AGENDA
CITY OF PLYMOUTH
City Council

REGULAR MEETING
THURSDAY, April 22, 2021

Council Chambers
9426 Main Street, Plymouth, California

Keith White, Mayor

Marianne Akerland, Council Member
Valerie Klinefelter, Council Member
Peter Amoruso, Vice-Mayor
Douglas Sim, 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.**

CITY OF PLYMOUTH
CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY April 22, 2021
6:30 PM
Council Chambers 9426 Main Street Plymouth, California

COUNCIL MEETING VIA TELECONFERENCE

1-978-990-5000 / ENTER CODE: 550802

COVID-19

Pursuant to Governor Newsom's Executive Order N-29-20, members of the City of Plymouth City Council and/or staff may participate in this meeting via a teleconference. In the interest of maintaining appropriate social distancing, members of the public are encouraged to participate telephonically by calling 1-978-990-5000, Enter Code: 550802, or by submitting comments on any item via email to Deputy City Clerk at "mdelatorre@cityofplymouth.org." before 6:00 PM on the meeting date, or on a comment card on or before 6:30 PM on the meeting date. Comment cards are available at City of Plymouth website "City Notices / Forms". If social distancing cannot be physically maintained at the meeting, the City may require the use of comment cards.

Keith White, Mayor

Marianne Akerland, Council Member
Peter Amoruso, Vice-Mayor
Valerie Klinefelter, Council Member
Douglas Sim, 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.

The City Council welcomes you to its meetings, which are scheduled at 6:30 p.m. on the 2nd and 4th Thursdays of each month. Participation in the meetings is encouraged and appreciated. This meeting will be recorded. Council Chambers are wheelchair accessible. Other special accommodations may be requested by contacting the City Clerk 72 hours in advance of the meeting. ***Please silence all cell phones or similar devices***.

The City Council has adopted a policy that no new items will be called after 10:00 PM unless otherwise motioned by the City Council before 10:00 PM please be aware that an item that has not been heard by 10:00 PM may be continued to a future Council Meeting.

1. CALL TO ORDER/ROLL CALL:

- **Roll Call**
- **Flag Salute**
- **Invocation: None**

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF April 22, 2021

3. PUBLIC COMMENT:

Under Government Code Section 54954.3, citizens wishing to address the Council for any matter not on the agenda may do so this time by completing and submitting a Speaker Submittal Form to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or an urgent need to take immediate action arose after the posting of the agenda.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 PLANNING COMMISSION APPOINTMENTMENT AS RESULT OF UNEXPECTED AND UNSCHEDULED VACANCY

RECOMMENDATION: Council Member Akerland will select and appoint candidate to Planning Commission

5. CONSENT CALENDAR ITEMS:

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

5.1 APPROVAL OF REGULAR MEETING MINUTES OF April 8, 2021

5.2 RESOLUTION 2021-02 OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH AUTHORIZING APPROVAL OF AN APPLICATION FOR FUNDING IN THE AMOUNT OF $204,994 AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS

7.1 AUTHORIZE THE CITY MANAGER TO EXECUTE AND ENTER INTO A REIMBURSEMENT AGREEMENT WITH GREILICH RANCH/SUN PROPERTIES FOR ENVIRONMENTAL WORK FOR THE GREILICH RANCH/SUN PROPERTIES PROJECT AND TO EXCUTE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR $205,632 WITH BARACCO AND ASSOCIATES AND MPE, INC. FOR SAID ENVIRONMENTAL WORK

RECOMMENDATION: Council authorization to staff to proceed with agreements as recommended

7.2 2020-21 BUDGET REVIEW AND PRESENTATION

RECOMMENDATION: Council review, discussion and possible direction

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

8.1 CITY MANAGER'S REPORT

8.2 MAYOR & COUNCIL MEMBERS' REPORTS

8.3 COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

9. CLOSED SESSION

9.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (pursuant to Government Code section 54957)
Title: City Manager

9.2 CONFERENCE WITH LABOR NEGOTIATORS (pursuant to Government Code section 54957.6)
City representatives: Mayor White
Unrepresented employee: City Manager

ADDITIONAL INFORMATION

Public documents related to 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 time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Plymouth City Hall.

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

NOTICE:

As presiding officer, 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 disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council, 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 Ext 256 at least 48 hours prior to the meeting.

Equal Employment Opportunity Statement

It is the policy of the City of Plymouth to provide equal employment opportunity to all persons regardless of age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, veteran status or any other classification protected by federal, state or local law.

CERTIFICATION OF POSTING OF AGENDA

I, Maria De La Torre, Deputy City Clerk for the City of Plymouth, declare that the foregoing agenda for the April 22, 2021 Regular Meeting of the Plymouth City Council was posted and available for review on April 19, 2021 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 www.cityofplymouth.org.

Signed at Plymouth, California

//s//

Maria De La Torre,
Deputy City Clerk

4.1

City of Plymouth

Staff Report
City Council Meeting

Item 4.1

Date:

April 22, 2021

Report by:

Maria De La Torre, Deputy City Clerk; Rex Osborn, City Manager

Policy, Program, Project or Issue Title:

Planning Commission Unexpected and Unscheduled Vacancy

Issue Statement & Discussion:

The Planning Commission is an advisory agency to the City Council that consists of five (5) members, each shall be residents of the City of Plymouth.

Each Council Member of the City Council is responsible for appointing one member to the Planning Commission.

On March 31, 2021, the City received written notice of "resignation" from recently appointed Planning Commissioner, Jack Gorman.

On April 1, 2021 the Deputy City Clerk posted a "Notice of Unexpected and Unscheduled Vacancy" at the three City posting locations and the City website.

The term of the Commissioner is co-extensive with the term of the City Council Member who appointed the departing Commissioner. Council Member Akerland's term is through 2024.

Attachment(s):

- Resignation Email
- Plymouth Municipal Code Chapter 2.60
- Unscheduled Vacancy Notice
- Letter of Interest – Bill Klaproth

Fiscal Impact:

None

Staff Recommendation:

Staff recommends review and consideration of any submitted Letters of Interest and Council Member Akerland Appoint a Planning Commissioner to fill the vacancy.

From: Jack Gorman <jackgormanca@gmail.com>
Sent: Wednesday, March 31, 2021 5:26 PM
To: Rex Osborn <rexo@cityofplymouth.org>
Cc: Maria De La Torre <Mdelatorre@cityofplymouth.org>; Marianne Akerland <makerland@cityofplymouth.org>

Subject: Resignation

Dear Marianne,

Please accept my resignation from the City of Plymouth Planning Commission. I hope we can work together in the future.

Thank you!

Jack Gorman

Chapter 2.60

PLANNING COMMISSION

Sections:

2.60.010	**Planning Commission**
2.60.020	**Term of office**
2.60.030	**Removal of commissioner**
2.60.040	**Chairperson**
2.60.050	**Meetings**
2.60.055	**Stipend for Planning Commissioners**
2.60.060	**Voting**
2.60.070	**Records**
2.60.080	**Secretary to Commission**
2.60.090	**Powers and functions**
2.60.095	**Appeals from adverse decisions**

2.60.010 Planning Commission.

The City Planning Commission of the City of Plymouth is hereby re-established as an advisory agency to the Plymouth City Council. The Planning Commission shall consist of five (5) members. Members shall be residents of the City of Plymouth.

None of the five (5) members shall be officials or employees of the City of Plymouth at the time of their appointment or while serving on the Planning Commission. The members of the commission shall select one (1) of their number to act as a voting chairperson.

2.60.020 Appointment and Term of Office.

A. Each member of the City Council shall be responsible for appointing one member of the Planning Commission, provided that the person appointed shall meet the criteria of Section 2.60.010 and appointment shall not be made except after posting of a notice of unscheduled vacancy where such notice is required by Government Code section 54974. Provided, however, that in the event any member of the Council shall fail for a period of sixty (60) days to make such an appointment, the City Council shall fill any such vacancy.

B. The term of a Planning Commissioner shall be co-extensive with the term of the City Councilmember who appointed him or her, or the term of the City Councilmember on whose behalf the City Council appointed him or her following the failure of the Councilmember to appoint for a period of sixty (60) days as provided in subsection A. (Ord. 2001-02)

2.60.030 Removal of commissioner - Vacancies.

Any member of the Planning Commission may be removed from the Commission prior to the expiration of his or her term by a three-fifths (3/5) vote of the members of the City Council. If a vacancy shall occur other than by expiration of a term, the City Council member responsible for appointing that Planning Commissioner shall appoint another person to be a member of the Planning Commission in accordance with Section 2.60.020.

2.60.040 Chairperson.

The Chairperson of the Planning Commission may take part in the discussion at any meeting, and shall have the power to vote, and to make or second motions without passing the gavel.

NOTICE OF SPECIAL VACANCY PLANNING COMMISION

This Notice is to advise that the City of Plymouth has an unexpected and unscheduled Special Vacancy on the Planning Commission. An appointment will be made in compliance with Government Code 54974 at the next regularly scheduled meeting of April 22, 2021 at 6:30pm.

Letters of interest may be submitted to the Deputy City Clerk at: mdelatorre@cityofplymouth.org prior to April 16, 2021 to be considered during the April 22, 2021 Council Meeting.

April 2, 2021

4/16/2021

Deputy City Clerk
Maria De La Torre
City of Plymouth

Subject: Letter of Interest, City of Plymouth Planning Commission

Dear Maria De La Torre and City Council Members

I am writing this letter to express interest in a position on the Plymouth City Planning Commission.

My wife Raquel and I have lived in Plymouth for 2 years. We moved from nearby Elk Grove and have lived in the region for over 30 years. I am employed with a financial institution that does business in Amador County, so have local ties from not only my home but business as well.

Why I am interested in the Planning Commission appointment:

As a resident of Plymouth, I want to get involved in ensuring that good planning underlies the City of Plymouth's approach to sound, sustainable and smart long term growth. I want to be involved in shaping the City of Plymouth's land use planning. It is exciting to see Plymouth grow and be shaped through community involvement, to be part of that is exciting. Additionally, this will allow me to learn about city government and do my part to make a positive difference.

Additional considerations for appointment to the Planning Commission:

My educational background includes a Bachelor of Arts in Business Administration with a focus in Real Estate Planning and Land Use Affairs.

Previously involvement in Master Plan Community review for Vineyard / Vintage Park Community area of Sacramento County.

Thank you for your consideration.

Bill Klaproth

8748 Vintner Drive

Plymouth, CA 95669

5.1

CITY OF PLYMOUTH
CITY COUNCIL
REGULAR MEETING MINUTES
THURSDAY April 8, 2021
6:30 PM
Council Chambers 9426 Main Street Plymouth, California

COUNCIL MEETING VIA TELECONFERENCE

1-978-990-5000 / ENTER CODE: 550802

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Keith White, Mayor
Marianne Akerland, Council Member — Peter Amoruso, Vice-Mayor
Valerie Klinefelter, Council Member — Douglas Sim, Council Member

MISSION STATEMENT

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1. ROLL CALL:

COUNCIL MEMBERS PRESENT:	Peter Amoruso Vice Mayor, Douglas Sim, Keith White Mayor
COUNCIL MEMBERS VIA TELECONFERENCE/PHONE	Marianne Akerland, and Valerie Klinefelter
COUNCIL MEMBERS ABSENT	NONE
STAFF/ADVISORY PRESENT:	Rex Osborn City Manager, Maria De La Torre Deputy City Clerk, Frank Splendorio City Attorney, Michael Colton Finance Director
STAFF/ADVISORY VIA TELECONFERENCE/PHONE:	NONE
STAFF/ADVISORY ABSENT:	McLean Sonnenberg City Clerk,

1. **Invocation:** Mike Spinetta

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF April 8, 2021

Motion to approve Regular Meeting Agenda for April 8, 2021 by Council Member Sim second by Vice Mayor Amoruso. Motion passed with 5 Yes votes by Akerland, Amoruso, Klinefelter, Sim, and White; with 0 No votes. With 0 Absent or Abstain votes. With Council Members Akerland, and Klinefelter participating via telephone (teleconference).

3. PUBLIC COMMENT:

SPOKE: Mike Spinetta commented that Micki East had an "Impromptu Easter Celebration" in the neighborhood with inflatable Costumes

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 AWA GENERAL MANAGER LARRY MCKINNEY INFORMATIONAL PRESENTATION

SPOKE: No Public Comments

5. CONSENT CALENDAR ITEMS:

5.1 APPROVAL OF AMENDED REGULAR MEETING MINUTES OF March 11, 2021

5.2 APPROVAL OF REGULAR MEETING MINUTES OF March 25, 2021

Motion to approve Consent Calendar as presented by Vice Mayor Amoruso, second by Council Member Klinefelter. Motion passed with 5 Yes votes; by Akerland, Amoruso, Klinefelter, Sim and White; 0 No votes, With 0 : Absent/Abstain. With Council Members Akerland and Klinefelter participating via telephone (teleconference).

SPOKE: No Public Comments

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS

7.1 RESOLUTION 2021-01 OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE CONTRACT FOR SOLID WASTE HANDLING SERVICES BETWEENTHE CITY AND ACES WASTE SERVICES, INC.

RECOMMENDATION: Council authorize City Manager to execute agreement for renewal of services to the City

Motion to approve Resolution 2021 Authorizing City Manager to Execute "Second Amendment" as presented by Council Member Klinefelter, second by Council Member Sim. Motion passed with 5 Yes votes; by Akerland, Amoruso, Klinefelter, Sim and White; 0 No votes, With 0 : Absent/Abstain Vote. With Council Member Akerland and Klinefelter participating via telephone (teleconference).

SPOKE: No Public Comments

7.2 INFORMATIONAL ONLY REPORT REGARDING MILLS ACT

RECOMMENDATION: Receive Information Only

City Planner, Erin Ventura delivered informational report for Council

SPOKE: No Public Comments

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

8.1 CITY MANAGER'S REPORT

*Pop-Up businesses, three structures from Cal Crafters Calaveras county are being delivered by end of April, multiple businesses have shown interest
* Community Garden being maintained by staff member Faye Bell, currently has 5 spaces available
*County Fair is planning to go forward with annual event
*Annual Audit is in progress
*Met with new owners of Church building, secured "right-of-way" to cemetery through church back parking lot
*Staff found alternative solution to Dog barking issue
*Update from Bryce of "Waste Water" with feasibility of "sale of water"
*Budget Review on upcoming Agendas

8.2 MAYOR & COUNCIL MEMBERS' REPORTS

*Council Member Klinefelter would like to give credit to Mike Spinetta and Peter Amoruso for assistance with Community Garden; "Al Fresco" survey as deliverable for USDA Grant; Refresh flowers/plants in barrels around town; Proud of City businesses keeping people employed

8.3 COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

* Council Member Sim suggested discussion of task assignments to Planning Commission to review Zoning, Areas of Density Zoning

9. ADJOURNMENT: 8:10pm

Respectively submitted,

//s//

Maria De La Torre,
Deputy City Clerk

5.2

City of Plymouth
City Council Meeting
Staff Report
Item 5.2

Date:

April 22, 2020

Report by:

Rex Osborn, City Manager & Michael Colton, Finance Director

Policy, Program, Project or Issue Title:

Resolution 2021-02 Authorizing Approval of an Application for Funding and the Execution of a Grant Agreement Authorizing Submission and Execution of CDBG-CV2 and 3 Grant for $204,994

Issue Statement & Discussion:

The California Department of Housing and Community Development (HCD) is accepting applications for Community Development Block Grant Coronavirus Response Rounds 2 and 3 (CDBG-CV2/3) funding for local assistance. The City of Plymouth is eligible to apply for up to $204,994 based upon a state allocation.

The CDBG-CV2/3 Notice of Funding Availability (NOFA) provides funding for certain Community Development and Economic Development activities. Of these, staff have noted that the two economic development activities are most feasible to supplement the Utility Assistance Program to be funded through CDBG-CV1. They are listed below:

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shutdowns, adding employees.

2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner.

After reviewing businesses that may be eligible in the City, staff notes that both types of activities would be beneficial to economic development in Plymouth. Some businesses are experiencing difficulties restaffing, and could potentially be helped with city assistance. However, the general business assistance category #1 does limit the program to help that can be correlated to employee hiring and retention. The microenterprise assistance #2 is limited to smaller businesses, but the City can help in more ways, such as staff assistance where possible, or the hiring of consultants as needed, even if it would not necessarily create another job opening.

With those things in mind, staff is proposing an application that has a 50/50 split between the two activities. They both meet needs in the community, and there is a 2 year window to complete the grant activities, which will help ensure that the assistance is promoting long-term business stability.

Attachment(s):

- Resolution 2021-02 Authorizing Approval of an Application for Funding and the Execution of a Grant Agreement and any Amendments from The 2020 CDBG Development Block Grant Program- Coronavirus Response Round 2 And 3 (CDBG-CV2 And CV3)

Fiscal Impact:

There would be no cost to the City. Staff time and administration costs will be covered by the grant funding.

Staff Recommendation:

Staff recommends that City Council approve and adopt Resolution 2021-02 Authorizing Application for CDBG-CV2 and 3 Grant for $204,994 in support of the City's CDBG-CV2 and 3 application of $204,994.

RESOLUTION 2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH AUTHORIZING APPROVAL OF AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of Plymouth as follows:

SECTION 1. The City Council has reviewed and hereby approves the submission to the State of California of one application in the aggregate amount, not to exceed, of $204,994 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

Economic Development – Business Assistance:	$ 102,497
Economic Development – Microenterprise Assistance:	$ 102,497

SECTION 2: The City hereby approves the use of Program Income in an amount not to exceed $204,994 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3: The City acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4: The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5. If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the Grant Agreement (i.e. Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6. If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Plymouth hereby adopts and authorizes the submission and execution of the CDBG-CV2 and CV 3 grant application,

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly introduced and legally adopted by the City Council of the City of Plymouth at a regular meeting held on the 22nd day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

_____

Keith White, Mayor

_____

Maria De La Torre, Deputy City Clerk

7.1

City of Plymouth
City Council Meeting
Staff Report
Item 7.1

Date:

April 22, 2021

Report by:

Erin Ventura, Planning Director

Policy, Program, Project or Issue Title:

Reimbursement Agreement with Greilich Ranch/Sun Properties for costs of all environmental work related to the Greilich Ranch/Sun Properties project prepared by Baracco and Associates and MPE, Inc. and Professional Services Agreement in the amount not to exceed $205,362 to Baracco and Associates and MPE, Inc.

Issue Statement & Discussion:

Staff is requesting that the City Council authorize a professional services agreement in the amount not to exceed $205,362 with Baracco and Associates and MPE, Inc. to prepare the necessary environmental work for environmental work related to the Greilich Ranch/Sun Properties project located at Highway 49 at Zinfandel Parkway.

Staff is also requesting that, corresponding to that contract, that Council authorize a reimbursement agreement with Greilich Ranch/Sun Properties (Applicant) for said environmental work related to the Greilich Ranch/Sun Properties project located at Highway 49 at Zinfandel Parkway to be completed by Baracco and Associates (the Consultants).

The Consultants are proposing to complete an Environmental Impact Report (EIR) for the proposed 167 acre project. Work for the EIR will begin in April 2021 and is anticipated to take 6 to 8 months to complete.

The total cost for services is proposed at $205,362. This cost will be paid by the applicant (Greilich/Sun). The City will require an initial deposit plus the applicant must maintain a minimum balance in the project account. These two contracts (PSA and Reimbursement Agreement) are designed to ensure the work is done sufficient to City requirements, but that at the same time, the Applicant is responsible to pay the City.

Fiscal Impact:

There is no fiscal impact to the City as this is cost recovery and the applicant will be reimbursing the City for the work.

Staff Recommendation:

Staff recommends City Council authorize the City Manager to execute and enter into a Reimbursement Agreement with Greilich Ranch/Sun Properties for costs of all environmental work related to the Greilich Ranch/Sun Properties project prepared by Baracco and Associates and MPE, Inc. and to execute and enter into Professional Services Agreement in the amount not to exceed $205,362 to Baracco and Associates.

CITY DEPOSIT AND REIMBURSEMENT AGREEMENT

by and between

CITY OF PLYMOUTH

And

Greilich Ranch/Sun Properties

relating to

THE ENVIRONMENTAL IMPACT REPORT FOR THE GREILICH RANCH/SUN PROPERTIES PROJECT COMPLETED BY BARACCO AND ASSOCIATES AND MPE, INC

CITY DEPOSIT/ REIMBURSEMENT AGREEMENT

THIS CITY DEPOSIT/REIMBURSEMENT AGREEMENT (the "Agreement") is entered into effective as of the 22th day of April, 2021 by and between the CITY OF PLYMOUTH, a city duly organized and existing under the laws of the State of California ("**City**"), and Greilich Ranch/Sun Properties ("**Applicant**"), and relates to the completion of the Environmental Impact Report for The Preserve project.

RECITALS

WHEREAS, the property depicted in Exhibit "A" constitutes the land within _____ boundaries (the "Property"); and

WHEREAS, the Applicant is in the process of developing the Property for expansion of the existing RV Park and residential use and has obtained, or intends to obtain, the necessary development approvals to construct approximately 214 new RV and vacation sites on approximately 44.5 acres and 234 residential units on approximately 116 acres on the Property, as such development may be modified from time to time (the "Project"); and

WHEREAS, the Applicant has requested the City initiate the process to prepare an Environmental Impact Report ("EIR") for the Project under the California Environmental Quality Act ("the Act"); and

WHEREAS, in accordance with the City's policy regarding the use of the Act, the Applicant is required to compensate the City for all costs incurred for the EIR; and

WHEREAS, the City may enter into an agreement with the Applicant, under which the Applicant advances the necessary funds to the City for the purpose of paying for the completion of the EIR, as further described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

Section 1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

(a) "Deposit" means an amount deposited with the City, by the Applicant, as security for the costs incurred in connection with the preparation of the Project's EIR.

(b) "Party" or "Parties" shall mean any one or all of the parties to this Agreement.

(c) "State" means the State of California.

Section 3. The Deposit, Application and Return Thereof.

(a) The estimated cost to complete the EIR is $205,362.

(b) The Applicant shall initially deposit with the City the amount of $20,500 to be used as initial payment for the costs incurred, without limitation, for (i) the fees and expenses of any consultants the City may employ in connection with the preparation of the EIR and (ii) any other consultant deemed necessary or advisable by the City to complete the Project's EIR.

(c) Following the initial deposit, Applicant agrees to maintain a deposit of at least $5,000 with the City at all times.

(d) City will make written requests to Applicant regarding necessary deposit amounts and Applicant must deposit any additional funds required to meet the $5,000 minimum within 10 days of such requests. If Applicant refuses to replenish the account within 10 days of City's written request, City shall have the right to cease all processing on Applicant's Project related to the EIR until such time as the account is replenished.

(e) The Deposit may be comingled with other funds of the City for the purposes of investment and safekeeping, but the City shall at all times maintain records of what cost shave been issued against the Deposit.

(f) Any unused funds shall be returned to the Applicant, without interest, following the payment of all invoices related to the completion of the EIR.

Section 4. Applicant acknowledges and agrees that it will fully reimburse the City for costs incurred in connection with the EIR process regardless of any action taken by the City with respect to the application. Applicant also acknowledges and agrees that the initial deposit paid herewith will not be adequate to fully reimburse the City for costs incurred in connection with the EIR, and that periodically, as the need arises, the Applicant will be called upon to make additional deposits as described above in Section 3. Applicant agrees that there shall always remain a minimum of $5,000 on deposit with the City to cover the anticipated costs to be incurred for the preparation of the EIR through the Public Hearing Process and final completion and approvals.

The Applicant is responsible to fully reimburse the City for costs incurred in connection with this EIR regardless of whether the City requests additional deposits or stops processing the project, and even if the actual costs exceed the estimated cost set forth in Section 3(a). ***Deposits shall not be dependent upon the City's approval or disapproval of the Project, EIR, or upon the result of any action, and shall in no way influence the Project. Neither Applicant, nor any other person providing***

funding for the Project shall, as a result of such funding, have any expectation as to the results of the Application and/or EIR process. The City makes no promise, representation or warranty, express or implied, as to the timing of the City's processing of the Project or EIR or as to the outcome, including the action by the City Council, related to the Project. Applicant agrees to cooperate fully with the City in its processing of the Project and the EIR.

Section 5. Indemnification. Applicant shall assume the defense of, indemnify and save harmless, City and its agents, officers, consultants, and employees ("City Agents") from any and all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of Applicant with respect to this Agreement, including those related to environmental and/or CEQA issues; provided, however, that Applicant shall not be required to indemnify any person or entity as to damages resulting from their sole negligence or willful misconduct of such person or entity or their officers, agents or employees.

Section 6. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each Party hereto. This Agreement may be assigned, in whole or in part, by the Applicant to the purchaser of any parcel of land within the Property provided, however, such assignment shall not be effective unless and until the City has been notified, in writing, of such assignment.

Section 7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 8. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either Party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

City:
City of Plymouth
9426 Main Street
Plymouth, California 95669

Applicant:
Greilich Ranch/Sun Properties
7498 Griggs Way
Sacramento, CA 95831

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party hereto.

Section 9. Attorneys' Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

Section 10. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 11. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 12. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF PLYMOUTH,
a municipal corporation

By:_____
Rex Osborn
City Manager

Date:_____

ATTEST:

By:_____
Maria De La Torre, Deputy City Clerk

Date:_____

_____
a California Corporation

By:_____
_____
_____,

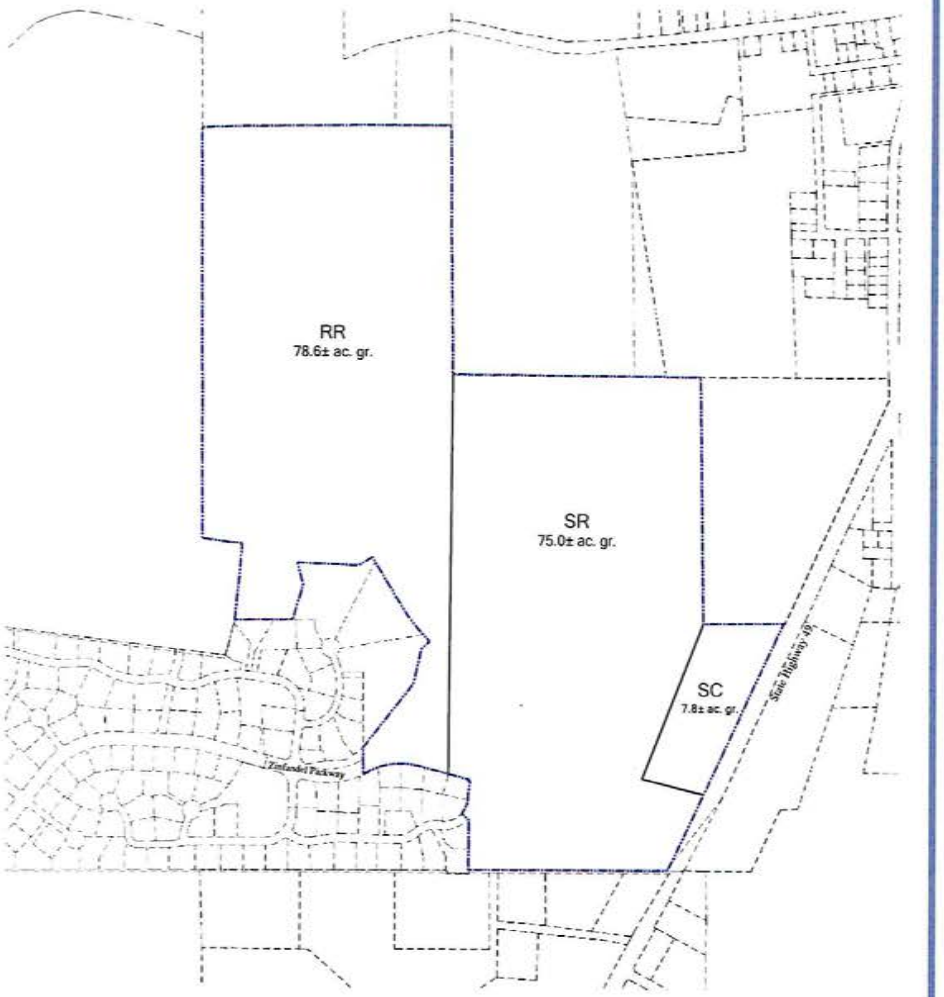
Date:_____

APPROVED AS TO FORM:

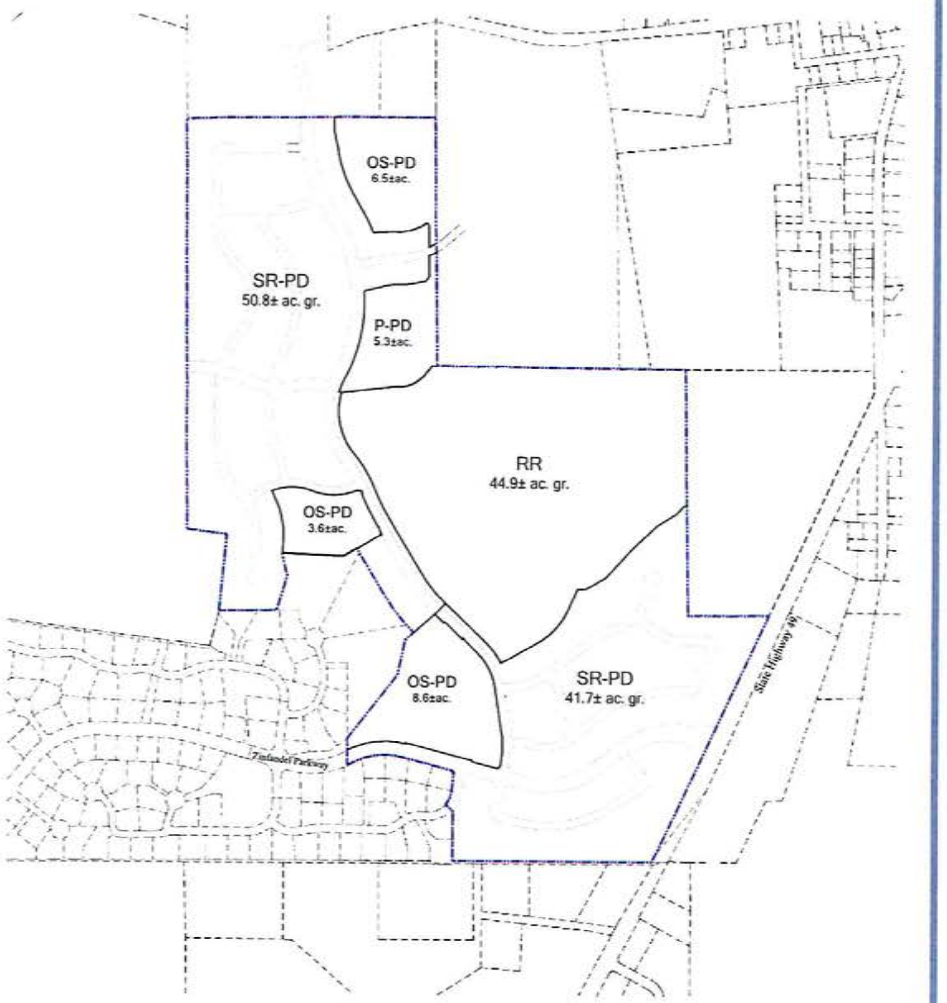
By:_____
Frank Splendorio, City Attorney

Date:_____

EXHIBIT A
The Property



Existing



Proposed

0 300 ft

Rezone Exhibit
Greilich Ranch

Scale: 1"=300'
(when printed 24" x 36")

November 20, 2019
Revised: March 25, 2021

LEGEND

RR -	Rural Residential
SR-	Standard Residential
P -	Public/Institutional
OS -	Open Space
SC -	Suburban Commercial
-PD -	Planned Development Overlay

WALTERS LAND PLANNING

19-77

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PLYMOUTH AND BARACCO AND ASSOCIATES

THIS AGREEMENT for professional services (this 'Agreement') is made by and between the City of Plymouth, a California Municipal Corporation ('City'), and Baracco and Associates, a Professional Consulting Firm and MPE, Inc. ('Professional') as of April 23, 2021 (the 'Effective Date').

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide the City with certain professional services, as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date first noted above and shall continue until May 1, 2022, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such personnel, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional, and Professional agrees to accept in full satisfaction, a sum not to exceed two-hundred and five thousand, three hundred and sixty-two dollars ($205,362) for the services to be performed and reimbursable costs incurred under this Agreement. Payment shall be in accordance with the Compensation Schedule, attached hereto as Exhibit B and incorporated herein by reference. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

2.1 **Invoices.** Professional shall submit to the City a signed invoice, on a monthly basis, for services performed and reimbursable costs incurred pursuant to this Agreement prior to the invoice date. Invoices shall contain the beginning and ending dates of the billing period, the total due for that period, the total amount of previous billings, the balance available under the Agreement, the percentage of completion, and the total number of hours of work performed under the Agreement by Professional and each employee or agent of Professional performing services hereunder.

Each invoice shall itemize the services rendered for that billing period. At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

2.2 **Monthly Payment.** Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice or of any invoice that does not comply with all of the requirements above. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

2.3 **Final Payment.** City shall make the final payment to the Professional within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the Compensation Schedule set forth in Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are included in Professional cost estimate as set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution

4.1 **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, Professional shall not increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers without the prior written consent of the City.

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

4.4.5 **Notice of Reduction in Coverage.** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City within five (5) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.4.6 **No Effect on Indemnification.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under the indemnification provisions contained in Section 5, hereof.

4.5 **Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Immediately terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 **General Requirement.** Professional shall indemnify, defend with counsel acceptable to City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Professional, its employees, agents or any other person under the Professional's control, in the performance of the work under this Agreement. Such obligations to indemnify, defend and hold harmless the City shall not apply to the extent that such liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not insurance policies required under Section 4 of this Agreement shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF PROFESSIONAL.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Professional hereby agrees to conform to all local and State laws regulating or governing the services provided under this Agreement.

7.3 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees and agents have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

7.4 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

7.5 **Prevailing Wage.** Professional, to the extent required by the California Labor Code, shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California.

7.6 **Safety.** Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by the City Manager or his designee. Professional, its employees and agents shall wear appropriate safety apparel at all times while performing work under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may terminate this Agreement at any time and without cause upon thirty (30) days' written notice to Professional. Professional may cancel this Agreement at any time and without cause upon sixty (60) days' written notice to City.

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

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by both parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign or subcontract this Agreement or any interest therein without the prior written approval of the City.

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

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

9.3 **Inspection and Audit of Work and Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

9.4 **Confidentiality of Data.** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.

9.5 **Ownership of Data.** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the work for which this contract has been entered into. Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of such information for any purpose other than that contemplated by this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City

10.07 **Integration.** This Agreement, including the Scope of Work and the Compensation Schedule attached hereto and incorporated herein as Exhibits A and B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict between the provisions of this Agreement and those of Exhibits A and B, the provisions of this Agreement shall govern.

10.08 **Notices.** Any notice, demand, request, consent, or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and shall be either personally delivered, or sent by U.S. mail addressed as follows:

CITY

Rex Osborn, City Manager
City of Plymouth
PO Box 429
Plymouth, CA 95669

PROFESSIONAL

Bruce Baracco, Principal Planner
Baracco and Associates
44 Eureka Street
Sutter Creek, CA 95685

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF PLYMOUTH,
a municipal corporation

BY: _____
REX OSBORN, City Manager

Date: _____

Attest:

_____
MARIA DE LA TORRE, Deputy City Clerk

Date: _____

Approved as to form:

_____
FRANK SPLENDORIO, City Attorney

BARACCO AND ASSOCIATES,
a professional consulting firm

BY: _____
BRUCE C. BARACCO, Principal Planner

Date: _____

MPE, INC.,

BY: _____
Its:

Date: _____

Attachments:
Exhibit A Scope of Services
Exhibit B Compensation Schedule

Exhibit A

PROPOSAL TO PREPARE AN ENVIRONMENTAL IMPACT REPORT
AND ASSOCIATED PERMITTING DOCUMENTS FOR
GREILICH TRUST (GT) & SUN COMMUNITIES, INC. (SUN)
TO SUBDIVIDE AND DEVELOP A 167-ACRE PARCEL
IN THE CITY OF PLYMOUTH, AMADOR COUNTY, CALIFORNIA

Prepared by Baracco and Associates and MPE, Inc.
REVISED May 19, 2020
REVISED March 25, 2021

Project Overview

Greilich Trust and SUN Communities, Inc., the Project Proponents (Applicant) are preparing a Joint Application to file with the City of Plymouth (City), Amador County, to amend the City's General Plan and Zoning Regulations, along with a Tentative Subdivision Map, Development Plan, and Development Agreement, which would allow the Applicant to subdivide and develop a 167-acre parcel currently contiguous to the City boundaries. An Application Package is anticipated to be filed with the City in late March 2021.

According to SUN, the existing RV Park, originally developed in the 1970's, offers 326 sites comprised of RV and Vacation Rental spaces, including small individual cabins. The land area around the existing park is grazing land characterized by rolling grass hills and outcropping of Oak Trees. Access to the existing park is from California State Route 49 (SR49). Included in the existing park are numerous amenities including swimming pools, volleyball area, an Amphitheatre and meeting structures to serve guests.

SUN wishes to expand the existing park and to develop approximately 214 new RV and vacation sites on approximately 44.5 acres of the Greilich Trust property, which is west and south of the existing park. Included in the expansion of the park, SUN is proposing to design and to construct additional amenities to serve the vacation guests. The proposed amenities shown in the Site Plan include a Clubhouse Facility of approximately 4,900 square feet, guest pool area, patio gathering spaces, meeting areas, showers and restrooms. Architecture of these proposed amenities is envisioned to maintain the character and feel of the existing park while providing a new and fresh look for the 'west side' of the park.

Operation and maintenance of the existing RV Park are conducted by the Sun Communities' staff. Staff members greet and welcome visitors to the park in addition to providing activities to enhance the guest experience. Standard SUN Regulations are utilized for all after-hours activities and events at the park. Special events at the park are managed by Sun Communities, in accordance with the City of Plymouth governing ordinances and requirements.

The entire Greilich Trust property comprises rolling hills and gently sloping topography. Grading of the property will be accomplished by utilizing cut and fill to assist in mitigating slopes present on the property. It is anticipated that the western portion of the project will be lower than grades along the proposed north-south Greilich Parkway, where the roadway rises from the valley floor and traverses north to Old Sacramento Road. An approximate 26-foot wide fenced path and trail area is proposed along the eastern edge of the Parkway. Areas within the project are anticipated to be below grade along portions of Greilich Parkway.

The primary access to the property will continue from SR49. Sun Communities is working to develop a new entry concept that would provide guests with an enhanced arrival sequence, and would mitigate any stacking of RV traffic on the highway. The revised entry concept and proposed roadway revisions within the existing park are planned to provide two points of connection to the expansion parcel. One emergency exit point is planned for the southwesterly portion of the property onto Greilich Parkway. In addition, a second emergency exit is contemplated as development occurs by Greilich Trust on the western border of the expansion property.

A preliminary wetlands delineation by Vollmar Natural Lands Consulting identified the Impact Potential for on-site wetlands, including vernal pools. An Arborist Report and Tree Inventory has been prepared by California Tree and Landscape Consulting, Inc. to evaluate on-site oak trees. The requisite documents for the General Plan Amendment and Rezoning is being prepared by Walters Land Planning under the direction of the Applicant.

EIR Components and Technical Studies

Baracco and Associates (B&A) & MPE, Inc., in association the specified sub-consultants, is providing the following proposal to prepare the Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA), with the City acting as Lead Agency. Resource studies to be included in this proposal include Biological Resources, Cultural Resources, Air Quality/Greenhouse Gas Emissions, Transportation Impact Analysis, and low-level Visual and Aesthetics Impacts on the southern half of the property.

Baracco and Associates will work closely with MPE, Inc. Environmental Consulting (MPE) and the sub-consultants in both management and technical roles; providing a core team that would ensure more seamless transitions and support critical project communications.

On-going preliminary discussions with the City and an information meeting held with the adjacent Zinfandel Ridge (ZR) Homeowners in September 2019 have identified the following representative issues to include in the EIR:

- Aesthetics or possible effects to visual resources;
- Public perception;
- Land Use;
- Traffic and circulation; access to SR49;
- New traffic through Zinfandel Ridge development;
- Noise;
- Property values;
- Cultural resources; and
- Biotic Resources including oak tree preservation.

In accordance with CEQA, other interdisciplinary resources also will be addressed, including climate/air quality/greenhouse gas emissions, geology/paleontology, soils, water, water quality, hazardous materials, socioeconomics, public services and facilities, utilities and infrastructure, recreation, health and safety, wildfire, and environmental justice.

A Biological Assessment (BA) will be prepared by Moore Biological Consultants to assess the overall effects of the project on flora and fauna, wildlife habitat, and oak woodlands. Requisite consultations will include California Dept. of Fish & Wildlife, California Natural Diversity Database, and U.S. Fish & Wildlife Service.

Based on previous cultural resource studies prepared by Windmiller Archaeological Consulting in the immediate vicinity, a preliminary estimate of 14 archaeological resources may be impacted by the proposed development. A small fraction of those resources may be Native American sites, such as a bedrock mining station, hunting blind or camp site. Historic non-Native American sites may include historic ditch segments mines, rock fencing, small dams, trash scatters, dugout or homestead site. Requisite consultations include the Native American Heritage Commission and Native American Heritage Commission Sacred Lands File Search, and contact with local Native American tribes listed by the Commission to help identify any cultural resources of importance to Native Americans.

KD Anderson & Associates will conduct a comprehensive transportation impact analysis that is required for the project's evaluation under the California Environmental Quality Act (CEQA), including new requirements to evaluate vehicle miles traveled (VMT). This effort will also support a Caltrans encroachment permit application for any work in the State right of way.

Mitchell Air Quality Consulting (MAQC) will prepare an Air Quality and Greenhouse Gas Analysis Report for the proposed project. The air quality analysis will request guidance for preparing the air quality analysis from the neighboring El Dorado County Air Pollution Control District (ECAPCD). The Greenhouse Gas Analysis will follow the Sacramento Metropolitan Air Quality Management District (SMAQMD) for assessing greenhouse gas impacts and to determine significance. The greenhouse gas analysis would include project design features and sustainability measures that reduce direct and indirect greenhouse gas emissions from the project. MAQC will assess the project's implementation of energy efficiency measures and current California greenhouse gas emission reduction strategies; including applicable solutions in the latest state-issued documents.

Visual simulations and the CEQA EIR visual analyses will be conducted by 3DScape. 3DScape will prepare photo simulations to assess the visual impacts of the RV Park Expansion on the existing Zinfandel Ridge Subdivision, as well as the relationship to the open space areas.

Proposed Roles and Project Tasks

Baracco and Associates and MPE, Inc. would perform the following tasks:

- Project Management;
- Project Communications, Focusing on Client, City, Agencies, and Team Consultants' Coordination;
- Technical Writing and Editing;
- Impact Assessment;
- Project Alternatives Evaluation;
- Mitigation and Monitoring Reporting Plan (MMRP);
- One Public Participation Meeting;
- Administrative Draft EIR for review by Lead Agency;
- Draft EIR for Agency, Public Circulation and Public Review;

- Preparation of Notice of Completion
- Responses to Comments on Draft EIR;
- Final EIR; and
- Preparation of Notice of Determination.

Project Management

B&A and MPE work as a core team (Team) to minimize project costs, facilitate agency communications, and streamline the project team's analyses and deliverables. B&A and MPE have effectively and efficiently managed numerous and similar projects over the past 36 years with a core group of resource specialists. This "tandem" approach has worked well in the past to ensure staff support is available anytime when needed by the Applicant, Lead Agency, Responsible Agencies, and team members. We find ongoing project communications are sufficient to keep team specialists up to speed and on task.

Project Communications

The Team believes proactive communications are not only effective but often critical to a project's success, schedule, and budget maintenance. It is anticipated agency communications will be key with the City as the Lead Agency; as well as land management, regulatory, and resource agencies such as the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), the California Department of Transportation (Caltrans), and the U.S. Army Corps of Engineers (USACE).

One tool that the Team has used successfully in the past to facilitate communications and keep a project on task is an 'Action Item List.' One worksheet in this list identifies who is responsible for which task, the target date to be finished, the task's status, date completed, problems to date, etc. The second worksheet in this list delineates which tasks have been completed and when. This tool is particularly valuable when multiple agencies are involved, since interagency communications can sometimes be challenging.

Project Team

Bruce Baracco is a senior project manager and land use planner with almost 50 years of experience managing and coordinating multidisciplinary environmental studies, mitigation plans, and monitoring programs throughout California. Additionally, Mr. Baracco has served as Staff Planner for the Cities of Lodi, Angels Camp, Sutter Creek, and Plymouth.

Mary Ann Mix is a senior project manager and environmental planner with over 35 years of experience in managing projects associated with governmental agencies, environmental permitting and planning, transportation and energy facilities throughout the western United States. Her experience includes preparing Environmental Impact Reports and Environmental Assessments for numerous agencies in accordance with NEPA and CEQA.

As a 21-year elected official, Ms. Mix brings the unique perspective of having participated from both sides of a project. Ms. Mix specializes in permitting requirements for use of or development on public and private lands, emphasizing issue resolution in coordination with the permit applicant, associated public land management agencies, and applicable regulatory agencies. She has extensive experience in both large- and small-scale permitting and monitoring projects for both spatial and linear projects.

Costing Assumption

- The City of Plymouth would be the Lead Agency. There would be five California responsible agencies: CDFW, SHPO, Native American Heritage Commission, RWQCB, and Caltrans. There would be two federal cooperating agencies: U.S. Fish and Wildlife Service (USFWS) and U.S. Army Corps of Engineers (USACE). Federally identified Tribes include the Ione Band of Miwok Indians, The Buena Vista Band of Miwok Indians, and the Jackson Rancheria Band of Miwok Indians. Local agencies include: Amador County Planning Department, Amador County Transportation and Public Works Department, Amador Water Agency, and Amador County Fair Board.
- The project would require an Environmental Impact Report under CEQA.
- The City of Plymouth would contract with the proposed Environmental Project Team who will adhere to the contractual and insurance requirements of the City. The Project Team will act as an Independent Third Party Contractor.
- One Proposed Action and three Project Alternatives would be analyzed in the EIR, including the No Action Alternative.
- Data analyses would be based on existing information available from the applicable agencies, past developments, and responsible agencies; e.g., Caltrans, and other organizations.
- One agency meeting with the City would be held.

- One additional meeting would be attended by the Team to assist in responding to comments, addressing resource issues (if warranted), and/or attend a public scoping meeting.
- The Team would provide digital copies of the Draft and Final reports to the City and the State Clearinghouse.
- To support the core team approach, different billing rates would be utilized for different project roles, even if these roles are fulfilled by the same
- Work would be completed on a Time and Materials Basis not to exceed $205,362 without prior authorization from the City. Monthly invoices will be provided by the fifth (5th) day of each month, and paid from a 'draw' account provided by the Applicant and maintained by the City.
- The work specified in this proposal shall be completed not later than May 1, 2022.
- This proposal and cost estimate are VALID until APRIL 30, 2021. Any additional resource analysis not described in this proposal but required by the Lead or Responsible Agencies would be analyzed and billed separately, as applicable.

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Exhibit B

GREILICH TRUST & SUN COMMUNITIES INC, 167-Acre Development
ENVIRONMENTAL IMPACT REPORT, CITY OF PLYMOUTH, CA
COMPENSATION SCHEDULE - MARCH 25, 2021

Description	Labor Category	Hourly Rate	Man Hours	Total Labor
TASK 1				
Prepare Proposed Action & Alternatives, Circulate, Address Comments	Sr. PM/Peer Review	$105	68	$7,140
Prepare I.S., Circulate, Address Comments	Sr. Environmental Planner/PM	$105	120	$12,600
	GIS/Regulatory Specialist	$76	30	$2,280
	Sr. Editor	$72	48	$3,456
	Project Administration	$72	52	$3,744
			Subtotal	$29,220
TASK 2				
Coordination: Clients, City, Toma, Agencies	Sr. PM/ Peer Review	$105	92	$9,660
Resource Field Studies, Reports	Sr. Environmental Planner/PM	$105	80	$8,400
	GIS/Regulatory Specialist	$76	30	$2,280
	Sr. Editor	$72	36	$2,592
	Project Administration	$72	36	$2,592
			Subtotal	$25,524
TASK 3				
Prepare Draft EIR, Circulate, Address Comments	Sr. PM/ Peer Review	$105	144	$15,120
Prepare Final EIR	Sr. Environmental Planner/PM	$105	212	$22,260
	GIS/Regulatory Specialist	$76	60	$4,560
	Sr. Editor	$72	96	$6,912
	Project Administration	$72	68	$4,896
			Subtotal	$53,748
TASK TOTALS				$108,492
REIMBURSABLE COSTS				
Misc & Agency Filing Fees (CDFW, Clearinghouse, etc.)	Revised 03-21			$4,500
3DScape - digital visual simulations				$12,000
Windmiller Archaeological Resources, Cultural Resources Assessment				$20,995
KD Anderson, Traffic Analysis and VMT Analysis	Revised 03-21			$39,950
Moore Biological Consultants, Biological Assessment				$8,200
Mitchell Air Quality Consulting, GHG & Air Quality Report	Revised 03-21			$4,050
Contingency at 8%, as applicable for unknown site/offsite resources				$7,175
TOTAL REIMBURSABLE COSTS				$96,870
TOTAL COST ESTIMATE				$205,362

7.2

City of Plymouth

Staff Report
City Council Meeting
Item 7.2

Date:

April 22, 2021

Report by:

Michael Colton, Finance Director

Policy, Program, Project or Issue Title:

Year-to-date Financial Review

Issue Statement & Discussion:

In preparation for a budget workshop to occur in May, staff has prepared preliminary year-to-date summaries for the key funds.

While this report is informational, variances from the original adopted budget show items that may need to be addressed during the budget process for the 2021-2022 fiscal year.

Attached are comparative financial summaries that show major accounts and variances in the General, Sewer & Water Funds.

Attachment(s):

- Year-to-date Summaries

Fiscal Impact:

No fiscal impact, as the report is only informational.

Staff Recommendation:

Council should review the year-to-date report, however, no action is needed.

City of Plymouth Finance Department

Year-To-Date Summary of Key Items as March 31, 2021

Notable Revenues	Budgeted	Actual as of March 31	% of Budget
Property Tax	$ 220,000	$ 142,907	64.96%
Sales Tax	$ 200,000	$ 75,549	37.77%
Transient Occupancy Tax	$ 360,000	$ 164,639	45.73%
Water Revenues	$ 532,675	$ 473,921	88.97%
Sewer Revenues	$ 566,400	$ 442,665	78.15%

Notable Expenditures	Budgeted	Actual as of March 31	% of Budget
Personnel	$ 842,091	$ 604,776	71.82%
General Operating	$ 377,150	$ 160,021	42.43%
Water Operating	$ 326,900	$ 243,933	74.62%
Sewer Operating	$ 248,600	$ 197,049	79.26%

Notes:

1. Property Tax is received in two annual installments, the second is not received until May.
2. Revenue Shortfalls in Sales Tax and Transient Occupancy Tax are likely to be filled by grants.
3. Sewer Operating Expenditures include multiple completed full year expenditures.