  
10 restore the Sign's original posts to a fully upright position, and include all of the Sign's original  
11 parts so that it is maintained in its original physical configuration at its preexisting location.  
12 Simply put, Outfront proposed to conduct customary maintenance as defined and protected under  
13 State law.

14 23. The City's actions have already interfered with Outfront's customary maintenance  
15 of the Sign for more than two months, causing the suspension of advertising sales contracts and  
16 resulting in a substantial loss in revenues. Because the City refuses to allow Outfront to proceed  
17 with its maintenance and operation of the Sign, and insists on forcing Outfront to seek a  
18 conditional use permit (which is not a viable solution because a use permit under modern  
19 ordinance would allow a 100-square-foot display, whereas the Sign is 300 square feet), Outfront  
20 seeks a writ on the applicable law, or just compensation for the Sign under Business and  
21 Professions Code §5412 and under the California and United States Constitutions. Based on  
22 expected revenues and the current life of the Sign's lease, just compensation for the Sign is at least  
23 \$733,236.

24 24. Although it was not legally required to do so, on November 12, 2025, Outfront  
25 submitted a claim pursuant to the Government Claims Act (Gov. Code, §§ 810 et seq.) to the City  
26 seeking compensation for the City's unlawful actions. The Government Claims Form is attached  
27 as **Exhibit 1** to this pleading, and Outfront's accompanying November 12, 2025 letter to the City  
28 is attached as **Exhibit 2** to this pleading. After sending the claim form and letter, Outfront

1 continued to reach out to the City to attempt to find a good faith resolution to this matter.

2 Unfortunately, the City has refused to cooperate.

3 25. On December 11, 2025, the City Council of the City of Plymouth met in closed  
4 session to consider Outfront's claims. The City Council rejected Outfront's claims, and the City  
5 then sent a letter dated December 16, 2025 indicating that Outfront's claims had been rejected by  
6 the City. A copy of the City's December 16, 2025 letter is attached as **Exhibit 3** to this pleading.

7 26. Outfront has continued to attempt to resolve this matter in good faith without  
8 seeking Court intervention. However, given the City's unwillingness to work cooperatively,  
9 Outfront was left with no choice but to seek relief in this Court to protect its rights and the rights  
10 of all residents interested in the full and fair enforcement of the law.

### 11 CAUSES OF ACTION

#### 12 **First Cause of Action (Writ of Mandamus and/or Administrative Mandate – CCP §§ 1085 13 and/or 1094.5)**

14 27. Outfront incorporates by reference the paragraphs above, as though fully set forth  
15 herein.

16 28. Code of Civil Procedure Section 1085 provides that a writ of mandate is available  
17 to compel public agencies to perform acts required by law, for failure to perform a mandatory  
18 duty, or for review of quasi-legislative action by a local agency. A writ of mandate "may be issued  
19 by any court to any inferior tribunal, corporation, board, or person, to compel the performance of  
20 an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to  
21 compel the admission of a party to the use and enjoyment of a right or office to which the party is  
22 entitled, and from which the party is unlawfully precluded by that inferior tribunal, corporation,  
23 board, or person." (Code Civ. Proc., § 1085.)

24 29. Inquiry into legality of administrative determinations under Code of Civil  
25 Procedure Section 1094.5 extends to prejudicial abuses of discretion and whether there was a fair  
26 hearing. A prejudicial abuse of discretion is established when an agency has not proceeded in the  
27 manner required by law, an agency's order is not supported by findings, or findings are not  
28 supported by evidence.



1           30.     Writ of mandate relief shall issue where agencies unlawfully force property owners  
2 to obtain unnecessary new permits for a lawfully vested use of their property (see e.g., *Goat Hill*  
3 *Tavern v. City of Costa Mesa* (1992) 6 Cal.App.4th 1519, 1530–1531 [vested right to continue  
4 using property]), or where agencies force property owners to take actions with no legal basis that  
5 interferes with the lawful use or property. (See, e.g., *Sego v. Santa Monica Rent Control Bd.*  
6 (1997) 57 Cal.App.4th 250, 261-262 [Section 1085 writ issued to enjoin board from unlawfully  
7 requiring plaintiffs to sign document under penalty of perjury prior to obtaining a rent certificate].)

8           31.     Outfront seeks relief under Code of Civil Procedure Section 1085, or in the  
9 alternative under Section 1094.5, to enjoin the City's unlawful and prejudicial conduct. The City  
10 prejudicially abused its discretion, failed to act in the manner required by law, and otherwise  
11 violated ministerial and mandatory legal duties through the actions described in this pleading.  
12 There is no substantial evidence (or any evidence) that would authorize the City's actions.

13           32.     Pursuant to Outfront's vested rights, and pursuant to its rights under the City's  
14 Municipal Code (see PMC Chapt. 19.92) and State law (see, e.g., 4 Cal. Code of Regs., § 2270),  
15 Outfront had the right to conduct customary maintenance on the Sign. The City had no authority  
16 or any legal basis to order Outfront to stop this customary maintenance, and the City building  
17 official's October 7, 2025 "stop work" orders were entirely unlawful. Since October 7, 2025, the  
18 City has continued to take the position that it committed no legal violation, and the City has  
19 continued to force Outfront to maintain the Sign in a non-operable condition.

20           33.     For all the foregoing reasons, writ of mandate relief as prayed for in this pleading is  
21 indispensable to protecting the rights of the Outfront, City residents, and other members of the  
22 public beneficially interested in the full and fair enforcement of applicable laws.

23                   **Second Cause of Action (Violation of Bus. & Prof. Code 5412)**

24           34.     Outfront incorporates by reference the paragraphs above, as though fully set forth  
25 herein.

26           35.     Business and Professions Code Section 5412 ("Section 5412") provides a right to  
27 compensation when advertising lawful advertising displays are removed, or when customary  
28 maintenance of those signs is unlawfully restricted: "Notwithstanding any other provision of this

1 chapter, no advertising display which was lawfully erected anywhere within this state shall be  
2 compelled to be removed, nor shall its customary maintenance or use be limited, whether or not  
3 the removal or limitation is pursuant to or because of this chapter or any other law, ordinance, or  
4 regulation of any governmental entity, without payment of compensation, as defined in the  
5 Eminent Domain Law (Title 7 [commencing with Section 1230.010] of Part 3 of the Code of Civil  
6 Procedure), except as provided in Sections 5412.1, 5412.2, and 5412.3. The compensation shall be  
7 paid to the owner or owners of the advertising display and the owner or owners of the land upon  
8 which the display is located.”

9 36. Aside from some exceptions that are not relevant here, Section 5412 “applies to all  
10 displays which were lawfully erected in compliance with state laws and local ordinances in effect  
11 when the displays were erected if the displays were in existence on November 6, 1978, or lawfully  
12 erected after November 6, 1978, regardless of whether the displays have become nonconforming  
13 or have been provided an amortization period.” The Sign meets these requirements.

14 37. The City has unlawfully restricted the customary maintenance and use of the Sign.  
15 By issuing the stop work order partway through customary maintenance, the City has forced  
16 Outfront to make the Sign non-operational, and the City has therefore compelled the removal of  
17 the Sign by forcing Outfront to keep it in storage (except for the footings, which remain on site).

18 38. As the owner and operator of the Sign, Outfront is entitled to just compensation as  
19 pursuant to Section 5412 as specified in this pleading.

20 **Third Cause of Action (Inverse Condemnation and Unlawful Taking – U.S. Const.,**  
21 **Amend. V & XIV; 42 U.S.C. § 1983; Cal. Const., Art. I, § 19)**

22 39. Outfront incorporates by reference the paragraphs above, as though fully set forth  
23 herein.

24 40. The State and Federal Constitutions prohibit government from depriving a person  
25 or business entity of property without due process of law. (Cal. Const., art. I, §§ 7, 15; U.S. Const.,  
26 14th Amend., § 1.) These provisions guarantee appropriate procedural protections (see, e.g.,  
27 *Goldberg v. Kelly* (1970) 397 U.S. 254). Article I, Section 19 of the California Constitution  
28 prohibits the taking of private property for a public use without just compensation.

1           41.     As set forth in this pleading, the City's objectively unreasonable demand that  
2 Outfront cease lawful customary maintenance has damaged Outfront's property interests.  
3 Furthermore, there is no public use being served by the City's conduct. Therefore, the City's  
4 actions caused an unlawful taking and unlawful inverse condemnation of Outfront's property  
5 under the Fifth and Fourteenth Amendments to the United States Constitution and related  
6 principles under the California Constitution.

7           42.     The City's actions have caused a direct, substantial, and peculiar burden on  
8 Outfront's property interests and a taking of Outfront's property without payment of just  
9 compensation in violation of the United States Constitution and the California Constitution. The  
10 City's actions have failed to advance a legitimate public interest.

11           43.     The above unlawful conduct by the City lacks an essential nexus to, and is not  
12 roughly proportional to, any adverse impacts and hardships. The City's actions have imposed  
13 prohibitions and limitations on Outfront's ability to use and enjoy its property. Such prohibitions  
14 and limitations do not substantially advance, nor have any nexus with, any legitimate state or  
15 public interest.

16           44.     The City's conduct was motivated by improper motives and interests, and involved  
17 reckless and callous indifference to Outfront's protected rights. The City acted with actual malice,  
18 in bad faith, and contrary to the legitimate and best interest of Outfront, City residents, and all  
19 individuals interested in the fair and proper enforcement of laws.

20           45.     The City's actions were unreasonable, arbitrary, capricious, and irrational

21           46.     exercises of the City's police power in violation of the United States and California  
22 Constitutions. As noted above, the City's actions have caused substantial harm to Outfront,  
23 including (but not limited to) the damages specified in this pleading. Outfront is informed and  
24 believes that it has been unfairly and unlawfully singled-out by the City, and other similarly-  
25 situated property owners have not been denied the right to conduct similar legally-authorized  
26 maintenance.

27           47.     Based on these civil rights violations, Outfront is entitled to relief as requested in  
28 the prayer to this pleading.

**Fourth Cause of Action (Declaratory Relief – CCP § 1060)**

48. Outfront incorporates by reference the paragraphs above, as though fully set forth herein

49. An actual controversy exists between Outfront (on one hand) and the City (on the other hand) regarding the legal validity of the City's October 7, 2025 order to stop customary maintenance on the Sign, and the City's continued insistence that it has violated no laws.

50. Outfront seeks a declaration from this Court, pursuant to Code of Civil Procedure section 1060, that the City has failed to comply with its legal obligations under the City's Municipal Code (see, e.g., Chapt. 19.92), State law (see, e.g., 4 Cal. Code of Regs., § 2270), and all other relevant and applicable laws. Declaratory relief is necessary and indispensable to resolve the actual and ongoing controversy between the parties to this action.

**Exhaustion of Administrative Remedies and Inadequate Remedies at Law**

51. Outfront incorporates by reference the paragraphs above, as though fully set forth herein.

52. Outfront has exhausted all available administrative remedies that were required to be exhausted prior to initiating this action in this Court. Indeed, there are no administrative remedies that are applicable given the circumstances of this case. Furthermore, although it is not required prior to instituting this action, Outfront submitted a claim pursuant to the Government Claims Act (Gov. Code, §§ 810 et seq.). That claim was denied.

53. To the extent that it seeks equitable relief, Outfront has no plain, speedy and adequate remedy at law. Without the relief prayed for in this pleading, the rights of Outfront, all other similarly-situated property owners, and of all other citizens similarly situated to informed self-government, a suitable living environment, fair and equitable expenditures of public funds, will be defeated.

54. In prosecuting this action, Outfront is acting on its own behalf, and on behalf of all City residents, electors, property owners, and taxpayers interested in informed self-government, a suitable living environment, fair and equitable expenditures of public funds, and meaningful and full enforcement of the laws that form the bases of this action, and Outfront seeks enforcement of

1 important rights affecting the public interest.

2 WHEREFORE, Outfront prays for relief as follows:

3 **RELIEF REQUESTED**

4 WHEREFORE, having alleged the foregoing as its causes of action for damages, the  
5 Plaintiffs request the following relief from the Court:

6 A. That the Court issue a peremptory writ of mandate, and, as Outfront may apply for,  
7 an alternative writ of mandate, commanding the City to (1) to rescind any actions taken on  
8 October 7, 2025 or any other date that have prohibited lawful customary maintenance on the Sign;  
9 (2) to take all further specific action as shall be necessary to bring the City's conduct into  
10 compliance with all applicable laws; and (3) to take such other action as is specifically enjoined  
11 upon the City by the Court.

12 B. That the Court issue preliminary and permanent injunctive relief (see e.g., Code  
13 Civ. Proc., § 526) commanding the City to (1) to rescind any actions taken on October 7, 2025 or  
14 any other date that have prohibited lawful customary maintenance on the Sign; (2) to take all  
15 further specific action as shall be necessary to bring the City's conduct into compliance with all  
16 applicable laws; and (3) to take such other action as is specifically enjoined upon the City by the  
17 Court. Outfront seeks provisional and preliminary relief that would allow the restoration of the  
18 Sign pending the resolution of this action, as well as full and permanent restoration of the Sign  
19 following the conclusion of this action.

20 C. That the Court award damages against the City, according to proof, prejudgment  
21 interest thereon, and all costs and expenses of court including expert witnesses and reasonable  
22 attorney's fees, and such other and further relief as the Court deems proper. As noted above, based  
23 on expected revenues and the current life of the Sign's lease, just compensation for the Sign is at  
24 least \$733,236.

25 D. For a judicial declaration, pursuant to Code of Civil Procedure section 1060, that  
26 for the reasons described in this pleading the City has failed to comply with its legal obligations  
27 under the City's Municipal Code (see, e.g., Chapt. 19.92), State law (see, e.g., 4 Cal. Code of  
28 Regs., § 2270), and all other relevant and applicable laws.

1 E. That the Court award the Outfront reasonable attorney fees they incur in this action,  
2 pursuant to, inter alia, Title 42 United States Code Section 1988, Code of Civil Procedure Section  
3 1021.5, Code of Civil Procedure Section 1036, and any other applicable fee statutes.

4 F. For costs of suit incurred herein (Code Civ. Proc., § 1032 & 1033.5).

5 G. For such other relief as the Court may deem just and proper.

6 Respectfully submitted,

7 Dated: December 24, 2025

HANSON BRIDGETT LLP

8  
9 By: 

10 \_\_\_\_\_  
11 Mohammad Walizadeh  
12 Attorneys for Petitioner  
13 Outfront Media LLC  
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## Exhibit 1





CITY OF PLYMOUTH

**CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY**

**RETURN TO:**

City Clerk  
P.O. Box 429  
9426 Main Street,  
Plymouth, CA 95669  
vmchenry@cityofplymouth.org

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code §911.2).
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code §911.2).
3. READ ENTIRE CLAIM FOR BEFORE FILING
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS

**CLAIMANT INFORMATION:**

Outfront Media LLC

FULL NAME

N/A

DATE OF BIRTH

N/A

( ) N/A

HOME ADDRESS INCL. CITY, STATE & ZIP

HOME TELEPHONE NO.

BUSINESS ADDRESS INCL. CITY, STATE & ZIP

BUSINESS TELEPHONE NO.

ADDRESS AT WHICH CLAIMANT DESIRES TO RECEIVE  
NOTICES OR COMMUNICATIONS REGARDING THIS CLAIM  
(if different from home address provided above):

San Francisco, CA 94105

1. WHEN DID DAMAGE OR INJURY OCCUR? DATE: October 7, 2025 TIME: ☐ AM ☐ PM

2. PLACE OF ACCIDENT (OCCURRENCE) **BE SPECIFIC** – Describe fully and (if applicable) locate on diagram on reverse side of this sheet. Where appropriate, give street names and addresses, measurements and landmarks.

18328 State Route 49 (APN 010-111-007), City of Plymouth, California 95669.

3. HOW DID DAMAGE OR INJURY OCCUR?

The City of Plymouth Building Official, John Peabody, issued a red-tag notice halting Outfront Media's lawful maintenance and repair of its legally nonconforming advertising display. The City's action interfered with the customary maintenance of the sign and has forced the sign to remain in a disassembled, non-operational state, causing revenue loss.

4. WERE POLICE AT THE SCENE? ☐ YES ☒ NO

WERE PARAMEDICS AT THE SCENE? ☐ YES ☒ NO

**CITY OF PLYMOUTH**  
**LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY**  
Page 2

5. WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? *Give the name of the city/town employee causing the injury or damage, if known.*

The City of Plymouth's issuance of a stop-work/red-tag order on October 7, 2025, by its Building Official, John Peabody, interfering with Outfront's customary maintenance of the sign and effectively prohibiting operation in violation of State Law. Please see attached letter, incorporated by this reference.

6. GIVE TOTAL AMOUNT OF CLAIM *Include estimate of amount of any prospective injury or damage* \$ 733,236

HOW WAS THE ABOVE AMOUNT COMPUTED? *Be specific, list doctor bills, repair estimates, etc. Please attach 2 estimates.*

DAMAGES INCURRED TO DATE:

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM:** \$ \_\_\_\_\_

ESTIMATED PROSPECTIVE DAMAGES, AS FAR AS KNOWN:

Item/Date: Revenues lost from interference with sign maintenance and operations Amount: \$ 733,236

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Item/Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**TOTAL ESTIMATED AMOUNT PROSPECTIVE DAMAGES:** \$ 733,236

7. WITNESSES TO DAMAGE OR INJURY *List all persons known to have information (attach additional pages, if necessary)*

NAME: Ricky Hill

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NAME: John Peabody

ADDRESS: 426 Main Street (P.O. Box 429)  
Plymouth, CA 95669

TELEPHONE: ( ) \_\_\_\_\_

8. IF INJURED, PROVIDE NAME, CONTACT INFORMATION AND DATE/TIME DOCTOR(S) OR HOSPITAL(S) VISITED:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ ☐ AM ☐ PM

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

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**CITY OF PLYMOUTH  
LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

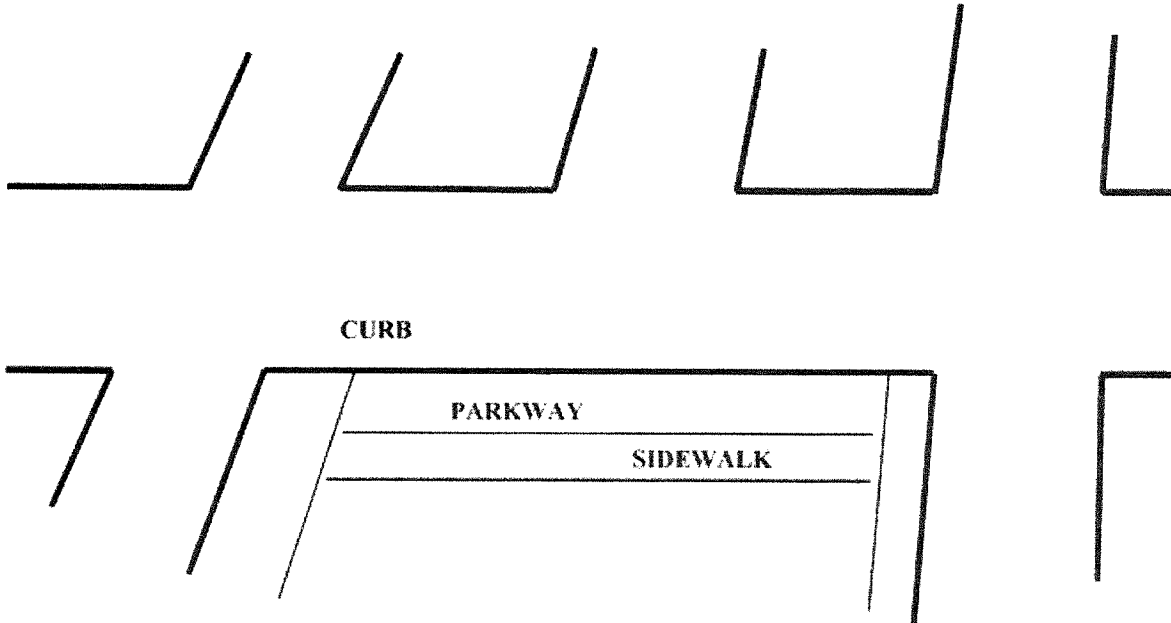
Page 3

**9. PLEASE READ THE FOLLOWING CAREFULLY:**

For all vehicle accident claims, place on the following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a city/town vehicle was involved, designate by letter "A" location of the City/Town vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Town vehicle; location of City/Town vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

⇒ **NOTE: IF THE DIAGRAM BELOW DOES NOT FIT THE SITUATION, PLEASE ATTACH A PROPER DIAGRAM SIGNED BY THE CLAIMANT.**



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF CLAIMANT OR AGENT

Counsel

RELATIONSHIP TO CLAIMANT

Sean Marciniak

TYPE OR PRINT NAME

11.12.2025

DATE

**NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (CA PENAL CODE 72)**

### Attachment 1: Additional Witnesses

1. Ricky Lee Barton - Assistant Operations Manager  
Address: 8174 Berry Avenue, Sacramento, CA 95828  
Telephone: (916) 459-6396
2. More upon further investigation and/or discovery.

## Exhibit 2

SEAN R. MARCINIAK  
PARTNER  
DIRECT DIAL (925) 746-8471  
E-MAIL [smarciniak@hansonbridgett.com](mailto:smarciniak@hansonbridgett.com)



November 12, 2025

VIA ELECTRONIC MAIL

John Peabody  
City Building Official  
City of Plymouth  
9426 Main Street (P.O. Box 429)  
Plymouth, CA 95669  
[BuildingInspection@cityofplymouth.org](mailto:BuildingInspection@cityofplymouth.org)

Andreas Booher  
City Attorney  
City of Plymouth  
Best Best & Krieger  
500 Capitol Mall, Ste. 2500  
Sacramento, CA 95814-4741  
[andreas.booher@bbklaw.com](mailto:andreas.booher@bbklaw.com)

Re: Interference with Customary Maintenance of Advertising Display (18328 State Route 49)

Dear Mr. Peabody and Mr. Booher:

This office represents Outfront Media LLC, which maintains an outdoor advertising display with two facings (the "Sign") located at 18328 State Route 49 (APN 010-111-007) within the City of Plymouth. The Sign has existed in its current location since 1946, was erected prior to the aforementioned property being located within the City's borders, and constitutes a legal nonconforming use. Recent actions by the City have prevented Outfront from performing customary maintenance on the display, and such actions constitute an unlawful taking under State and Federal law. We demand that the City allow Outfront to perform customary maintenance to avoid further legal action.

In early October of this year, Outfront attempted to conduct maintenance on the Sign in order to remedy a potentially hazardous situation. The display, which is located within feet of the Golden Chain Highway, as well as on a property through which livestock and people regularly traverse, was leaning over. To prevent any safety issues and ensure the Sign complied with State and local safety laws, Outfront personnel visited the property to reset the display's posts.

While Outfront was engaged in these customary maintenance activities, which are explicitly protected under local and State laws, the City's building department issued a red tag and prevented Outfront from completing its maintenance, forcing the Sign to be kept in a disassembled state indefinitely. The City now claims that Outfront must obtain a new conditional use permit to continue operating the Sign.

The City's position is contrary to its own laws. The Plymouth Municipal Code specifically provides that legal nonconforming signs may continue operating without new permits, and may undergo customary maintenance to support continued operations. In fact, when a sign falls into potential disrepair, the Plymouth Municipal Code *requires* a sign operator to engage in customary maintenance, or risk facing a City enforcement action for public nuisance.

If the City persists in preventing Outfront from engaging in its customary maintenance and operating the Sign, the City must pay Outfront just compensation for the Sign. In this case, just compensation amounts to at least \$733,236. We request that the City confirm that Outfront will be permitted to complete its maintenance of the Sign and continue its operation thereafter or, in the alternative, confirm that it will monetarily compensate Outfront for its taking of the Sign.

This letter constitutes a presentation of a claim under the Government Claims Act.<sup>1</sup> While we submit and incorporate the concerns herein as a claim under the Government Claims Act, enforcing Outfront's constitutional and other rights does not require navigation of this process, and Outfront reserves the right to file a petition for writ of mandate and/or an action for declaratory relief at any time. Outfront also reserves the right to seek attorney's fees under California's Eminent Domain Law.

Please let us know by **November 21, 2025** whether the City will allow Outfront to maintain the Sign in a safe configuration as it has proposed to do.

**I. The Sign Has Continuously Operated Since 1946 and the City is Preventing its Maintenance.**

The Sign was constructed in 1946 in what was then unincorporated Amador County, per California Department of Transportation ("Caltrans") records. In the intervening years, the City expanded and annexed the Sign property, and adopted its modern zoning and sign regulations.

Since its inception, the Sign has been used continuously for third-party advertising. Over the next 15 years, the Sign is expected to result in at least \$733,236 in revenue.

In late 2024, Outfront was informed that the Sign had begun to lean, creating a potential safety hazard for the adjacent highway, as well as for persons traversing and livestock grazing the surrounding field. Rather than allow conditions of the Sign to deteriorate further and risk injury to affected parties and destruction of the Sign, Outfront elected to perform maintenance to restore the Sign to its pre-existing fully upright position. In order to repair the leaning Sign, Outfront's repair crew began to temporarily dismantle the sign to allow the posts to be reset to a stable position, with the goal of maintaining the sign in the exact location and configuration in which it had previously existed, using the original posts with minor reinforcement. Outfront had no intention to remove or abandon the Sign, and its maintenance actions constituted an attempt to stabilize the Sign's posts in order to ensure they were placed in a manner that would correct the Sign's leaning condition. Outfront estimates that the process to correct the Sign's lean would cost \$1,900.

During this repair process, on or about October 7, 2025, the City's building official approached Outfront's staff and indicated they should stop work on the Sign. The City did not issue any written warnings or citations, and Outfront complied with the City's oral directive.<sup>2</sup> The City now

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<sup>1</sup> A Claim Form, as provided on the City's website, and a copy of this letter, have been mailed to the City.

<sup>2</sup> Outfront takes a very conservative approach in dealing with potential enforcement actions, and it is not Outfront's practice to disobey requests from public officials. Outfront complied with the City's order not as a concession that its activities were unlawful, but as a courtesy, and despite

attempts to characterize Outfront's proposed maintenance activities as wholesale removal and construction of a new sign, requiring compliance and approval under the City's sign ordinance. As discussed below, the City's position is contrary to local and State law, and further prevention of Outfront's maintenance of the Sign will constitute an unlawful taking, requiring just compensation to Outfront and the landowner.

## **II. The City's Code Both Permits and Requires Outfront to Engage in Repair Activities to Actively Maintain the Sign.**

The maintenance activities that the City contends are prohibited are, in fact, both explicitly authorized and required under the Plymouth Municipal Code ("PMC," of the "Code").

According to State permitting records from 1946, the Sign was erected in unincorporated Amador County, south of the City's municipal boundary. Thus, even if municipal sign ordinances existed in 1946, they did not apply to the Sign's location. The Sign accordingly is a legal nonconforming use and Outfront has a vested right to continue operating as a matter of law. (See, e.g., *City of Ukiah v. Cnty. of Mendocino* (1987) 196 Cal. App. 3d 47, 56).

Plymouth acknowledges these unique rights, with section 19.92.120 of the City's Code providing distinct sign regulations for legal nonconforming signs. Under section 19.92.120(A)(2), a nonconforming sign may continue in perpetuity, with no City permits required or conformance with current zoning standards required, so long as no additions, enlargements, or substantial structural changes are made to the sign. The Code also explicitly allows all nonconforming signs to undergo customary maintenance, which the Code defines as any activity or work for the purposes of actively maintaining the sign in its existing approved physical configuration and size dimensions at the specific location. (PMC § 19.92.070(A)(1)). Permitted customary maintenance is contrasted with the concept of "substantial alteration," which the Code prohibits and defines to include a repair or refurbishing that alters the physical dimensions or height of a sign, a repair or refurbishing that replaces any integral component of a sign, and any non-customary maintenance repairs that exceeds 50% of the depreciated value of the sign and structure. (*Id.*)<sup>3</sup>

As such, it is not the case that customary maintenance activities, as Outfront attempted to perform to ensure that its legal nonconforming Sign remains in a safe and working order, are prohibited or even merely permitted at an operator's discretion. Rather, such maintenance is required under City law. Under section 19.92.070(B) of the Code, a sign operator has a mandatory duty to ensure that a "sign and all parts, portions, and materials thereof shall be maintained and kept in proper repair." Under the Code, failure to properly maintain a display can constitute both a nuisance condition and a zoning violation. (*Id.*).

Here, when Outfront discovered that the Sign was leaning and potentially presented a hazard to surrounding residents, livestock, and roads, it acted in accordance with the City's requirement that the Sign be maintained and kept in proper repair. It disassembled the facings and other elements of the Sign so that the uprights could be reset and repositioned, and continues to keep all the Sign's original parts for use once the posts are properly realigned. Outfront had no

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this current dispute, Outfront hopes its long-term relationship with the City will be mutually beneficial and respectful.

<sup>3</sup> It is unclear these limitations existed at the time the Sign location was annexed into the City and are consistent with Outfront's vested rights.



intention to remove or cease its use of the Sign, and the Sign's current absence from the property is due solely to the City's regulatory actions that have made repair and operation of the Sign impossible.

With respect to Outfront's interrupted maintenance plans, Outfront intends to calibrate its maintenance of the Sign to conform with the permitted scope of customary maintenance under the Code. Outfront's repairs will consist only of ensuring the original posts that previously held the Sign are restored to an upright position, thus correcting the leaning condition of the Sign and allowing it to be actively maintained in its previous physical configuration at the specific location it has stood for nearly 80 years. There will be no change to the physical dimensions or height of the Sign, and no replacement of any of the Sign's integral components, including the exterior cabinets, bases, and poles. While the Plymouth Municipal Code places no monetary limit on customary maintenance, Outfront's maintenance activities are expected to cost \$1,900 – a fraction of the Sign's depreciated value, which is preliminary estimated to be \$10,000.

Section 19.92.120(A)(2) of the Code is clear: Outfront is permitted to continue operation of the Sign, including any customary maintenance necessary for such operation. By preventing Outfront from performing customary maintenance on a legal nonconforming sign, the City is flagrantly disregarding the rights guaranteed under its own Code and attempting to penalize a company for taking proactive action to avoid a public nuisance. The City must rescind its red tag determination, and allow Outfront to proceed with its maintenance activities to restore the condition of the Sign.

### **III. If the City Prevents Customary Maintenance of the Sign, It Must Pay Compensation Under State Law.**

Leaving aside the City's laws, State law mandates that the City either permit Outfront to engage in its maintenance of the Sign, or pay Outfront fair compensation for the Sign's effective removal.

Under California Business and Professions Code § 5412, no governmental entity, including the City, is allowed to limit or interfere the customary maintenance of any advertising display lawfully erected in the State without payment of just compensation under California's Eminent Domain Law to both the owner of the sign and the owner of the land upon which the sign is placed. Similar to the Plymouth Municipal Code, State law broadly defines customary maintenance to include any activity performed on a display for the purpose of actively maintaining a sign in its existing approved physical configuration and size dimensions at the specific location approved by the State. (4 California Code of Regulation § 2270). Section 2270 lists specific actions that are not considered customary maintenance, including raising the height of the sign from ground level, relocating a sign, adding a facing to a sign, increasing the dimensions of a sign, or adding illumination to a sign. As discussed above, Outfront's proposed maintenance here is modest – it will restore the Sign's original posts to a fully upright position, and include all of the Sign's original parts so that it is maintained in its original physical configuration at its preexisting location. In other words, Outfront proposes to conduct customary maintenance as defined and protected under State law.

The City's actions have already interfered with Outfront's customary maintenance of the Sign for over three weeks, causing the suspension of advertising sales contracts and resulting in a substantial loss in revenues. If the City refuses to allow Outfront to proceed with its maintenance

and operation of the Sign, and insists on forcing Outfront to seek a conditional use permit for its legally vested Sign, Outfront will have no choice but to seek just compensation for the Sign under Business and Professions Code § 5412. Based on expected revenues and the current life of the Sign's lease, just compensation for the Sign is at least \$733,236. Such does not include any attorney's fees that Outfront will pursue if litigation is necessary, which will likely result in aggregate costs of more than \$1 million.

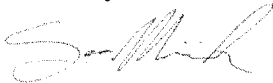
\*

\*

\*

We urge the City to reconsider its position, and believe the red-tagging of the Sign is based on a misunderstanding of what Outfront's work included. Given the scope of what Outfront is proposing, the Plymouth Municipal Code and State law both require the City to immediately allow Outfront to complete its maintenance of the Sign and resume Sign operations. If the City does not confirm that Outfront may proceed with maintenance by November 21, 2025, Outfront will be forced to consider judicial action to enforce its constitutional rights or obtain the just compensation it is owed under State law.

Sincerely,



Sean R. Marciniak  
Partner



Niran S. Somasundaram  
Senior Counsel

## Exhibit 3



# City of Plymouth California

December 16, 2025

Outfront Media LLC  
c/o Hanson Bridgett  
Attn: Sean R. Marciniak  
[REDACTED]  
San Francisco, CA 94105

RE: Claimant: Outfront Media LLC  
Date of Loss: 10/07/2025  
Our File No.: [REDACTED]

## REJECTION OF CLAIM

Notice is hereby given that the claim which you presented to the City of Plymouth on or about **November 13, 2025**, has been rejected effective **December 11, 2025**. Please note that this serves as formal notice to you regarding the statute of limitations guidelines mandated by the Government Code.

## WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action in a municipal or superior court of the State of California on this claim. See Government Code section 945.6.

This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Government Tort Claims Act, Government Code sections 900 et. seq. Other causes of action, including those arising under federal law, may have different time limitations for filing.

*Please also be advised that, pursuant to Section 128.5 and 1038 of the California Code of Civil Procedure, the City will seek to recover all costs of defense in the event a lawsuit is filed in the matter and it is determined that the action was not brought in good faith and with reasonable cause. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.*

Should you have any questions or concerns regarding this Notice, please contact our claims administrator at George Hills, Dana Calkins, at (916) 333-0575.

Sincerely,

  
INTERIM CITY MANAGER

9426 Main Street - P.O. Box 429 - Plymouth, CA 9566  
Phone (209) 245-6941 Ext. 257- Fax (209) 245-6953  
Email: cbegbie@cityofplymouth.org

STATE OF CALIFORNIA

COUNTY OF AMADOR

**PROOF OF SERVICE BY MAIL**

C.C.P. Sections 1013(A) AND 2015.5

I am a citizen of the United States and employed in the County of Plymouth. I am over the age of eighteen (18) years and not a party to the within above-titled action. My business address is City of Plymouth, 9426 Main Street, Plymouth, CA 95669

I am readily familiar with the City of Plymouth's practice for collection and processing of correspondence for mailing with the United States Postal Service and that the correspondence would be deposited with the United States Postal Service in the County of Amador, California that same day in the ordinary course of business.

On **December 9, 2025**, I served the within *Notice of Rejection* on the persons interested in said action by placing true copies thereof enclosed in sealed envelopes in the designated area for outgoing mail addressed as set forth below:

**Outfront Media LLC  
c/o Hanson Bridgett  
Attn: Sean R. Marciniak  
[REDACTED]  
San Francisco, CA 94105**

**RE: Claimant:  
Date of Loss:  
Our File No.:**

**Outfront Media LLC  
10/07/2025  
[REDACTED]**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on **December 11, 2025**, at Plymouth, California.

<u>Victoria McHenry</u>	<u>Victoria McHenry</u>
Type or Print Name	Signature

9426 Main Street - P.O. Box 429 - Plymouth, CA 95669  
Phone (209) 245-6941 Ext. 257 · Fax (209) 245-6953  
Email: [cbegbie@cityofplymouth.org](mailto:cbegbie@cityofplymouth.org)

City of Plymouth  
9426 Main St.  
P.O. Box 429  
Plymouth, CA 95669-0429



7022 0410 0000 1152 6234

Retail



RDC 99



94105

U.S. POSTAGE PAID  
FCM LETTER  
PLYMOUTH, CA 95669  
DEC 16, 2025

**\$10.48**

R2307N153049-04

HANSON BRIDGETT  
RECEIVED

DEC 22 2025

CALENDAR DEPARTMENT

Outfront Media LLC  
c/o Hanson Bridgett  
Attn: Sean R. Marciniak  
425 Market St, 26th Floor  
San Francisco, CA 94105

941053540

San Francisco, CA 94105

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) <b>Mohammad Walizadeh (SBN 233390) Sean R. Marciniak (SBN 251840)</b> <b>Ellis Raskin, (SBN 314637)</b> <b>Hanson Bridgett LLP, [REDACTED] San Rafael, CA 94901</b> TELEPHONE NO. [REDACTED] FAX NO. (415) 925-8409 EMAIL ADDRESS [REDACTED] ATTORNEY FOR (Name): <b>Plaintiff Outfront Media LLC</b>		<b>FOR COURT USE ONLY</b> <div style="font-size: 1.2em; font-weight: bold; margin: 10px 0;">FILED</div> Superior Court of California, County of Amador <div style="font-size: 1.1em; font-weight: bold; margin: 5px 0;">12/30/2025 at 12:01:44 PM</div> By: J. ACOSTA, Deputy Clerk	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF AMADOR</b> STREET ADDRESS: 500 Argonaut Lane MAILING ADDRESS: 500 Argonaut Lane CITY AND ZIP CODE: Jackson, CA 95642 BRANCH NAME: Civil Division		CASE NUMBER: [REDACTED]	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$35,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$35,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NAME: Outfront Media, LLC v. City of Plymouth, et al.		JUDGE: <b>RENEE C. DAY</b> DEPT. <b>2</b> <b>BY FAX</b>	

*Items 1-6 below must be completed (see instructions on page 2)*

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) <b>Non-PIPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3 740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input checked="" type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Four
5. This case ☐ is ☒ is not a class action suit
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date December 29, 2025

Mohammad Walizadeh

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

*By Fax*

# AMADOR COUNTY SUPERIOR COURT

500 Argonaut Lane • JACKSON, CA 95642-2396  
(209) 257-2603



ANDREA SEXTON, COURT EXECUTIVE OFFICER

## THIS DOCUMENT IS TO BE SERVED ON ALL PARTIES

### Tentative Rulings Procedure

**Law & Motion Matters:** The Superior of Court of Amador County has adopted Local Rule 4.03, which provides for the issuance of tentative rulings in all law and motion matters on the afternoon of the court day before the law and motion matter is calendared. The tentative rulings are available after 2:00 p.m. on the web ([www.amadorcourt.org](http://www.amadorcourt.org)). Parties satisfied with the tentative ruling need not appear at the scheduled hearing, unless ordered to do so by the Court. Parties intending to appear and contest the tentative ruling must notify the Court and opposing counsel of such intent by 4:00 p.m. on the first court day before the hearing. Unless opposing counsel is notified of such intent, oral argument will not be permitted. Absent oral argument, the tentative ruling will become the final ruling of the Court.

All noticed motions and demurrers in civil matters shall include the following information in the notice:

"Pursuant to Local Rule 4.03, the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The tentative ruling will be available on the Court's web site at <http://www.amadorcourt.org/>. If you intend to appear and contest the tentative ruling, you must notify the court and opposing counsel of such intent by 4:00 p.m. on the first court day preceding the hearing. If you do not provide proper notice to the court and the opposing party no hearing will be held."

Failure to include the above language could result in the imposition of sanctions pursuant to Local Rule 4.01.

**Case Management Conferences:** The Amador Superior Court has adopted Local Rule 8.05, which provides for the issuance of tentative rulings for case management conference hearings. The tentative rulings are available after 2:00 p.m. on the court day before the hearing is scheduled. Tentative rulings are posted on the Court's website, [www.amadorcourt.org](http://www.amadorcourt.org). Parties satisfied with the tentative ruling need not appear at the scheduled hearing, unless ordered to do so by the Court. Parties intending to appear and contest the tentative ruling must notify the Court and opposing counsel of such intent by 4:00 p.m. on the first court day before the hearing. Unless opposing counsel is notified of such intent, oral argument will not be permitted. Absent oral argument, the tentative ruling will become the final ruling of the Court.

### Alternative Dispute Resolution Information Sheet

As of July 1, 2001, whenever a complaint in a civil action is filed, the clerk will provide the plaintiff with the attached Alternative Dispute Resolution Information Sheet. Pursuant to Rules of Court, Rule 3.221, the plaintiff must serve the Information Sheet on each defendant along with the complaint. Cross-complainants are also required to serve a copy of the information sheet along with the cross-complaint.

The Information Sheet is available for no cost in the Superior Court Clerk's office, or on the court's web site at [www.amadorcourt.org](http://www.amadorcourt.org).



## Civil Alternative Dispute Resolution Options Available in the Amador Superior Court

The Amador Superior Court supports and encourages the use of Alternative Dispute Resolution ("ADR"). The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. Litigants have also expressed a high degree of satisfaction when using these options.

The most common forms of ADR are mediation and arbitration. There are a number of other kinds of ADR as well. In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court.

### Advantages of ADR

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorneys fees, and expert fees can be saved.
- **ADR can permit more participation.** The parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- **ADR can be cooperative.** This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. In addition, because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.
- **ADR can be more satisfying.** For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

### Disadvantages of ADR

ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.
- Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

### ADR Options

The court currently offers the following ADR options:

**Judicial Arbitration:** Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at

issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees.

Please see Amador Superior Court Local Rules, Rule 9.00 for more information regarding judicial arbitration.

**Settlement Conferences:** The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Amador County Superior Court Local Rules, Rule 5.00 allows any party to request a settlement conference or the parties may stipulate to a settlement conference. The settlement conference may be conducted before the judge assigned to the case, another assigned judge or a pro tem appointed to act as settlement officer. The court may also order a case to a mandatory settlement conference prior to trial.

**Court Ordered Mediation:** Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and does not resolve the dispute -- the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial.

As of July 1, 2006, the Amador Superior Court implemented a civil mediation program. Eligible cases will be referred to mediation upon the stipulation of the parties and order of the Court. Most general civil cases will be eligible for referral to the mediation program.

The court will maintain a panel of approved mediators that meet specific qualifications and who adhere to court approved mediator ethics. A list of the Court-approved mediators is available for free at the clerk's office or on the web at [www.amadorcourt.org](http://www.amadorcourt.org).

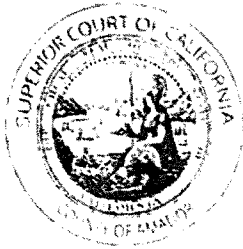
There is no cost to the parties for the first three hours of the mediation. Please see Amador Superior Court, Local Rule 8.14 for more information.

**Voluntary ADR:** Parties may voluntarily stipulate to private mediation, private binding or non-binding arbitration, private early neutral evaluation or private judging outside the court system at any time.

#### **For Further Information**

Please contact:

Amador County Superior Court  
500 Argonaut Lane  
Jackson, CA 95642  
(209) 257-2603



**SUPERIOR COURT OF CALIFORNIA**  
**County of Amador**  
500 Argonaut Lane  
Jackson, CA 95642  
(209) 257-2603 — Website [www.amadorcourt.org](http://www.amadorcourt.org)

## **GUIDE TO THE PROCEDURES FOR PROSECUTING PETITIONS FOR PREROGATIVE WRITS**

This guide to the procedures for prosecuting petitions for writs of mandate and other prerogative writs in the Amador Superior Court is made available for your general information.

<b><u>Topic</u></b>	<b><u>Page</u></b>
Filing a Writ Petition.....	2
Serving a Writ Petition.....	2
Filing Subsequent Papers.....	2
Noticing Related Writ Cases and Possible Consolidation.....	3
Applying for a Temporary Stay in Administrative Mandate Proceedings (CCP § 1094.5 (g) or (h)).....	4
Applying for a Temporary Stay in Traditional Mandate Proceedings (CCP § 1085).....	5
Bringing Motions before the Hearing on the Merits of a Writ Petition.....	6
Setting a Hearing on the Merits of a Writ Petition.....	7
(1) By noticing a hearing on a writ petition.....	7
(2) By securing issuance of an alternative writ.....	8
Applying for a Continuance.....	9
Dismissing a Writ Petition.....	10
Lodging an Administrative Record.....	10
The Hearing on the Merits.....	10
Appearing by Telephone.....	11
Preparing a Judgment and Peremptory Writ.....	11



### Filing a Writ Petition:

Step	Action
1.	File an original and two copies of the petition and a civil case cover sheet at the civil counter of the courthouse. <u>Or</u> mail an original and two copies of the petition and a civil case cover sheet to the Amador Superior Court, 500 Argonaut Lane, Jackson, CA 95642.
2.	Pay the filing fee pursuant to Government Code section 70611.
3.	Receive from the civil front counter clerk a copy of this Guide to the Procedures for Prosecuting Petitions for Prerogative Writs.

### Serving a Writ Petition:

Step	Action
1.	Serve the writ petition on respondent(s) and real party(ies) in compliance with the requirements of Code of Civil Procedure (CCP) sections 1107 and 1088.5. Until compliance with these statutory service requirements is established by the filing of an appropriate proof of service, the court cannot hear or act on the petition.
2.	Along with the writ petition, serve copies of this Guide to the Procedures for Prosecuting Petitions for Prerogative Writs.

For service of an application for an alternative writ, see below, "Setting a Hearing on the Merits of a Writ Petition, (2) Securing issuance of an alternative writ."

### Filing Subsequent Documents:

Step	Action
1.	File an original and two copies of all subsequent documents related to the writ petition either at the civil counter or by mail addressed to the Amador Superior Court, 500 Argonaut Lane, Jackson, CA 95642 <i>Exception:</i> Documents filed on the day of the hearing shall be filed with the courtroom clerk in the assigned department except if fees apply.
2.	File documents by fax in compliance with rule 2.303 of the California Rules of Court. Documents faxed directly to the court <b>will not be filed</b> .
3.	Specify on the first page of each document the date, time and department of any scheduled hearing to which the document applies. To set a hearing, see below, "Bringing Motions before the Hearing on the Merits of a Writ Petition" and "Setting a Hearing on the Merits of a Writ Petition."



**Noticing Related  
Writ Cases and  
Possible Consolidation:**

Step	Action
1.	When filing a Notice of Related Case pursuant to rule 3.300(d) of the California Rules of Court regarding two or more writ cases, file the Notice in <b>each writ case</b> .
2.	When filing a Response to a Notice of Related Case pursuant to rule 3.300(g) of the California Rules of Court, file the Response in <b>each writ case</b> .
3.	Serve the Notice or Response on <b>each party to each case</b> .

Note that the court proceeds with respect to related writ cases under rule 3.300(h)(1) of the California Rules of Court (CRC) as follows:

The judges assigned to civil writ cases listed in a Notice Of Related Case filed and served pursuant to CRC 3.300(d) identify which one of them is assigned to the earliest filed case, information which should be included in the Notice of Related Case pursuant to CRC 3.300(c)(2). That judge proceeds under CRC 3.300(h)(1)(A) to determine whether the cases are related within the meaning of CRC 3.300(a).

If the judge assigned to the earliest filed case determines that the cases are related, the judge orders the cases related and assigned to his or her department. That order is filed in each of the related cases and served on the parties to each of the related cases pursuant to CRC 3.300(i). In addition, an Amended Notice of Case Assignment, reassigning to the judge each of the related cases not previously assigned to him or her, is filed and served upon all parties to each reassigned case. Courtesy copies of the order and Amended Notice(s) of Case Assignment are sent to the judges previously assigned to any of the related cases.

If the judge assigned to the earliest filed case determines that the cases are not related within the meaning of CRC 3.300(a), the judge issues a minute order stating and briefly explaining the determination. This minute order is filed in each of the cases listed in the Notice of Related Case and is served on all parties to the listed cases pursuant to CRC 3.300(i).

In response to an order determining that the cases are not related, any party to any of the cases listed in the Notice of Related Case may file a motion pursuant to CRC 3.300(h)(1)(D) to have the cases related. The motion must be filed with the Presiding judge or a judge designated by the Presiding Judge.



**Applying for a  
Temporary Stay in  
Administrative Mandate  
Proceedings (CCP § 1094.5 (g) or (h)):**

Step	Action
1.	<p>Prepare an ex parte application for an order temporarily staying operation of the administrative decision under review in the proceeding. Identify whether the temporary stay order is requested pursuant to subdivision (g) or (h) of the CCP § 1094.5. Specify "Ex Parte" in the title of the application.</p> <p>Pursuant to rules 3.1201 and 3.1202 of the California Rules of Court and this Guide to the Procedures for Prosecuting Petitions for Prerogative Writs, an ex parte application for a stay order includes the following supporting documents and papers:</p> <ul style="list-style-type: none"><li>▪ Endorsed copy of the petition.</li><li>▪ Points and authorities, declarations and other supporting documents, including relevant portions of the administrative record if available.</li><li>▪ Proposed order to show cause why the administrative decision under review in the proceeding should not be temporarily stayed pending a hearing on the merits of the writ petition (OSC). This proposed OSC should contain:<ul style="list-style-type: none"><li>- blank spaces for the date and time of the hearing on the OSC,</li><li>- an order for service of the OSC and any supporting papers not previously served with a blank space for a date of service prior to the hearing on the OSC, and</li><li>- an order staying the administrative decision pending the hearing on the OSC.</li></ul></li><li>▪ Proposed stay order.</li><li>▪ Notice of hearing on the petition with blank spaces for date and time (unless the stay is being requested in conjunction with an application for an alternative writ).</li><li>▪ Declaration regarding notice, as specified in rule 3.1204.</li></ul> <p>In addition, CCP § 1094.5 (g) and (h) require that proof of service of a copy of the application on the respondent accompany an application for a stay. See subdivisions (g) and (h) for required manner of service.</p>
2.	<p>The court does not reserve dates and times for Ex Parte hearings, upon submission of the documents a hearing date and time will be assigned by the judge.</p>
3.	<p>Notify respondent(s) and real party(ies) of the hearing on the ex parte stay application in accordance with rule 3.1203 of the California Rules of Court. Include the details of this notification in the declaration regarding notice prepared pursuant to rule 3.1204.</p>



At the ex parte hearing, depending on the nature of the factual and legal issues raised by the stay application and the practical exigencies of the matter, the court will either rule on the stay application immediately or issue the proposed OSC with or without a temporary stay order pending the hearing on the OSC at a specified date and time.

If the court grants a stay at the ex parte hearing or the hearing on the OSC, the court will sign and file the proposed stay order and set a date and time for a hearing on the merits of the petition. The court clerk will record the hearing date and time in the notice of hearing on the petition, or if the court has ordered the issuance of an alternative writ, in the alternative writ.

If the Court denies a stay at the ex parte hearing or the hearing on the OSC, the court, upon petitioner's request, will set a date and time for a hearing on the merits of the petition. The clerk will record the hearing date and time in the notice of hearing on the petition, or if the court has ordered the issuance of an alternative writ, in the alternative writ.

**Applying for a  
Temporary Stay  
in Traditional Mandate  
Proceedings (CCP § 1085):**

Step	Action
1.	Follow the statutory and regulatory provisions for obtaining a temporary restraining order (TRO), an order to show cause why a preliminary injunction should not be issued (OSC), and/or a preliminary injunction, set forth in the Code of Civil Procedure (including but not limited to CCP §§ 525, 526, 527, 528 and 529) and rule 3.1150 of the California Rules of Court. These provisions constitute rules of practice for temporary stays in mandate proceedings brought under CCP § 1085 in the absence of temporary stay provisions specific to such mandate proceedings. (See CCP § 1109.)
2.	When following the statutory and regulatory procedures for obtaining a TRO and/or an OSC, comply with the ex parte procedures outlined above in "Applying for a Temporary Stay in Administrative Mandate Proceedings" and in rule 3.1201 et seq. of the California Rules of Court.
3.	If no TRO or OSC is sought, notice a motion for a preliminary injunction following the procedures set forth below in "Bringing Motions Before the Hearing on the Merits"

Note that a temporary stay in proceedings on a petition for a writ of prohibition may be obtained by following the procedures set forth below under "Setting a Hearing on the Merits of a Petition, (2) Securing issuance of alternative writ." An alternative writ of prohibition, unlike an alternative writ of mandate, stays specified action by the respondent until further order of the court. (See CCP §§ 1087, 1104.)



**Bringing Motions before  
The Hearing on the  
Merits of a Writ Petition:**

Motions on the pleadings and other pretrial matters brought in civil actions -- including motions for change of venue, demurrers, motions to strike, motions to dismiss, discovery motions, and motions for summary judgment -- may generally be brought in writ proceedings. (See CCP § 1109.)

Motions addressing the merits of the petition in whole or in part should be calendared for a hearing at the same time as the hearing on the merits. Motions directed at resolving issues preliminary to and distinct from the issues related to the merits of the petition, such as untimeliness of the petition under an applicable statute of limitations, should be calendared before the hearing on the merits of a writ petition. The court, in the exercise of its discretion to control the order of litigation before it, may advance the hearing on a motion to a date before the hearing on the merits or may postpone a motion to the hearing on the merits when such advancement or postponement will promote the efficient conduct and disposition of the proceeding.

Because a writ petition is usually disposed of by a hearing on the merits which is limited to oral argument on written briefs and documentary evidence, the usefulness of a motion for summary judgment or summary adjudication in economically disposing of an unmeritorious case or claim is substantially reduced in writ proceedings. Thus, before bringing a motion for summary judgment or summary adjudication, counsel should carefully evaluate whether the purpose of the motion can be achieved more directly and completely through a hearing on the merits of the petition.

Step	Action
1.	Contact the civil department to reserve a date and time available on the Court's calendar for a hearing on the motion. Prior to reserving a date, contact the other parties to the writ petition and determine their availability on the date.
2.	Notice the motion in accordance with the civil law and motion procedures in CCP § 1005 and in compliance with the California Rules of Court, including rules 3.1110 through 3.1113, 3.1115, 3.1116, 3.1300, and 3.1320 through 3.1324. Comply with the page limits for memoranda set forth in rule 3.1113.





### Setting a Hearing on the Merits of a Writ Petition:

If a hearing on the merits of a writ petition has not been set in conjunction with an ex parte hearing on an application for a temporary stay, it may be set either by (1) noticing a hearing on the petition or (2) securing issuance of an alternative writ. **Note: The court prefers, as more efficient and economical for both itself and the parties, the procedure of noticing a hearing on the petition.**

The date set for a hearing on the merits of a writ petition, whether by notice or alternative writ, should allow the parties to file briefs in accordance with the following schedule:

Opening brief:	Due 45 days before the hearing
Opposition brief:	Due 25 days before the hearing
Reply brief:	Due 15 days before the hearing

Note that for page limits refer to rule 3.1113 of the California Rules of Court.

The date of the hearing on the merits may be expedited and the briefing schedule shortened upon an application setting forth circumstances warranting an expedited hearing. The application for an expedited hearing may be made orally at a hearing for a temporary stay or alternative writ or on an ex parte basis in accordance with rules 3.1201 through 3.1206 of the California Rules of Court.

#### (1) Noticing a hearing on a writ petition

Step	Action
1.	Contact the civil department to reserve an available date and time for a hearing on the writ petition. Prior to reserving a date, contact the other parties to the writ petition and determine their availability on the date. Writ petitions are normally heard on Fridays.
2.	Prepare and file a notice of hearing on the writ petition specifying the reserved hearing (date and time). Amador Superior Court uses the tentative ruling system, the notice of hearing must contain tentative ruling language available from the civil department.
3.	File the notice of hearing either at the civil counter or by mail addressed to the Amador Superior Court, 500 Argonaut Lane, Jackson, CA 95642
4.	Serve a copy of the notice of hearing on respondent(s) and real party(ies) no later than the time allowed for filing and serving the opening brief. If not previously served, the writ petition, the Notice of Assignment, and this Guide should also be served no later than the time for filing and serving the opening brief.



## (2) Securing issuance of an alternative writ

The alternative writ is an order to show cause that calendars a writ petition for a hearing on the merits. With the exception of an alternative writ of prohibition issued pursuant to CCP § 1104, the alternative writ does not, in and of itself, accomplish a stay or afford any affirmative relief.

Note that, with the alternative writ method, two writs may be issued in the proceeding. First, the alternative writ is issued to set a hearing on the merits of the petition. Second, a peremptory writ may issue after the hearing on the merits.

Step	Action
1.	<p>Prepare an ex parte application for an alternative writ. Specify "Ex Parte" in the title of the application.</p> <p>As provided in rules 3.1201 and 3.1202 of the California Rules of Court and this Guide, an ex parte application for an alternative writ includes the following supporting documents and papers:</p> <ul style="list-style-type: none"><li>▪ Endorsed copy of the petition.</li><li>▪ Points and authorities and any other supporting documents.</li><li>▪ Proposed order directing issuance of alternative writ.</li><li>▪ Proposed alternative writ with blank spaces for the date and time of a hearing on the petition. (Include a signature block for the clerk, not the judge.)</li><li>▪ Declaration regarding notice, as specified in rule 3.1204.</li></ul>
2.	<p>Submit ex parte application and supporting documentation to the clerk's office for the court's review and approval of hearing date and time.</p> <p>Please note, absent a showing of good cause or waiver by the respondent(s) and real party(ies), the court may not issue an alternative writ unless the writ petition and application for the alternative writ have been served on respondent(s) and real party(ies) at least five days before the ex parte hearing. (See CCP § 1088, requiring service of copy of petition in conjunction with application for alternative writ; CCP § 1107, providing a five-day period for respondent(s) and real party(ies) to respond to a writ petition after receiving service of the petition.)</p>
3.	<p>Notify the respondent(s) and real party(ies) of the date and time of the ex parte hearing on the alternative writ pursuant to rule 3.1203 of the California Rules of Court. Include the details of this notification in the declaration regarding notice pursuant to rule 3.1204.</p> <p><b>Note:</b> The Court prefers at least 48 hours' notice but, upon a showing of urgency, will accept less notice.</p>
4.	<p>If the Court does not require any of the documents listed above in Step 1 to be filed before the hearing, file and serve on all parties the documents and papers as soon as possible and no later than the time of the hearing.</p>



If the court grants the application for an alternative writ, the court signs and files the proposed order directing issuance of the alternative writ that sets the petition for a hearing on the merits. The clerk then issues the proposed alternative writ with the date and time of the hearing and provides it to the petitioner after the petitioner has paid the issuance fee. The writ must be served upon respondent(s) and real party(ies) in the same manner as a summons in a civil action unless the court expressly orders otherwise. (See CCP §§ 1073, 1096.) Once served, the writ must be filed with a proof of service.

#### **Applying for a Continuance:**

After a hearing has been set on a motion or on the merits of a petition, it may be continued only upon approval of the Court. If the continuance requires a change in the briefing schedule, such change must also be approved.

Step	Action
1.	Obtain available continuance dates from the clerk's office.
2.	Promptly confer with all counsel to agree upon a mutually convenient hearing date from among the dates provided by the clerk and any necessary changes in the briefing schedule.  If counsel cannot agree to a continuance, a new hearing date and/or changes in the briefing schedule, the party seeking the continuance may apply for a continuance by noticed motion.
3.	Promptly present to the court a stipulation signed by all parties, including the reason for the continuance, the agreed upon hearing date and any agreed upon changes in the briefing schedule, with a proposed order.  Pay the filing fee for the stipulation pursuant to subdivision (c) of Government Code section 70617 to the court.
4.	When the stipulation and order has been signed and filed by the Court, serve the stipulation and order on all parties.

Note that these procedures do not apply when a motion is dropped from the calendar by the moving party. In such circumstances, the moving party must telephonically notify the court and all other parties as far as possible in advance of the date on which the motion is to be heard and send a confirming letter to the court with copies to the other parties.



### Dismissing a Writ Petition:

Step	Action
1.	Promptly notify the Court pursuant to rule 3.1385 of the California Rules of Court when a writ proceeding is settled or otherwise disposed of.
2.	File a dismissal of the writ proceeding at the civil counter or by mail within 45 days after the date of the settlement pursuant to rule 3.1385(b) or after the date specified in the notice of conditional settlement pursuant to rule 3.1385(c).

### Lodging an Administrative Record:

Step	Action
1.	When securing a date and time for a hearing on the merits of the petition, inform the clerk about the size of any administrative record in the case. Determine the Court's preferences regarding the format, binding and container for the administrative record.
2.	Lodge the administrative record with the clerk no later than 25 days prior to the hearing on the merits of a writ petition. If the record is not lodged by this time, the Court may take the matter off calendar.  Consult with the clerk if you wish to lodge the administrative record more than 25 days before the hearing on the merits of a writ petition.
3.	Attach a cover sheet to the administrative record and any boxes containing the record that lists the: Case name, Case number, Date and time of the hearing.

At the hearing on the merits of the petition, the court will mark the administrative record as an exhibit and admit it into evidence. At the conclusion of the proceedings on the petition, the court may return the administrative record to the party who lodged it or destroy it pursuant to CCP § 1952 through 1952.3 and subdivision (i) of CCP § 1094.5.

### The Hearing on the Merits:

All hearings on writ petitions proceed by way of oral argument. If a party wishes to present oral testimony at the hearing, the party must obtain permission pursuant to rule 3.1306 of the California Rules of Court



**Appearing by  
Telephone:**

Parties may appear by telephone in accordance with Local Rule 11.09.

**Preparing a  
Judgment and  
Peremptory Writ:**

**If the court denies the writ petition,** the party designated by the court shall, pursuant to rule 3.1312 of the California Rules of Court, prepare, serve on all parties, and present to the court a judgment denying the petition.

**If the court grants the writ petition:**

Step	Action
1.	The party designated by the court prepares (1) a judgment granting the writ petition and (2) a peremptory writ. The peremptory writ includes a signature block for the clerk, not the judge.
2.	Pursuant to rule 3.1312 of the California Rules of Court, prepare, serve on all parties, and present to the court a judgment granting the petition and the peremptory writ. The judgment, when approved, will be signed by the court. The clerk will issue the peremptory writ and provide it to the petitioner for service upon respondent(s) and real party(ies) after the petitioner pays the issuance fee.
3.	Serve a copy of both the judgment granting the writ petition and the peremptory writ on the respondent(s) and real party(ies). The writ must be served in the same manner as summons in a civil action. (CCP §§ 1073, 1096, 1107.)
4.	Return the original peremptory writ with a proof of service to the clerk's office for filing.
5.	Prepare, serve, and file at the civil counter of the courthouse a notice of entry of judgment pursuant to CCP § 664.5(a).

Superior Court of California County of Amador 500 Argonaut Lane Jackson, CA. 95642 (209) 257-2603	FOR COURT USE ONLY  <div style="text-align: center;"> <b>FILED</b>          Superior Court of California,          County of Amador  <b>12/30/2025 at 12:02:00 PM</b>          By: J. ACOSTA, Deputy Clerk       </div>
PLAINTIFF:  vs  DEFENDANT:	
NOTICE OF ASSIGNMENT, NOTICE OF INCLUSION IN DELAY REDUCTION PROGRAM AND NOTICE OF CASE MANAGEMENT CONFERENCE	HEARING DATE: 07/08/2026 Case Type: Civil Unlimited
	CASE NUMBER: <div style="background-color: black; width: 100px; height: 15px;"></div>

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Please take notice that the above-entitled action has been assigned for all purposes to the Honorable **RENEE C. DAY**.

The above case is included in the Delay Reduction Program of the Amador County Superior Court. You are required to comply with the guidelines as set forth in the below-referenced rules.

You are further advised that a **CASE MANAGEMENT CONFERENCE** in the above action has been scheduled for July 8, 2026, at 1:30 PM in Department 3, Amador County Superior Court, 500 Argonaut Lane, Jackson, CA. 95642.

A Case Management Statement shall be filed with the court no later than 15 days before the case management conference. All parties shall exchange their completed statements at least 15 days prior to the case management conference. *The Court issues tentative rulings prior to Civil Case Management Conferences.*

Dated: December 30, 2025

ANDREA SEXTON, CLERK

BY: J. ACOSTA, Deputy Clerk



