

AGENDA

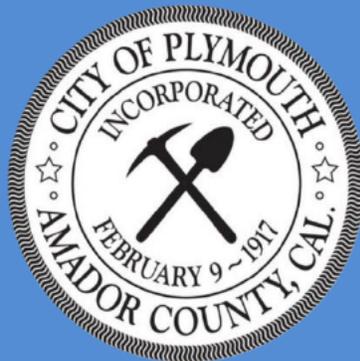
CITY OF PLYMOUTH

City Council

REGULAR MEETING

THURSDAY, JANUARY 8, 2026

Council Chambers
9426 Main Street, Plymouth, California



Don Nunn, Mayor

Holger Hornisch, Vice Mayor

Wendy Bottomley, Council Member

Wendy Cranford, 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 Deputy City Clerk prior to being called upon by the Mayor to provide public comment.**

3

PUBLIC COMMENT



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING AGENDA
Thursday January 8, 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: 929 6933 9390 Passcode: 996995**

Join via link: <https://zoom.us/j/92969339390?pwd=3FmYJ2YvqDVLoVFZbOMtWdf4DtVyBv>.

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

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 REGULAR MEETING AGENDA OF JANUARY 8, 2026

3. REGULAR MEETING PUBLIC COMMENT

Under provisions of the Government Code, citizens wishing to address the Council for any matter not on the agenda may do so at this time. Please submit a completed Speaker Submittal Form to the City Clerk. Comments are limited to three minutes or less and speakers are requested to state their name and community of residence. For public comments on 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 SPECIAL MEETING MINUTES OF NOVEMBER 26, 2025

4.3 APPROVE THE REGULAR MEETING MINUTES OF DECEMBER 11, 2025

4.4 RECEIVE DECEMBER WARRANT REGISTER

5. REGULAR AGENDA ITEMS:

5.1 2025 CALIFORNIA BUILDING STANDARDS CODE UPDATE

Discussion and possible action to approve the introduction and first reading by title only of Ordinance 2026-01 repealing and replacing Section 15.05.20 of the Plymouth Municipal Code to adopt the 2025 California Building Standards Code

5.2 AMENDMENT TO AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP

Discussion and possible action to authorize Interim City Manager to execute amendment to agreement with NBS Government Finance Group to extend the term of the agreement, authorize up to \$5,000 of additional fees and costs associated with updating the City's water and sewer rates, and provide for support through Prop. 218 protest procedures

5.3 COMCAST ENCROACHMENT PERMIT APPLICATION

Receive information regarding application for an encroachment permit from Comcast

5.4 AMADOR COUNTY REGIONAL TRAFFIC MITIGATION FEE PROGRAM ANNUAL REPORT

Discussion and possible action to approve Resolution 2026-01 approving the Fiscal Year 2024/2025 Amador County Regional Traffic Mitigation Fee Program Annual Report

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)

Review applications and provide direction to staff regarding scheduling of interviews

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 January 8, 2026, Regular Meeting of the Plymouth City Council was posted and available for review on January 5, 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.

Signed at Plymouth, California

//s//

Victoria McHenry City Clerk

4.1

CORRESPONDENCE

4.2



**CITY OF PLYMOUTH COUNCIL MEETING
SPECIAL MEETING MINUTES DRAFT
WEDNESDAY, NOVEMBER 26, 2025
6:00 PM**

Wendy Cranford, Mayor

Don Nunn, Vice Mayor

Wendy Bottomley, Council Member

Holger Hornisch, 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.

Please silence all cell phones or similar devices

- 1. **CALL TO ORDER/ROLL CALL:** Called to order at 6:00 PM
- COUNCIL MEMBERS' PRESENT:** Wendy Cranford, Don Nunn, Holger Hornisch, Deborah Dill
- COUNCIL MEMBERS ABSENT:** Wendy Bottomley
- STAFF/ADVISORY PRESENT:** Cameron Begbie, Interim City Manager, Andreas Booher, City Attorney, Victoria McHenry, City Clerk, Canaan Quinn, Audio/Video Technician
- STAFF/ADVISORY ABSENT:** None

Flag Salute led by Mayor Cranford

2. APPROVAL OF CITY COUNCIL SPECIAL MEETING AGENDA FOR NOVEMBER 26, 2025

Council Member Hornisch motioned to approve the City Council Special Meeting Agenda for November 26, 2025. Second by Vice Mayor Nunn. Motion passed with a roll call vote of 4-0, with Council Member Bottomley absent.

3. SPECIAL MEETING PUBLIC COMMENT

Stephanie Moreno stated she was tired of getting beat up on social media. She stated she did not see the recent planning notices online and would like to have a one-click on the first page for notices. Ms. Moreno also questioned the legality of the City Clerk position and the Deputy City Clerk position being held by the same person.

Jon Colburn questioned what justified an emergency meeting the night before Thanksgiving. City Attorney Booher clarified that it was not an emergency meeting, it was a special meeting.

4. REGULAR AGENDA ITEMS

4.1 DISCUSSION AND POSSIBLE ACTION TO REINSTATE THE TRIBAL AD HOC COMMITTEE AND APPOINTMENT OF AD HOC COMMITTEE MEMBERS

Written public comment was submitted by Butch Cranford.

Butch Cranford spoke and stated he appreciated the staff report. He asked if there was an emergency. Mayor Cranford stated there was no emergency. Mr. Cranford asked why there was a special meeting and why couldn't it wait until next week. He stated he sent a letter to council members and only one council member replied. He doesn't feel that two of the council members are qualified to be on the Ad Hoc committee. Mr. Cranford would like a forum to discuss the casino with the citizens of Plymouth.

Jon Colburn asked the council if they were aware that the tribe was required to file a water report. He advised them to only meet and confer if they feel the agreements are in good faith. He would like the council to have a public forum so the citizens can discuss what they want.

Stephanie Moreno agreed with Mr. Colburn and Mr. Cranford about the process. She feels it doesn't make sense that items for the tribe have not been agendaized. Ms. Moreno also questioned any issues from FPPC regarding Mayor Cranford and the casino and asking Mayor Cranford to recuse herself regarding tribal decisions.

Keith White stated he had a hard time with the decision to dissolve the Ad Hoc in the first place. He questioned why they wanted to reinstate it. Mr. White stated the council has tough negotiations ahead of them.

Mayor Cranford stated that the tribe would not come to speak with the council at a meeting and that in tribe culture they would only speak with the Mayor regarding issues. She stated that the Ad Hoc is so the council can be involved in decisions. Mayor Cranford stated the reason for the meeting was to turn back on the water that was turned off for Moorefield Construction.

City Attorney Booher clarified that the FPPC letter did not identify any conflicting factors at the time it was written and to his knowledge that has not changed. He stated Mayor Cranford does not have any conflicts.

After further council discussion public comments were reopened for a second chance for citizens to speak.

Stephanie Moreno stated if was going to be a negotiation committee it should be stated as such. She said there never has been a meeting with constituents to find out what their concerns are for any negotiations.

Mayor Cranford clarified that setting a date for a Town Hall would be on the December 11th agenda.

Butch Cranford would like to see agendas for the Ad Hoc Committee meetings. He would like to know what items and recommendations were discussed. He hopes there will be a Town Hall meeting soon. Mr. Cranford stated that he thinks the council is a council for the lone Band of Miwok Indians. He also asked that they correct the Village Drive map. Mr. Cranford feels nothing has been done regarding that matter.

Council Member Hornisch motioned to approve to reinstate the Tribal Ad Hoc Committee. Second by Council Member Dill. Motion passed with a roll call vote of 3-1, with Mayor Cranford voting no and Council Member Bottomley absent.

After voting to reinstate the Ad Hoc Committee Vice Mayor Nunn and Council Member Hornisch

volunteered to be on the committee. Vice Mayor Nunn made a motion for Council Member Hornisch and Vice Mayor Nunn to be appointed to the Ad Hoc Committee. Second by Council Member Hornisch. Motion passed with a roll call vote of 3-1, with Mayor Cranford abstaining and Council Member Bottomley absent.

Mayor Cranford stated her abstention was due to the wishes stated by those present at the meeting.

4.2 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO RECONNECT TEMPORARY CONSTRUCTION WATER METER FOR CONSTRUCTION AT THE ACORN RIDGE CASINO UNTIL THE NEXT REGULAR MEETING.

Written public comment was submitted by Butch Cranford.

Butch Cranford asked why the City of Plymouth is supporting a county facility. He feels the lack of water is the tribe's problem. Mr. Cranford would like the City to secure documents and would also like documents regarding well data. He thinks that the City should validate that the trust is approved by the Secretary of the Interior. Mr. Cranford says he knows with certainty that those documents don't exist.

Jon Colburn wanted to know what actions that council took to authorize the hydrant. Mayor Cranford stated that Cathleen Johnson had approved it. Mr. Colburn feels it was an illegal action. He feels that the tribe isn't acting in good faith. Mr. Colburn would like the citizens to be able to comment on the casino at a Town Hall meeting.

Stephanie Moreno asked Mayor Cranford to please consider the conflict of interest and to be aware. She feels this is a cluster. Ms. Moreno feels the staff report had false information. She referenced our municipal code that states the process of shutting off water. Ms. Moreno also mentioned LAFCO and the reasoning why we don't need reports in this instance. She would like the reasons why put in the record.

City Attorney Booher agreed with Ms. Morenos point regarding LAFCO.

Keith White stated that this is between the construction crew and the City. He feels the construction company is just trying to do their jobs.

After council discussion Council Member Dill motioned to authorize the City Manager to reconnect temporary construction water meter for construction at the Acorn Ridge Casino until the next regular meeting. Second by Vice Mayor Nunn. Motion passed with a roll call vote of 3-1, with Mayor Cranford abstaining and Council Member Bottomley absent.

5. ADJOURNMENT AT 6:54 PM

Respectfully Submitted at Plymouth, California

//s//

Victoria McHenry
City Clerk

4.3



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING MINUTES DRAFT
Thursday December 11, 2025
6:30 PM**

City Council Chambers - 9426 Main Street - Plymouth, CA

Wendy Cranford, Mayor

Don Nunn, Vice Mayor
Wendy Bottomley, Council Member

Holger Hornisch, Council Member
Deborah Dill, Council Member

MISSION STATEMENT

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

- 1. CALL TO ORDER/ROLL CALL:** Called to order at 6:31pm
- COUNCIL MEMBERS' PRESENT:** Wendy Cranford, Don Nunn, Deborah Dill, Holger Hornisch, Wendy Bottomley
- 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 Cranford

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF DECEMBER 11, 2025

Vice Mayor Nunn motioned to approve the City Council Regular Meeting Agenda for December 11, 2025, with amendments of taking agenda items 7.2, 7.5, 7.6 and changing them to item 7.1, 7.2 and 7.3. Second by Council Member Bottomley. Motion passed with a roll call vote of 5-0.

3. REGULAR MEETING PUBLIC COMMENT:

Victor Anaya from AFPD gave report that Plymouth had a total of 48 calls in the last month. He also stated that all fire hydrants are operational in the event of an emergency.

Rosemarie Moody stated she attended the Planning Commission meeting on Tuesday. She brought up a concern for parking on Main Street, specifically the use of the post office parking lot. Ms. Moreno is concerned with patrons of the new businesses in town using the lot. She hopes that the City will address the parking issues in town. Ms. Moreno also stated she is curious about the Sweet Pea contract and when they are dumping. She is also concerned with speeding on Main Street and wanted to go on record to state that she brought this matter up to the City.

Micki East stated her family owns the post office lot and they are working on obtaining parking signage. They are working on trying to help alleviate the issue.

Stephanie Moreno feels that the Sweet Pea contract is illegal. She states that since the rates are not approved by a rate schedule, she would like the City to cease the agreement. Ms. Moreno also

brought up her concern about why the City is only advertising for the City Manager position with Sacramento Bee and the Ledger.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 CONSIDERATION OF TWO PLANNING COMMISSION APPOINTMENTS

Stephanie Moreno stated she is happy with the applicants but wondered why their letters of interest were not included in the packet.

Vice Mayor Nunn motioned to appoint Micah Malcolm and Micki East to the Planning Commission. Second by Council Member Hornisch. Motion passed with a roll call vote of 5-0. City Clerk McHenry then gave the Oath of Office to Micki East, who was present at the meeting. Mr. Malcom was unable to attend the meeting due to a work conflict and will be sworn in at a later date.

5. CONSENT CALENDAR ITEMS:

5.1 CORRESPONDENCE

5.2 APPROVE THE REGULAR MEETING MINUTES OF NOVEMBER 13, 2025

5.3 APPROVE THE SPECIAL MEETING MINUTES OF NOVEMBER 19, 2025

5.4 RECEIVE NOVEMBER WARRANT REGISTER

Stephanie Moreno asked about why Zinfandel Ridge items were being paid for with the general fund. Interim City Manager Begbie stated he will have Finance Director Heath look into the matter and make necessary changes to the warrant register.

Council Member Bottomley motioned to approve the consent calendar with corrections made to the warrant register. Second by Council Member Hornisch. Motion passed with a roll call vote of 5-0.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

Mayor Cranford recused herself for agenda items 7.1, 7.2 and 7.3. She turned the meeting over to Vice Mayor Nunn and left council chambers.

7.1 TOWN HALL PLANNING FOR PUBLIC FEEDBACK ON THE IONE BAND OF MIWOK INDIANS CASINO PROJECT

Butch Cranford stated the last survey taken was over 20 years ago. He also stated that all environmental data is over 20 years old as well. Mr. Cranford hopes that they will have a meeting soon. He also asked why the maps of Village Drive still aren't changed. He asked the council why they seemed to be unwilling to ask the lone Band of Miwok Indians for the documents he has requested in the past.

Rosemarie Moody stated she is in favor of an informal meeting and was thankful that the council is in favor of having a town hall meeting.

Stephanie Moreno stated she feels a townhall meeting is long overdue. She would like it to focus on the project and how it will impact the citizens of Plymouth. Ms. Moreno suggested inviting the tribe to come and present information about the project. She also suggested having a facilitator present and having the meeting at a time that would accommodate everyone.

Rosemarie Moody suggested using Every Door Direct which is a program she is familiar with from working as the Postmaster. She gave information on how to use the program with pricing.

After discussion, the council decided to set the town hall meeting for January 24th from 10:00-12:00 pm. City staff will send out informational fliers via Every Door Direct as well as post the meeting in the usual places.

7.2 AUTHORIZATION TO CONTINUE BULK WATER SUPPLY FOR MOOREFIELD CONSTRUCTION FOR THE ACORN RIDGE CASINO PROJECT

Butch Cranford stated he would like to ask how the tribe took the Bush Street property into trust without going through the correct process. He also questioned why they only have a two-hour town hall meeting. He feels the council should be ashamed of themselves. Vice Mayor Nunn clarified that they are willing to stay later than the scheduled two-hour time frame. Mr. Cranford also asked if there is a fire hydrant on the casino property. He doesn't know why they need water if they have a hydrant. Mr. Cranford has concerns about the construction project. He feels the City should cut off the water now until we have water data from the tribe.

Stephanie Moreno stated she is in support of continuing water services. She feels the Interim City Manager should have the flexibility to do so. Ms. Moreno feels it is important for fire protection as well.

Rosemarie Moody questioned why the meter rental was cheaper for them than for the citizens. She doesn't think it's right. Interim City Manager Begbie stated it's a bulk water meter and is a different charge than a household meter.

Council Member Hornisch motioned to authorize to continue bulk water supply for Moorefield Construction for the Acorn Ridge Casino Project. Second by Vice Mayor Nunn. Motion passed with a roll call vote of 5-0.

7.3 REPORT ON ENCROACHMENT PERMIT ACTIVITY RELATED TO MOOREFIELD CONSTRUCTION AND THE ACORN RIDGE CASINO PROJECT

Butch Cranford would like an original copy of the encroachment permit. He stated that allegedly the tribe has an 83-gallon tank and a fire hydrant. Mr. Cranford wanted to know why they aren't using it. He also brought up an issue with CEQA.

Stephanie Moreno stated she feels it's worth looking into the CEQA issue but feels this is exempt from CEQA. Ms. Moreno stated the encroachment permit is what expired in July, not the water agreement and would like that put into the record.

The information was received by the council and then moved on to the next item.

A brief recess was taken from 7:52 pm and reconvening at 8:01 pm with Mayor Cranford rejoining the council for the remainder of the meeting.

7.4 CONSIDERATION OF ACRA DISSOLUTION AND EXECUTION OF ACKNOWLEDGMENT LETTER

Stephanie Moreno asked for clarification as she thought the City left ACRA long ago. She feels there are assets related to the projects not just mitigation fees.

Mayor Cranford who serves on the ACRA board clarified that as far as she is aware the City did not pay a participation fee last year. The board is not dissolved yet because the board is needed to function and facilitate through ACRA's dissolution.

Council Member Dill motioned to authorize the execution of acknowledgement letter regarding the ACRA dissolution. Second by Vice Mayor Nunn. Motion passed with a roll call vote of 5-0.

7.5 APPROVAL OF AUDITOR SERVICES FOR OUTSTANDING FINANCIAL AUDITS FOR FY 2021 TO FY 2025

Stephanie Moreno stated that she thought the 2021 audit had been completed but was missing the management letter. She feels it's unusual for an auditor to submit an engagement letter.

Rosemarie Moody asked if we were up to date with our finances to do audits. She asked why we're guaranteeing the ability to have audits done when we aren't ready for them. She feels it could be years before we are ready to do so.

After council discussion council directed staff to get proposal bids from other auditing companies and bring this back to the council at a future meeting.

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

Stephanie Moreno stated she would like to have a copy of the manual that tracked changed so she could see what was added or changed. She also feels that the cash in lieu of benefits should be added to the personnel manual as part of the benefits package.

Butch Cranford suggested looking at other small cities employee handbooks for reference.

After council discussion, City staff was directed to present a copy of the employee handbook with tracked changes and bring back to the council at a future meeting for discussion.

7.7 RECOMMENDATION OF AWARD FOR ZINFANDEL SERVICES DISTRICT – DITCH REPAIR PROJECT

Stephanie Moreno asked if it is allowed to do a local business preference. She would like to encourage council to give the award to a local company because the bid amounts are so close. Ms. Moreno also questioned whether the drainage/stormwater issues are the developers' fault, and does it indicate that they were not done properly when they were originally constructed.

Burtch Cranford stated he thinks they should look at Shenandoah Excavating to use them for the project and that the City should award it to local people.

Vice Mayor Nunn motioned to approve Resolution 2025-24. Second by Council Member Dill. Motion passed with a roll call vote of 5-0.

7.8 CITY COUNCIL REORGANIZATION – SELECTION OF MAYOR AND VICE MAYOR

After council discussion, Council Member made a motion to nominate Vice Mayor Nunn for Mayor. Second by Council Member Dill. Motion passed with a roll call vote of 5-0. Mayor Nunn took control of the meeting and began the process to elect a Vice Mayor. Council Member Cranford made a motion to nominate Council Member Hornisch for Vice Mayor. Second by Mayor Nunn. Motion passed with a roll call vote of 5-0.

8. CITY MANAGER'S REPORT

Interim City Manager Begbie stated Moorefield's water is reconnected and they are happy with their service. He also stated that the City has hired Administrative Analyst Jacob Smith and Accountant Ricky VanDyke.

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

Council Member Bottomley stated she went to the ACTC meeting last week. She stated there was nothing much to report. Council Member Bottomley did say they talked about RTMF.

Council Member Cranford stated she attended the Holiday Home Tour and it was awesome. She gave a shout out to Rotary and also to the Colburn family for their work to get this done. Council Member Cranford spoke of the success of the Christmas Market. She hopes that next year they will hold both events together again. Council Member Cranford will continue to follow up with ACRA.

Council Member Dill asked that City staff provide a budget update soon.

Vice Mayor Hornisch also stated he attended the Holiday Home Tour and Christmas Market. He said they were both phenomenal and it was a wonderful day. Vice Mayor Hornisch welcomed the two new City employees.

Mayor Nunn stated in future he would like to have a formal City Christmas tree lighting ceremony like the other Cities in the county. He would like to possibly add this function to next year's Christmas Market festivities.

10. CLOSED SESSION:

Stephanie Moreno reminded the council needs to report out after closed session if action was taken.

ADJOURNED INTO CLOSED SESSION AT 9:18PM

10.1 LIABILITY CLAIMS: ONE CLAIM

CLAIM BY OUTFRONT MEDIA, LLC AGAINST THE CITY OF PLYMOUTH

REPORT OUT FROM CLOSED SESSION: THE COUNCIL VOTED UNANIMOUSLY TO REJECT THIS CLAIM.

11. ADJOURNMENT AT 9:37PM

Respectfully Submitted at Plymouth, California

//s//

Victoria McHenry City Clerk

4.4

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99895	E	403 PAYA SERVICES INC	170.40	12/18/25	12/25	CL 3991	170.40
-99894	E	403 PAYA SERVICES INC	184.05	12/23/25	12/25	CL 4022	184.05
30348	S	370 ALEAF, INC.	5365.00	12/04/25		CL 3979	5365.00
30349	S	45 BEST BEST & KRIEGER	13210.20	12/04/25		CL 3963	13210.20
30350	S	418 CALIFORNIA LANDSCAPING & DESIGN INC.	5750.00	12/04/25		CL 4003	5750.00
30351	S	410 KELLER SUPPLY COMPANY	3820.36	12/04/25		CL 4008	3820.36
30352	S	89 MICHELE GERMAN-DAVIS	2130.00	12/04/25		CL 3978	2130.00
30353	S	223 SWRCB	40395.00	12/04/25		CL 4009	40395.00
30354	S	422 TELSTAR INSTRUMENTS	3443.96	12/04/25		CL 4010	3443.96
30355	C	141 SUPERIOR PLUS ENERGY SERVICES INC	0.00	12/11/25		CL 3968	
30356	C	181 PAYCHEX INC.	0.00	12/11/25		CL 3973	
30357	C	66 CALIFORNIA LABORATORY SERVICES	0.00	12/11/25		CL 3974	
30358	C	76 CLARK PEST CONTROL	0.00	12/11/25		CL 3985	
30359	C	201 SHENANDOAH STATION	0.00	12/11/25		CL 3986	
30360	C	26 AMADOR COUNTY FAIR	0.00	12/11/25		CL 3989	
30361	C	178 PACIFIC GAS & ELECTRIC	0.00	12/11/25		CL 4005	
30362	C	424 N & S TRACTOR	0.00	12/11/25		CL 4011	
30363	C	141 SUPERIOR PLUS ENERGY SERVICES INC	0.00	12/11/25		CL 4012	
30364	C	423 3E Business Solutions	0.00	12/11/25		CL 4013	
30365	C	224 SWRCB ACCOUNTING OFFICE	0.00	12/11/25		CL 4014	
30369	* S	141 SUPERIOR PLUS ENERGY SERVICES INC	455.36	12/11/25		CL 3968	455.36
30370	S	181 PAYCHEX INC.	338.15	12/11/25		CL 3973	338.15
30371	S	66 CALIFORNIA LABORATORY SERVICES	499.00	12/11/25		CL 3974	499.00
30372	S	76 CLARK PEST CONTROL	346.00	12/11/25		CL 3985	346.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
30373	S	201 SHENANDOAH STATION	953.49	12/11/25		CL 3986	953.49
30374	S	26 AMADOR COUNTY FAIR	715.00	12/11/25		CL 3989	715.00
30375	S	178 PACIFIC GAS & ELECTRIC	1579.88	12/11/25		CL 4005	1579.88
30376	S	424 N & S TRACTOR	90.47	12/11/25		CL 4011	90.47
30377	S	141 SUPERIOR PLUS ENERGY SERVICES INC	489.57	12/11/25		CL 4012	489.57
30378	S	423 3E Business Solutions	1170.00	12/11/25		CL 4013	1170.00
30379	S	224 SWRCB ACCOUNTING OFFICE	6056.20	12/11/25		CL 4014	6056.20
30380	S	370 ALEAF, INC.	3330.00	12/18/25		CL 4019	3330.00
30381	S	381 ABSO TECHNOLOGIES, INC.	12582.31	12/18/25		CL 3980	12582.31
30382	S	303 ASCENT ENVIRONMENTAL, INC	1095.55	12/18/25		CL 3999	1095.55
30383	S	254 AT&T	222.83	12/18/25		CL 4002	222.83
30384	S	256 AT&T	31.54	12/18/25		CL 3975	31.54
30385	S	41 AT&T MOBILITY	661.35	12/18/25		CL 3988	661.35
30386	S	75 CITY OF PLYMOUTH	83.27	12/18/25		CL 3972	83.27
30387	S	425 DE NOVO PLANNING GROUP	6300.00	12/18/25		CL 4016	6300.00
30388	S	374 DMV RENEWAL	347.00	12/18/25		CL 4015	347.00
30389	S	334 FIRE RISK MANAGEMENT SERVICES	515.68	12/18/25		CL 3971	515.68
30390	S	147 LEDGER DISPATCH	204.80	12/18/25		CL 4000	204.80
30391	S	305 NAPA AUTO PARTS	240.43	12/18/25		CL 4017	240.43
30392	S	178 PACIFIC GAS & ELECTRIC	9375.60	12/18/25		CL 4006	9375.60
30393	S	245 WALKER'S SUPPLY CO.	620.54	12/18/25		CL 3969	620.54
30394	S	247 WEBER, GHIO & ASSOCIATES, INC	4116.90	12/18/25		CL 4001	4116.90
30395	S	393 WITZIX TECHNOLOGY GROUP, INC	16.50	12/18/25		CL 4020	16.50
30396	S	11 AMADOR CO CHAMBER OF COMMERCE	150.00	12/23/25		CL 4024	150.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
30397	S	14 AMADOR CO ENVIRONMENTAL HEALTH	439.00	12/23/25		CL 4027	439.00
30398	S	34 AMADOR WATER AGENCY	34109.67	12/23/25		CL 3966	34109.67
30399	S	255 AT&T	116.99	12/23/25		CL 3977	116.99
30400	S	78 COMCAST	156.44	12/23/25		CL 3964	156.44
30401	S	73 FIRST-CITIZENS BANK & TRUST CO	311.40	12/23/25		CL 3997	311.40
30402	S	999999 FRANCENE RAMOS	321.47	12/23/25		CL 4028	321.47
30403	S	124 HINDERLITTE DE LIAMAS & ASSOCIATES	300.00	12/23/25		CL 4026	300.00
30404	S	147 LEDGER DISPATCH	439.25	12/23/25		CL 4025	439.25
30405	S	164 NBS	3091.46	12/23/25		CL 4004	2125.00
						CL 4021	966.46
30406	S	178 PACIFIC GAS & ELECTRIC	1130.74	12/23/25		CL 4007	1130.74
30407	S	383 QUADIENT FINANCE USA INC	500.00	12/23/25		CL 3994	500.00
30408	S	245 WALKER'S SUPPLY CO.	90.78	12/23/25		CL 4023	90.78
30409	S	322 WILKINSON PORTABLES INC	432.00	12/23/25		CL 3962	432.00
30410	S	393 WIZIX TECHNOLOGY GROUP, INC	96.26	12/23/25		CL 3993	96.26

Total for Claim Checks 168591.85
Count for Claim Checks 62

* denotes missing check number(s)
of Checks: 62 Total: 168591.85

Fund/Account	Amount
1 General Fund	53,301.11
101001 2 TOT - Streets & Promotion Fund	321.47
101001 10 Gas Tax Fund	1,174.03
101001 33 Miwok Indian Project Fund	2,034.90
101001 40 Water Enterprise Fund	84,913.71
101001 50 Sewer Enterprise Fund	18,371.34
101001 80 CFD 2016-01 ZR	8,475.29
101001	
Total:	168,591.85

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund Org Acct	Object Proj	Cash Account
-99895	E	403 PAYA SERVICES INC		170.40	12/25	12/18/25				
		3991	12/16/25 Processing Fees	170.40	12/25					101001
			12/16/25 Processing Fees	85.20						101001
				85.20						101001
-99894	E	403 PAYA SERVICES INC		184.05	12/25	12/23/25				
		4022	10/31/25 Processing Fees	184.05	12/25					101001
			10/31/25 Processing Fees	92.02						101001
				92.03						101001
30348	SC	370 4LEAF, INC.		5365.00	12/25	12/04/25				
		3979	10/31/25 ARCO	5365.00	12/25					101001
			10/31/25 Planning Fees	92.50						101001
			10/31/25 Planning Reimb Fees	4532.50						101001
				740.00						101001
30349	SC	45 BEST BEST & KRIEGER		13210.20	12/25	12/04/25				
		3963	12/02/25 Retainer	13210.20	12/25					101001
			12/02/25 Labor Employment	3647.00						101001
			12/02/25 Casino	3165.40						101001
			12/02/25 Litigation - Claims	2034.90						101001
			12/02/25 Development - ZR	355.30						101001
			12/02/25 Retainer (Overage)	402.60						101001
			12/02/25 Shared-Project Work	2755.00						101001
				850.00						101001
30350	SC	418 CALIFORNIA LANDSCAPING & DESIGN I		5750.00	12/25	12/04/25				
		4003	12/01/25 ZR Monthly Services	5750.00	12/25					101001
				5750.00						101001
30351	SC	410 KELLER SUPPLY COMPANY		3820.36	12/25	12/04/25				
		4008	11/30/25 Chemicals	3820.36	12/25					101001
				3820.36						101001
30352	SC	89 MICHELE GERMAN-DAVIS		2130.00	12/25	12/04/25				
		3978	12/01/25 Web Site	2130.00	12/25					101001
				2130.00						101001
30353	SC	223 SWRCB		40395.00	12/25	12/04/25				
				40395.00						101001

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

01/02/26
13:32:33

CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 12/25

Claims

Check #	Type	Vendor/Employee/Payee Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund Org Acct	Object Proj	Account
4009				40395.00	12/25					
				3945.00				600000 740800		101001
				28205.00				600000 740800		101001
				8245.00				600000 740800		101001
30354	SC	422 TELSTAR INSTRUMENTS		3443.96	12/25	12/04/25				
				3443.96	12/25					
				3443.96				700000 740700		101001
30369	SC	141 SUPERIOR PLUS ENERGY SERVICES INC		455.36	12/25	12/11/25				
				455.36	12/25			511000 721900		101001
				455.36				551000 721900		101001
				0.00				600000 721900		101001
				0.00						
30370	SC	181 PAYCHEX INC.		338.15	12/25	12/11/25				
				338.15	12/25					
				338.15				511000 781000		101001
30371	SC	66 CALIFORNIA LABORATORY SERVICES		499.00	12/25	12/11/25				
				499.00	12/25			600000 728100		101001
				44.00				700000 728100		101001
				455.00						
30372	SC	76 CLARK PEST CONTROL		346.00	12/25	12/11/25				
				346.00	12/25					
				0.00				531000 740100		101001
				98.00				600000 740100		101001
				135.00				551000 740100		101001
				113.00				700000 740100		101001
30373	SC	201 SHENANDOAH STATION		953.49	12/25	12/11/25				
				953.49	12/25					
				953.49				531000 721100		101001
30374	SC	26 AMADOR COUNTY FAIR		715.00	12/25	12/11/25				
				715.00	12/25					
				715.00				531000 721700		101001

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

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund Org Acct	Object Proj	Account	Cash
30375	SC	178 PACIFIC GAS & ELECTRIC		1579.88	12/25	12/11/25					
	4005			1579.88	12/25						
			11/26/25 18565 Empire Street	53.21			1	551000 731000		101001	
			11/26/25 18358 Empire Street	0.00			1	551000 731000		101001	
			11/26/25 Shenandoah Rd SS Hwy 49 E 150	16.52			40	600000 731000		101001	
			11/26/25 E/Plymouth	71.37			40	600000 731000		101001	
			11/26/25 9426 Main Street	238.67			1	511000 731000		101001	
			11/26/25 9426 Main Street	238.66			40	600000 731000		101001	
			11/26/25 9426 Main Street	238.66			50	700000 731000		101001	
			11/26/25 18500 Sherwood Street	337.81			1	531000 731000		101001	
			11/26/25 7151 Old Sacramento Road	275.96			50	700000 731000		101001	
			11/26/25 9395 Main Street	79.28			1	551000 731000		101001	
			11/26/25 Hwy 49 WS Main St N 250 Ft	14.87			10	560000 731000		101001	
			11/26/25 Hwy 49 WS Main St N 250 Ft	14.87			50	700000 731000		101001	
30376	SC	424 N & S TRACTOR		90.47	12/25	12/11/25					
	4011			90.47	12/25						
			10/28/25 580SM Series	90.47			1	531000 740700		101001	
30377	SC	141 SUPERIOR PLUS ENERGY SERVICES INC		489.57	12/25	12/11/25					
	4012			489.57	12/25						
			04/25/24 18565 Empire St	66.00			1	551000 721900		101001	
			03/25/25 18565 Empire St	376.29			1	551000 721900		101001	
			04/09/25 8816 Sommelier Dr	7.11			40	600000 721900		101001	
			05/07/25 8816 Sommelier Dr	6.84			40	600000 721900		101001	
			06/09/25 8816 Sommelier Dr	6.51			40	600000 721900		101001	
			09/05/25 8816 Sommelier Dr	13.09			40	600000 721900		101001	
			10/13/25 8816 Sommelier Dr	6.83			40	600000 721900		101001	
			11/08/25 8816 Sommelier Dr	6.90			40	600000 721900		101001	
30378	SC	423 3E Business Solutions		1170.00	12/25	12/11/25					
	4013			1170.00	12/25						
			12/09/25 Accounting Services	1170.00			1	514000 701000		101001	
30379	SC	224 SWRCB ACCOUNTING OFFICE		6056.20	12/25	12/11/25					
	4014			6056.20	12/25						
			12/03/25 Water Sys Ann Fees	6056.20			40	600000 740800		101001	
30380	SC	370 ALEAF, INC.		3330.00	12/25	12/18/25					

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

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Account	Cash
4019				3330.00	12/25							
		11/30/25 Planning Fees		1572.50				1	542000	761000		101001
		11/30/25 Rancho Del Oro		185.00				1	280024			101001
		11/30/25 Arroyo Woods		138.75				1	280007			101001
		11/30/25 Greillich		277.50				1	280020			101001
		11/30/25 Planning Reimbursable Fees		1156.25				1	542000	751000		101001
30381	SC	381 ABSO TECHNOLOGIES, INC.		12582.31	12/25	12/18/25						
		3980		12582.31	12/25							
		10/01/25 Tech Support		1833.80				1	511000	784000		101001
		11/01/25 Tech Support		2643.80				1	511000	784000		101001
		11/14/25 Equipment		1970.30				1	511000	784000		101001
		11/14/25 Equipment		1970.30				40	600000	784000		101001
		11/14/25 Equipment		1970.31				50	700000	784000		101001
		12/01/25 Tech Support		2193.80				1	511000	784000		101001
30382	SC	303 ASCENT ENVIRONMENTAL, INC		1095.55	12/25	12/18/25						
		3999		1095.55	12/25							
		12/16/25 Pro Ser 11-1-25 to 11-30-25		1095.55				1	280020			101001
30383	SC	254 AT&T		222.83	12/25	12/18/25						
		4002		222.83	12/25							
		12/06/25 9391047017		48.11				50	700000	732000		101001
		12/06/25 9391047027		48.11				50	700000	732000		101001
		12/06/25 9391047035		126.61				1	511000	732000		101001
30384	SC	256 AT&T		31.54	12/25	12/18/25						
		3975		31.54	12/25							
		12/07/25 Monthly Services		31.54				40	600000	732000		101001
30385	SC	41 AT&T MOBILITY		661.35	12/25	12/18/25						
		3988		661.35	12/25							
		12/01/25 CM Devices		165.33				1	511000	732000		101001
		12/01/25 PW Devices		165.34				1	531000	732000		101001
		12/01/25 Water Devices		165.34				40	600000	732000		101001
		12/01/25 WWTP Devices		165.34				50	700000	732000		101001
30386	SC	75 CITY OF PLYMOUTH		83.27	12/25	12/18/25						
		3972		83.27	12/25							
		12/16/25 2016-01 Zinfandel Irrigation		83.27				80	519000	770400		101001

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

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Cash Account
30387	SC	425 DE NOVO PLANNING GROUP		6300.00	12/25	12/18/25					
		4016	10/28/25 PLY 6TH CYC HOUS ELEM ASSIS	6300.00				1	542000	761000	101001
30388	SC	374 DMV RENEWAL		347.00	12/25	12/18/25					
		4015	12/11/25 2015 Nissan Renewal	347.00				1	531000	740700	101001
30389	SC	334 FIRE RISK MANAGEMENT SERVICES		515.68	12/25	12/18/25					
		3971	12/08/25 Benefits	515.68				1	511000	705000	101001
			12/08/25 Benefits	231.39				1	551000	705000	101001
			12/08/25 Benefits	210.38				40	600000	705000	101001
			12/08/25 Benefits	0.00				50	700000	705000	101001
			12/08/25 Benefits	73.91							
30390	SC	147 LEDGER DISPATCH		204.80	12/25	12/18/25					
		4000	12/05/25 Ad# 68837 Public	204.80				1	512000	720300	101001
30391	SC	305 NAPA AUTO PARTS		240.43	12/25	12/18/25					
		4017	11/17/25 Silverado 2500	240.43				1	531000	740700	101001
30392	SC	178 PACIFIC GAS & ELECTRIC		9375.60	12/25	12/18/25					
		4006	12/09/25 CFD 2016-1 NS/O zinf Pkwy	9375.60				80	519000	731000	101001
			12/09/25 7784 Old Sacramento Road	16.20				50	700000	731000	101001
			12/08/25 End/Burke Dr at White Oak	9239.96				40	600000	731000	101001
			12/08/25 End/Burke Dr at White Oak	18.98				40	600000	731000	101001
			12/10/25 W/O Hwy 49 on Main St	38.46				10	560000	731000	101001
				62.00							
30393	SC	245 WALKER'S SUPPLY CO.		620.54	12/25	12/18/25					
		3969	12/11/25 Janitorial Supplies	620.54				1	511000	720100	101001
			12/16/25 Office Supplies	381.64				1	511000	720100	101001
				238.90							
30394	SC	247 WEBER, GHTO & ASSOCIATES, INC		4116.90	12/25	12/18/25					

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

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Account
4001				4116.90	12/25						
		12/15/25 Taste Restaurant		559.00				1	518000	763000	101001
		12/15/25 18170 Hwy 49		277.00				1	518000	763000	101001
		12/15/25 WW Sys		99.00				50	700000	763000	101001
		12/15/25 Arroyo Woods		89.00				1	280007		101001
		12/15/25 Greillich Ranch		707.50				1	280020		101001
		12/15/25 Code Enforcement		740.40				1	552000	766000	101001
		12/15/25 ZR Drainage & Maint Issues		1645.00				80	519000	763000	101001
30395	SC	393 WIZIX TECHNOLOGY GROUP, INC		16.50	12/25	12/18/25					
		4020		16.50	12/25						
		12/17/25 4054ci-Black Toner		5.50				1	511000	720100	101001
		12/17/25 4054ci-Black Toner		5.50				40	600000	720100	101001
		12/17/25 4054ci-Black Toner		5.50				50	700000	720100	101001
30396	SC	11 AMADOR CO CHAMBER OF COMMERCE		150.00	12/25	12/23/25					
		4024		150.00	12/25						
		12/22/25 2026 Annual Membership		150.00				1	512000	720800	101001
30397	SC	14 AMADOR CO ENVIRONMENTAL HEALTH		439.00	12/25	12/23/25					
		4027		439.00	12/25						
		12/17/25 7784 Old Sac Rd		259.00				50	700000	740100	101001
		12/17/25 Plymouth Pool		180.00				1	554000	761000	101001
30398	SC	34 AMADOR WATER AGENCY		34109.67	12/25	12/23/25					
		3966		34109.67	12/25						
		12/15/25 Service Charge		17495.66				40	600000	729200	101001
		12/15/25 Water Consumption		11547.90				40	600000	729100	101001
		12/15/25 Water Debt Service		5066.11				40	600000	729200	101001
30399	SC	255 AT&T		116.99	12/25	12/23/25					
		3977		116.99	12/25						
		12/10/25 WWTP Internet		116.99				50	700000	732000	101001
30400	SC	78 COMCAST		156.44	12/25	12/23/25					
		3964		156.44	12/25						
		12/17/25 Internet		156.44				1	511000	784000	101001
30401	SC	73 FIRST-CITIZENS BANK & TRUST CO		311.40	12/25	12/23/25					

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

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Cash Account
3997				311.40	12/25						
		12/12/25 TASKALFA 4054CI		103.80				1	511000 761000		101001
		12/12/25 TASKALFA 4054CI		103.80				40	600000 761000		101001
		12/12/25 TASKALFA 4054CI		103.80				50	700000 761000		101001
30402	SC	999999 FRANCENE RAMOS		321.47	12/25	12/23/25					
		4028	12/17/25 Christmas Market	321.47	12/25			2	560000 770300		101001
30403	SC	124 HINDERLITER DE LIAMAS & ASSOCIATE		300.00	12/25	12/23/25					
		4026	12/08/25 Sales Tax 10-25 to 12-25	300.00	12/25			1	519000 761000		101001
30404	SC	147 LEDGER DISPATCH		439.25	12/25	12/23/25					
		4025	11/28/25 Ad# 68377/Ad# 68683	439.25	12/25			1	512000 720300		101001
30405	SC	164 NBS		3091.46	12/25	12/23/25					
		4004	12/03/25 Water Rate Study	2125.00	12/25			40	600000 761000		101001
			12/03/25 Wastewater Rate Study	1062.50				50	700000 761000		101001
		4021	12/20/25 Annual Fee-Quarterly	966.46	12/25			80	519000 769000		101001
30406	SC	178 PACIFIC GAS & ELECTRIC		1130.74	12/25	12/23/25					
		4007	12/15/25 CFD 2016-1 Vintner & Sommeler	1130.74	12/25			80	519000 731000		101001
			12/15/25 Corner of Hwy 49, S/O Zinf Pk	14.36				40	600000 731000		101001
			12/15/25 Street Lights	19.22				10	560000 731000		101001
30407	SC	383 QUADIENT FINANCE USA INC		500.00	12/25	12/23/25					
		3994	12/16/25 Postage	500.00	12/25			1	511000 720100		101001
			12/16/25 Postage	166.67				40	600000 720100		101001
			12/16/25 Postage	166.66				50	700000 720100		101001
30408	SC	245 WALKER'S SUPPLY CO.		90.78	12/25	12/23/25					
		4023	12/19/25 Billing Paper	90.78	12/25			40	600000 720100		101001

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

01/02/26
13:32:33

CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 12/25

Page: 8 of 8
Report ID: W100X2

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Account
30409	SC	322 WILKINSON PORTABLES INC		432.00	12/25	12/23/25		50	700000	720100	101001
				432.00	12/25						
				108.00				1	531000	721700	101001
				108.00				50	700000	721700	101001
				108.00				1	531000	721700	101001
				108.00				50	700000	721700	101001
30410	SC	393 WIZIX TECHNOLOGY GROUP, INC		96.26	12/25	12/23/25					
				96.26	12/25						
				32.09				1	511000	720100	101001
				32.09				40	600000	720100	101001
				32.08				50	700000	720100	101001
Claims Total # of Checks:				51	Total:				168591.85		
Grand Total # of Checks:				51	Total:				168591.85		

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

Fund/Account	Amount
1 General Fund	
101001	53,301.11
2 TOT - Streets & Promotion Fund	
101001	321.47
10 Gas Tax Fund	
101001	1,174.03
33 Miwok Indian Project Fund	
101001	2,034.90
40 Water Enterprise Fund	
101001	84,913.71
50 Sewer Enterprise Fund	
101001	18,371.34
80 CFD 2016-01 ZR	
101001	8,475.29
Total:	168,591.85

5.1



CITY COUNCIL AGENDA ITEM NO. 7.2
01/08/2026

SUBJECT: First Reading of Ordinance 2026-01 Repealing and Replacing Section 15.05.020 of the Plymouth Municipal Code.

DEPARTMENT: Building Department

STAFF: John Peabody, Building Official

TITLE

INTRODUCE AND WAIVE THE FIRST READING, BY TITLE ONLY, OF ORDINANCE 2026-01 REPEALING AND REPLACING SECTION 15.05.020 OF THE PLYMOUTH MUNICIPAL CODE

BACKGROUND

Ordinance 2026-01 repeals and replaces Section 15.05.020 of Chapter 15.05 of the Plymouth Municipal Code by adopting the following uniform building codes:

Adoption Of Uniform Codes:

- 2025 California Building Code based on the 2024 International Building Code,
- 2025 California Electrical Code based on the 2023 National Electrical Code,
- 2025 California Mechanical Code based on the 2024 Uniform Mechanical Code,
- 2025 California Plumbing Code based on the 2024 Uniform Plumbing Code,
- 2025 California Fire Code,
- 2025 California Energy Code,
- 2025 California Historical Code,
- 2025 California Residential Code based on the 2024 International Residential Code,
- 2025 California Existing Building Code based on the 2024 International Existing Building Code,
- 2025 California Green Building Code,
- 2025 California Administrative Code,
- 2025 California Referenced Standards Code,
- 2025 California Swimming Pool Code, based on the 2024 International Swimming Pool Code.

Building and Construction codes are amended every 3 years to include provisions of the most recent version and codified in Title 24 of the California Code of Regulations, known as the California Building Standards Code. The State of California Building Standards Commission adopts new State standards, which cities and counties are then mandated to adopt within 180 days after Title 24 of the CCR is published (publishing was July 1, 2025). If codes are not adopted locally, the cities and counties are required to follow State Codes only. As done in years prior, adoption by reference allows local deviation from the State code, if determined to be necessary by the city. City staff does not recommend any amendments to the State Code at this time. The adoption reference and codification process enables the City to enforce the Building Code through local methods and



CITY COUNCIL AGENDA ITEM NO. 7.2
01/08/2026

processes contained in the Plymouth Municipal Code. Building Department staff has requested that Council consider the adoption of the 2025 California Codes to bring the City's Municipal Code current with the regulations.

ENVIRONMENTAL DETERMINATION

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

FISCAL IMPACT

None

RECOMMENDATION

Introduce and waive the first reading, by title only, of Ordinance No. 2026-01, an ordinance of the City of Plymouth repealing and replacing Section 15.05.020 of the Plymouth Municipal Code to adopt by reference the uniform building codes including the 2025 California Building Code Based on the 2024 International Building Code; the 2025 California Electrical Code Based on the 2023 National Electrical Code; the 2025 California Mechanical Code Based on the 2024 Uniform Mechanical Code; the 2025 California Plumbing Code Based on the 2024 Uniform Plumbing Code; the 2025 California Fire Code; the 2025 California Energy Code; the 2025 California Historical Code; the 2025 California Residential Code Based on the 2024 International Residential Code; the 2025 California Existing Building Code on the 2024 International Existing Building Code; the 2025 California Green Building Code; the 2025 California Administrative Code; the 2025 California Referenced Standards Code; and 2025 California Swimming Pool Code, Based On The 2024 International Swimming Pool Code.

ATTACHMENT(S)

1. Notice of Proposed Ordinance 2026-01 To Repeal and Replace Section 15.05.020

NOTICE AND SUMMARY OF ORDINANCE NO. 2026-01

**INTRODUCE AND WAIVE THE FIRST READING, BY TITLE ONLY, OF ORDINANCE 2026-01
REPEALING AND REPLACING SECTION 15.05.020 OF THE PLYMOUTH MUNICIPAL CODE**

Notice is hereby given that on January 8, 2026, at 6:30pm at the City Hall located at 9426 Main Street in Plymouth, CA, the City Council of the City of Plymouth will consider the adoption of Ordinance No. 2026-01 repealing and replacing section 15.05.020 of the Plymouth Municipal Code to adopt by reference the uniform building codes including the 2025 California Building Code Based on the 2024 International Building Code; the 2025 California Electrical Code Based on the 2023 National Electrical Code; the 2025 California Mechanical Code Based on the 2024 Uniform Mechanical Code; the 2025 California Plumbing Code Based on the 2024 Uniform Plumbing Code; the 2025 California Fire Code; the 2025 California Energy Code; the 2025 California Historical Code; the 2025 California Residential Code Based on the 2024 International Residential Code; the 2025 California Existing Building Code on the 2024 International Existing Building Code; the 2025 California Green Building Code; the 2025 California Administrative Code; the 2025 California Referenced Standards Code; and 2025 California Swimming Pool Code, Based On The 2024 International Swimming Pool Code.

Please note that the above is simply a summary of the Ordinance. To obtain a full understanding of the Ordinance, it should be read in its entirety. A copy of the full text of the Ordinance is posted in the City Clerk's office at Plymouth City Hall, 9426 Main St., Plymouth, CA 95669.

Date: December 18, 2026
Victoria McHenry
City Clerk

5.2



CITY COUNCIL AGENDA ITEM NO. 5.3

01/08/2026

SUBJECT: Amendment to the Professional Services Agreement with NBS Government Finance Group for Water and Wastewater Rate Study and Connection Fee Services

DEPARTMENT: City Manager

STAFF: Interim City Manager Cameron Begbie

TITLE

REVIEW AND POSSIBLE APPROVAL OF THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP FOR WATER AND WASTEWATER RATE STUDY AND CONNECTION FEE SERVICES.

BACKGROUND

On April 27, 2023, the City entered into a Professional Services Agreement with NBS Government Finance Group (NBS) to perform a Water and Wastewater Rate Study and provide Connection Fee Services. These studies are essential components of the City's long-term financial planning for its utility systems and ensure accurate, equitable, and legally compliant rate and fee structures.

Throughout the course of the project, the City experienced multiple delays that required NBS to update, revise, and rework portions of the study. These delays extended the project timeline and required additional consultant effort beyond the original scope.

NBS has submitted a request for an amendment to the existing agreement to cover the additional staff time and expenses needed to complete the rate and fee studies.

NBS's requested amendment includes:

- Additional Consulting Fees: \$3,000
- Estimated Additional Expenses: \$2,000
- Total Not-to-Exceed Amount: \$5,000

All other terms and provisions of the April 27, 2023, Professional Services Agreement will remain unchanged.



CITY COUNCIL AGENDA ITEM NO. 5.3

01/08/2026

NBS has indicated that no further amendments should be necessary, provided there are no additional delays on the City's part. The supplemental funding will allow NBS to complete the Water and Wastewater Rate Study and Connection Fee Services in accordance with current project needs.

ENVIRONMENTAL DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.

FISCAL IMPACT

Approval of the amendment will result in an additional not-to-exceed cost of \$5,000.

RECOMMENDATION

Staff recommends that the City Council review and approve the proposed amendment to the Professional Services Agreement with NBS Government Finance Group and authorize the City Manager to execute the amendment.

ATTACHMENT(S)

1. Professional Services Agreement between City and NBS signed on April 27, 2023.
2. Amendment

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF PLYMOUTH AND NBS GOVERNMENT FINANCE GROUP**

THIS AGREEMENT for professional services is made by and between the City of Plymouth, a California municipal corporation ("City") and NBS Government Finance Group, a California corporation, ("Professional") as of April 27, 2023, (the "Effective Date"). City and Professional shall be referred to herein separately as a "Party" and collectively as "Parties".

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

- 1.1 **Term of Services.** The term of this Agreement shall be for a period of one (1) year, beginning on the Effective Date noted above and shall terminate on April 26, 2024. Professional shall complete the work described in Exhibit A prior to the date of termination, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The Parties have 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 and work listed in Exhibit A as 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 persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. All personnel, including those reassigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement, or any part of it, unless such subcontracting is expressly approved by City in writing.
- 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 fees as listed in accordance with the fee schedule on page 15 of Exhibit A. 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 in writing, 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 invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs, if any, incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- 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;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder;
- The Professional's signature; and
- Professional shall give separate notice to the City when the total number of hours worked by Professional and any one individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete work described in Exhibit A, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 **Final Payment.** City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement 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 in Exhibit A 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 fee schedule set forth on page 15 of Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit A, and shall not exceed \$95,475. Expenses not listed in Exhibit A 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 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, as defined in Section 11.9.

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 may furnish, at its sole discretion, 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, unless otherwise specified below, shall procure the types and amounts of insurance listed below 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. Consistent with the following provisions, Professional shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects and that such insurance is in effect prior to beginning work to the City. Professional shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 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 a certified 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.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt

requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance.

4.3.1 General requirements. 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 TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim. 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.

4.3.2 Claims-made form. The following provisions shall also apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must purchase an extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work under this Agreement, whichever is later.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 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 evidencing required policies delivered to Professional by the insurer, including complete copies of all endorsements attached to those certificates. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Professional beginning work, it shall not waive the

Professional's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

4.4.5 Wasting Policies. Except for Professional Liability insurance policy, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.6 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.

4.5 Remedies. In addition to any other remedies the 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, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the 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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel approved (reasonable acceptance not to be withheld) by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 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 penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

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 Section 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 and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional, and any subcontractors, shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect

at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

Professional shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' prior written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the satisfaction of the City 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 Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 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 this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 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. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the services required by this 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. Confidentiality. Professional understands and agrees that, in the performance of services under this Agreement or in the contemplation thereof, Professional may have access to confidential information or other materials exempt from public disclosure, and that such information may contain sensitive or confidential data, the disclosure of which to third parties may be damaging to City ("Confidential Information") or any third party. Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 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.
- 10.2 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 to this Agreement.
- 10.3 Inspection and Audit of Records.** Any records or documents that Section 10.2 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. Under California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 Attorneys' Fees and Costs.** 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 and costs, 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.
- 11.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court, Eastern District of California.
- 11.3 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.

- 11.4 **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.
- 11.5 **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.
- 11.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code section 81000 et seq.

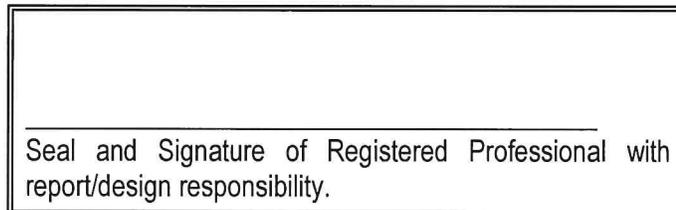
Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code sections 1090 et seq.

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

- 11.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 11.9 **Contract Administration.** This Agreement shall be administered by the City Manager of the City of Plymouth ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.10 **Notices.** Any written notice to Professional shall be sent to:
NBS
Michael Rentner, President & CEO
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
mrentner@nbsgov.com

Any written notice to City shall be sent to:
City of Plymouth
Att: Margaret Roberts, City Manager
PO Box 429
Plymouth, CA 95669
mroberts@cityofplymouth.org

- 11.11 **Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 11.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the fee schedule attached hereto on page 15 in Exhibit A, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 11.14 **Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.
- 11.15 **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.
- 11.16 **Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

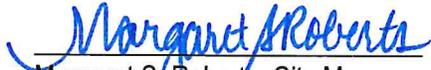
- 11.17 **Headings**. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 11.18 **IRS Form W-9**. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

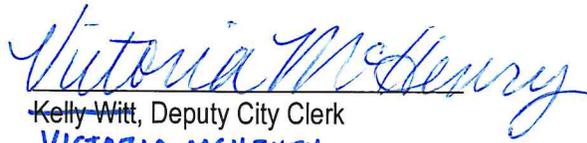
CITY

PROFESSIONAL


Margaret S. Roberts, City Manager


Michael Rentner, President & CEO

Attest:


Kelly Witt, Deputy City Clerk
VICTORIA MCHENRY

Approved as to Form:

Frank Splendorio, City Attorney

EXHIBIT A
SCOPE OF WORK



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

March 9, 2023

Margaret Roberts
City Manager
City of Plymouth
9426 Main Street
Plymouth, CA 95669
Submitted electronically via mroberts@cityofplymouth.org

RE: Proposal for Water and Wastewater Rate Studies plus Connection Fees

Dear Ms. Roberts:

Thank you for reaching out recently to Nicole Kissam regarding the City's need for a Water and Wastewater Rate Study along with Connection Fee services. The following proposal provides scopes of services, professional qualifications, and pricing for the City's consideration.

SCOPE OF SERVICES: WATER RATE STUDY

TASK 1. KICKOFF MEETING AND DATA COLLECTION

NBS will hold a kick-off meeting with City staff at the beginning of the study. The kick-off meeting will be used to review and discuss the data from the billing/accounting system and data requirements in general and review study objectives, tasks, and schedule. The data the City will need to provide includes customer account information, such as:

- Customer billing information that includes meter sizes, customer class and monthly water consumption for each customer (Excel file preferred).
- Financial data typically reported in financial statements.
- Capital Improvement and/or Master Plans (CIP projects by name, cost, and timing).

TASK 2. FINANCIAL PLAN

NBS will prepare a detailed financial plan for the water utility that includes revenue, expenditures, reserves, debt coverage ratios, capital improvement costs, repair and replacement costs and net revenue requirements. Task deliverables will include:

- Financial projection model that will serve as a financial "roadmap" for the water utility.
- Summary of current and projected net revenue requirements.
- Update reserve fund policies and targets potentially including reserves for operations, rate stabilization, repair and replacement, debt service and capital projects.
- Projected year-end reserve fund levels.
- Calculated debt service coverage ratios.
- Three alternatives (i.e., annual rate increases) that meet projected net revenue requirements.
- Funding sources (cash vs. debt) for capital improvements.

This financial plan will lay the groundwork for the cost-of-service and rate design analyses addressed in Tasks 3 and 4. The following subtasks are anticipated:

Projected Revenues and Expenditures – Using a cash-basis reflecting the City’s system of accounts, NBS will prepare a projection of revenues, expenses, and increases in rate revenue needed to meet all obligations. This will provide City with a financial planning tool to plan for rate adjustments to address operating and maintenance costs, infrastructure improvements, asset replacement and maintaining appropriate reserve fund levels. The City’s projected customer growth rates from master plan documents and planned cost inflation factors will be incorporated in this analysis.

Evaluate Reserve Fund Sufficiency – NBS will evaluate the sufficiency of existing reserve funds, target reserves, reserve fund policies, and related issues such as meeting debt service coverage ratios and other rate covenants. We will provide recommendations for reserve fund targets that are tailored to the City’s specific needs such as operating, capital rehabilitation/replacement, rate stabilization and catastrophes, etc. We will develop a phased-in approach to funding reserves to minimize the impact to ratepayers.

Review Capital Improvement Program Funding – NBS will incorporate City plans for new facilities, infrastructure improvements, and asset replacement plans into the financial plan. We will evaluate the timing, costs, and available reserves used to fund various projects. We will work with City staff to develop a well-conceived approach to funding these capital needs, which may include an appropriate balance between debt-funded and cash-funded projects. The recommended solution will provide an appropriate balance between funding from rates, system development fees and, if necessary, the use of outside financing. Up to three levels of capital improvement program funding will be developed in the study for comparison purposes.

TASK 3. COST OF SERVICE ANALYSIS

Using the net revenue requirements developed in Task 2, NBS will equitably allocate costs to individual customer classes based on cost-of-service principles that comply with Prop 218. NBS will review and incorporate the historical consumption characteristics by customer class, including changes related to Covid-19 impacts, and determine how to best project future water consumption.

NBS will evaluate cost allocations of various cost components to each customer class. The main components of the water cost-of-service analysis are as follows:

Evaluate Trends in Water Consumption – NBS has seen changes in consumption patterns the last two years related to Covid-19 restrictions. These impacts should be considered when projecting water sales going forward. Although consumption patterns will have the greatest impact on proposed volumetric charges, total water sales and consumption considered in wastewater volumetric charges will also impact the financial plan projections of rate revenue. We will review these changes and, more importantly, how consumption should be projected going forward as proposed water rates are developed.

Analysis of Consumption Patterns – NBS will evaluate the *number* of customers at various levels of consumption and the *total water use* by customer class. The City’s most recent water consumption data will be used for this analysis. This type of data analysis ensures an accurate projection of the revenue that will

be collected within each customer class and ensures that revenue is recovered accurately from each customer class.

Functionalization/Classification of Expenses – This task arranges water expenses into basic categories, such as commodity (*source of supply*), capacity (*treatment, transmission, and distribution*), and customer (*administrative and overhead*) costs.

Allocation of Costs to Customer Classes – These costs are then allocated to individual customer classes based on allocation factors specific to each cost classification. For example, commodity/variable costs are allocated based on percentages of total annual consumption; capacity-related costs are allocated based on the percentage of peak demand; and customer-related costs are allocated based on the number of accounts. This process produces the fixed and variable revenue requirements for each customer class, which is the basis for the actual rate calculations.

TASK 4. RATE DESIGN ANALYSIS

NBS will work with City staff to review the current rate structure and evaluate whether there are alternatives that better meet the City's broader rate design goals and objectives. NBS will provide up to three water rate structure alternatives for the City's consideration, which will include the City's existing rate structures and two alternatives. An evaluation of the pros and cons of each rate structure alternative will be included in this analysis. The following subtasks are anticipated:

Develop Rate Design Recommendations – Water rates will be developed based on the cost of service analyses, and we will include a discussion of the relative merits (pros and cons) of the current rate structure and the new alternatives. Evaluating the City's desired rate complexity and resulting customer bills will be essential components of this process.

Criteria for Improving the Rate Design – When evaluating rate design, revenue sufficiency and financial resiliency are critical considerations. NBS' general approach is to avoid significant ***under-collection*** of rate revenue, which is the worst-case scenario from a financial perspective. Other criteria for evaluating rate structures include:

- Ease of understanding the rate structure by customers.
- How costs allocated to fixed and volumetric rates affect revenue stability.
- How water conservation is reflected in the analysis.
- How summer peaking patterns are reflected in water rate design.
- How meter sizes are used in calculating fixed charges.
- The amount of revenue that should be collected within each tier.
- Impacts on customer monthly bills.
- How treatment plant costs are allocated to customers.
- Differences, if any, in collection system and general overhead and administrative costs and how they are allocated to various sewer customers.
- Changes due to drought, conservation efforts, and COVID-19 over the last several years that may affect rates on a going-forward basis.

- The amount of revenue collected from fixed and variable charges (which can significantly impact customer bills).

The rate structure alternatives selected will ultimately provide the basis for comparing monthly customer bills under both the current and new rate structures. However, all rate structures will be “revenue neutral” because they will all collect the same amount of revenue, both in total and within each customer class.

Calculate Fixed and Volumetric Charges – Ideally, fixed charges should be used to cover fixed costs; however, due to the emphasis on using pricing signals to encourage conservation, this is rarely the case. As a result, many agencies have struggled with revenue stability during times of uncertain demands. Fixed charges will reflect the number of accounts, equivalent meters, and size of meters. In contrast, volumetric rates should cover variable costs and should be allocated in proportion to consumption. Determining the best combination of fixed and variable charges is also influenced by other factors, such as revenue stability, conservation, ease of understanding, and ease of administration. NBS will strive for an appropriate balance between fixed and variable charges.

TASK 5. DROUGHT RATE ANALYSIS

NBS will develop drought rates that will provide the City with the flexibility to respond to future drought conditions, should water conservation requirements increase in the future.

This task will develop a drought rate structure to ensure that during drought conditions City can successfully accommodate reductions in water sales from a financial perspective. NBS will work with City staff to develop rate structures that consider and reflect specific conservation issues (supply costs, changes in the costs of energy, chemicals, etc.). Ideally, drought rates would coincide with an existing water shortage contingency or drought plan of the City that identifies conservation measures at various stages of drought.

TASK 6. REGIONAL BILL COMPARISON

NBS will compare current and proposed water rates to ten neighboring communities to see how the City’s rates compare to other nearby water retailers. The results of this comparison will be presented in the rate study report and in public presentations. The comparisons will provide City staff and City Council with a basis to compare the cost of delivering water service to customers in the region.

TASK 7. PREPARE ELECTRONIC RATE MODEL

NBS will develop the Excel-based rate model for use by City staff once the study is complete. The model will be custom-built to the City’s specific needs and will have the functionality to update revenue and expenses, prepare what-if scenarios, and determine annually if the proposed rate increase is needed, or if it can be modified or delayed. The model will have a dashboard where assumptions can be modified and will flow through to the rate alternative results, and a documentation tab that explains each tab and the interrelationships of each tab.

In addition, the model will address include adjustable inflation factors and other variables and will graphically display charts and figures to communicate outcomes and recommendations. We will review the

model with staff during the development of the rate study to make sure it meets the City's requirements and preferences.

A training session can be provided with the City's Project Manager at the conclusion of the study. The goal of this session will be to review all tabs in the model and to provide sufficient information for the City to accept the model and have the ability to use it going forward.

TASK 8. CONNECTION FEE ANALYSIS

The City's Connection Fees will be updated in this task of the study. The goal of this analysis is to develop fees that appropriately recover the cost of infrastructure necessary to serve new development and are consistent with applicable industry standards.

Overview of Connection Fee Calculations: In their simplest form, connection fees are the result of dividing the cost (or value) of the system's current capacity plus planned capital improvements by the expected number of new customers. The two most common approaches are often referred to as (1) a "buy-in" approach, whereby new users pay for their fair share of existing system assets that were originally paid for by current customers, and (2) an "incremental" or "marginal" approach that assumes connection fees should fully cover the costs of all new (or "incremental") system facilities required to provide them sufficient capacity in the system. Depending on the remaining system capacity, a combination of these two approaches is often used. NBS will develop an appropriate methodology that complies with industry standards and will appropriately reflect the cost of planned capital improvements and projected growth. The following subtasks are anticipated:

Develop Asset Values – The actual methodology of estimating the value of existing system assets (such as collection, pumping and treatment) is important to the outcome. For example, using *current book values* typically underestimates the "true value" of facilities. Our experience shows a *replacement-cost-less depreciation* approach usually provides a better estimate of the true value of assets. We will use the *replacement-cost-less depreciation* approach to estimate the value of the City's assets and propose using the Handy-Whitman Index of Public Utility Construction Costs. This guide is a region-specific index that tracks costs for water utility construction. We believe this is the most accurate inflation index available to water utilities. We recommend the City use this index or a similar index such as the Engineering News Record Construction Cost Inflation Index to project inflation for connection fees in future years.

Once the values of the existing and planned (that is, incremental or marginal) system assets are estimated, these values are allocated to existing and new customers. NBS will assess the equity of how these values are allocated to existing and new customers, and then divide the amount allocated to new customers by the system capacity, typically measured in equivalent meters (EMs), which are the most typical residential meter in the City's water system. This calculation determines the maximum cost the City can charge for a new connection.

Calculate and Recommend New Connection Fees – The total costs allocated to growth (or value of the system assets available to serve new customers) are divided by the available capacity in EMs, as determined by the system capacity available to serve new customers.

NBS will consider two methods of estimating the capacity available to future customers: (1) calculate all available remaining capacity, and (2) calculate expected number of EMs that would be added to the system. This second approach could be less than the available remaining capacity. For example, if there are 5,000 EMs of remaining capacity in the system, but realistic growth is only 3,000 EMs, then the smaller number would be used to calculate the capacity charge. Based on this analysis, NBS will review the new connection fees with City staff and recommend the alternative that best meets its needs.

TASK 9. PREPARE RATE STUDY REPORT

NBS will prepare a draft study report that include proposed rates for the next five to ten years, depending on the City's preference for the timeframe. An executive summary and introduction will present the purpose of the report and results of the study. Tables, graphs, and charts will be used as appropriate, but the emphasis will be on providing a clear, concise and understandable report that will provide the City with a thorough administrative record. Key assumptions, methodologies, and factors affecting the development of proposed rates will be highlighted with charts and graphs when helpful. However, more technical aspects of the study, particularly the tables documenting the calculations and sources of data, will be separately provided in technical appendices.

NBS will provide an electronic file in Microsoft Word format of the draft report for the City's review and comment. Once we have received the City's comments¹, we will incorporate those comments into a final report.

TASK 10. MEETINGS AND PRESENTATIONS

NBS plans to provide support to the City in public meetings to support the new rate adoption process. We will also plan to meet with City staff to review study results and recommendations throughout the project. The following meetings and presentations are anticipated for this study:

Meetings with City Staff – NBS proposes to hold progress meetings with City staff via conference call or web meeting format. These meetings will be used to review initial work products and gain input from Staff on the direction of the study. Prior to the public meetings, we also expect to have regular phone conversations with City staff to discuss how the study is proceeding, solicit input from Staff, and to review and discuss the study's initial results and work products. In addition, NBS will work with City Staff and elected officials to discuss and understand talking points while continuously providing guidance on how to manage questions for community members to ensure a clear and transparent message.

Other Public Workshops/Presentations – NBS rate study staff will provide one (1) public workshop² with the City Council. The rate team will prepare a PowerPoint presentation for the meeting, which will include visual aids, graphics, charts and additional worksheets or handouts. In the presentation, NBS will present study results, recommendations, receive input and guidance on the direction of the study and answer

¹ We assume City staff's comments will be in an electronic Microsoft Word file using track-changes mode.

² The number of meetings/presentations that NBS provides can be adjusted as necessary by City staff. We plan to discuss the number of meetings and plans for presentation at the kick-off meeting and adjust throughout the process as needed.

questions. Our team will work with City Staff to create an agenda and develop presentations that allow for a clear and insightful presentation.

City Council Meetings – NBS rate study staff, will attend up to two (2) City Council Meetings as part of the rate setting process. The rate team will prepare a PowerPoint presentation for these meetings, which will include visual aids, graphics, charts and additional worksheets or handouts. The rate team will be available to answer questions as needed.

TASK 11. NOTICE OF PUBLIC HEARING MAILING

NBS will create a mailing list using the most recent County Assessor secured roll data available, combining that with the City’s customer database. Duplicates will be removed to create a comprehensive mailing list. NBS will also draft the Notice to property owners subject to the proposed Fee. Final form of the Notice will be reviewed and approved by legal counsel and City staff.

NBS will work with City staff to answer any questions that come up and guide you through the adoption process. The key technical tasks will be to prepare a draft and final Prop 218 Notice and provide the proposed rate tables included in the notices. NBS will work with City staff to review the draft and final notice prior to public release. The City should have legal counsel review all notices for legal compliance with the provisions of Prop 218, such as wording related to pass-throughs.

NBS will also develop and design a detailed fact sheet to be mailed to community members. The fact sheet will include historical information that will help educate the community on the current project needs. The fact sheet will be translated into up to two languages based on community census data.

SCOPE OF SERVICES: WASTEWATER RATE STUDY

TASK 1. KICKOFF MEETING AND DATA COLLECTION

NBS will hold a kick-off meeting with City staff at the beginning of the study. The kick-off meeting will be used to review and discuss the data from the billing/accounting system and data requirements in general and review study objectives, tasks, and schedule. A preliminary plan for public presentations will be discussed with the City during this meeting. The data the City will need to provide includes customer account information, such as:

- Customer billing information that includes customer class, equivalent dwelling units, quantity billed, customer type for commercial/industrial customers (Excel file preferred).
- Financial data typically reported in financial statements.
- Capital Improvement and/or Master Plans (CIP projects by name, cost, and timing).

TASK 2. FINANCIAL PLAN

NBS will prepare a detailed financial plan for the wastewater utility that includes revenues, expenditures, reserves, debt coverage ratios, capital improvement costs, repair and replacement costs and net revenue requirements. Task deliverables will include:

- Financial projection model that will serve as a financial “roadmap” for the wastewater utility.

- Summary of current and projected net revenue requirements.
- Update reserve fund policies and targets potentially including reserves for operations, rate stabilization, repair and replacement, debt service and capital projects.
- Projected year-end reserve fund levels.
- Calculated debt service coverage ratios.
- Three alternatives (i.e., annual rate increases) that meet projected net revenue requirements.
- Funding sources (cash vs. debt) for capital improvements.

The financial plans will lay the groundwork for the cost-of-service and rate design analysis addressed in Tasks 3 and 4. The following subtasks are anticipated:

Projected Revenues and Expenditures – Using a cash-basis reflecting the City’s system of accounts, NBS will prepare a projection of revenues, expenses, and increases in rate revenue needed to meet all obligations. This will provide City with a financial planning tool to plan for rate adjustments to address operating and maintenance costs, infrastructure improvements, asset replacement and maintaining appropriate reserve fund levels. The City’s projected customer growth rates from master plan documents and planned cost inflation factors will be incorporated in this analysis.

Evaluate Reserve Fund Sufficiency – NBS will evaluate the sufficiency of existing reserve funds, target reserves, reserve fund policies, and related issues such as meeting debt service coverage ratios and other rate covenants. We will provide recommendations for reserve fund targets that are tailored to the City’s specific needs such as operating, capital rehabilitation/replacement, rate stabilization and catastrophes, etc. We will develop a phased-in approach to funding reserves to minimize the impact to ratepayers.

Review Capital Improvement Program Funding – NBS will evaluate the timing, costs, and available reserves needed to fund all projects and the level of rate increases this involves and collaborate with City staff to develop a well-conceived funding approach. NBS will incorporate City plans for infrastructure improvements, and asset replacement plans into the financial plan. We will evaluate the timing, costs, and available reserves used to fund various projects. We will work with City staff to develop a well-conceived approach to funding these capital needs, which may include an appropriate balance between debt-funded and cash-funded projects. The recommended solution will provide an appropriate balance between funding from rates, system development fees and, if necessary, the use of outside financing. NBS will develop up to three scenarios to fund the capital improvement program for modeling and comparison purposes.

TASK 3. COST OF SERVICE ANALYSIS

Using the net revenue requirements developed in Task 2, NBS will equitably allocate costs to individual customer classes based on cost-of-service principles that comply with Prop 218. NBS will also review and incorporate the historical usage and strength characteristics by customer class, including changes related to Covid-19 impacts, and determine how best to project future usage and strength. This will require working with the treatment plant data for the City’s wastewater plant.

NBS will evaluate cost allocations of various cost components to each customer class. The main components of the wastewater cost-of-service analysis are:

Functionalization/Classification of Expenses – Functionalizing the expenses means arranging costs into basic categories, such as flow (volume), strength (BOD or COD and TSS), and customer related costs. With the City’s customer billing data, we will develop the customer usage statistics and allocation factors that will be used to assign costs to each customer class.

Allocation of Costs to Customer Classes – These costs are then allocated to individual customer classes based on allocation factors specific to each cost classification, thereby producing fixed and variable revenue requirements for each customer class. These allocations will be used for the actual rate calculations.

TASK 4. RATE DESIGN ANALYSIS

NBS will work with City staff to review the current rate structure and evaluate whether there are alternatives that better meet the City’s broader rate design goals and objectives.

NBS will provide up to three wastewater rate structure alternatives for the City’s consideration, which will include the City’s existing rate structures and two alternatives. An evaluation of the pros and cons of each rate structure alternative will be included in this analysis. The following subtasks are anticipated:

Develop Rate Design Recommendations – Wastewater rates will be developed based on the cost-of-service analyses, and we will include a discussion of the relative merits (pros and cons) of the current rate structure and the new alternatives. Evaluating the City’s desired rate complexity and resulting customer bills will be essential components of this process.

Criteria for Improving the Rate Design – When evaluating rate design, revenue sufficiency and financial resiliency are critical considerations. NBS’ general approach is to avoid significant **under-collection** of rate revenue, which is the worst-case scenario from a financial perspective. Other criteria for evaluating rate structures include:

- Ease of understanding the rate structure by customers.
- How costs allocated to fixed and volumetric rates affect revenue stability.
- How water conservation is reflected in the analysis.
- The amount of revenue that should be collected within each tier.
- Impacts on customer monthly bills.
- How treatment plant costs are allocated to customers.
- Differences, if any, in collection system and general overhead and administrative costs and how they are allocated to various sewer customers.
- Changes due to drought, conservation efforts, and COVID-19 over the last several years that may affect rates on a going-forward basis.
- The amount of revenue collected from fixed and variable charges (which can significantly impact customer bills).

The rate structure alternatives selected will ultimately provide the basis for comparing monthly customer bills under both the current and new rate structures. However, all rate structures will be “revenue neutral” because they will all collect the same amount of revenue, both in total and within each customer class.

Calculate Fixed and Volumetric Charges – Ideally, fixed charges should be used to cover fixed costs; however, due to the emphasis on using pricing signals to encourage conservation, this is rarely the case. As a result, many agencies have struggled with revenue stability during times of uncertain demands. Fixed charges will reflect the number of accounts, types of customers and flow/strength factors. In contrast, volumetric rates should cover variable costs and should be allocated in proportion to usage. Determining the best combination of fixed and variable charges is also influenced by other factors, such as revenue stability, conservation, ease of understanding, and ease of administration. NBS will strive for an appropriate balance between fixed and variable charges.

Comparison of Customer Bills – In order to compare various financial plan and rate alternatives, we will prepare rate tables and bill comparisons for various customer classes to illustrate how the rate adjustments will affect customer bills. It is important to note that all rate structure alternatives will be “revenue neutral”: they all collect the same amount of revenue within each customer class. Basic customer bill comparisons will include:

- Impacts on customer bills for low-, average-, and high-strength customers.
- Impacts on single-family customer bills for low-, medium-, and high-consumption customers.
- Comparisons of customer bills based on the treatment plant cost allocation methodologies used.

TASK 5. REGIONAL BILL COMPARISON

NBS will compare current and proposed wastewater rates to ten neighboring communities to see how the City’s rates compare to other nearby water retailers. The results of this comparison will be presented in the rate study report and in public presentations. The comparisons will provide City staff and City Council with a basis to compare the cost of delivering water service to customers in the region.

TASK 6. PREPARE ELECTRONIC RATE MODEL

NBS will develop the Excel-based rate model for use by City staff once the study is complete. The model will be custom-built to the City’s specific needs and will have the functionality to update revenue and expenses, prepare what-if scenarios, and determine annually if the proposed rate increase is needed, or if it can be modified or delayed. The model will have a dashboard where assumptions can be modified and will flow through to the rate alternative results, and a documentation tab that explains each tab and the interrelationships of each tab.

In addition, the model will address include adjustable inflation factors and other variables and will graphically display charts and figures to communicate outcomes and recommendations. We will review the model with staff during the development of the rate study to make sure it meets the City’s requirements and preferences.

A training session can be provided with the City’s Project Manager at the conclusion of the study. The goal of this session will be to review all tabs in the model and to provide sufficient information for the City to accept the model and have the ability to use it going forward.

TASK 7. CONNECTION FEE ANALYSIS

The City's Connection Fees will be updated in this task of the study. The goal of this analysis is to develop fees that appropriately recover the cost of infrastructure necessary to serve new development and are consistent with applicable industry standards.

Overview of Connection Fee Calculations: In their simplest form, connection fees are the result of dividing the cost (or value) of the system's current capacity plus planned capital improvements by the expected number of new customers. The two most common approaches are often referred to as (1) a "buy-in" approach, whereby new users pay for their fair share of existing system assets that were originally paid for by current customers, and (2) an "incremental" or "marginal" approach that assumes connection fees should fully cover the costs of all new (or "incremental") system facilities required to provide them sufficient capacity in the system. Depending on the remaining system capacity, a combination of these two approaches is often used. NBS will develop an appropriate methodology that complies with industry standards and will appropriately reflect the cost of planned capital improvements and projected growth. The following subtasks are anticipated:

Develop Asset Values – The actual methodology of estimating the value of existing system assets (such as collection, pumping and treatment) is important to the outcome. For example, using *current book values* typically underestimates the true value of facilities. Our experience shows a *replacement-cost-less depreciation* approach usually provides a better estimate of the true value of assets. We will use the *replacement-cost-less depreciation* approach to estimate the value of the City's assets and propose using the Handy-Whitman Index of Public Utility Construction Costs. This guide is a region-specific index that tracks costs for water utility construction. We believe this is the most accurate inflation index available to water utilities. We recommend the City use this index or a similar index such as the Engineering News Record Construction Cost Inflation Index to project inflation for connection fees in future years.

Once the values of the existing and planned (that is, incremental or marginal) system assets are estimated, these values are allocated to existing and new customers. NBS will assess the equity of how these values are allocated to existing and new customers, and then divide the amount allocated to new customers by the system capacity, typically measured in equivalent dwelling units (EDU's). This calculation determines the cost the City can charge for a new connection.

Calculate and Recommend New Connection Fees – The total costs allocated to growth (or value of the system assets available to serve new customers) are divided by the available capacity in EDU's, as determined by the system capacity available to serve new customers.

NBS will consider two methods of estimating the capacity available to future customers: (1) calculate all available remaining capacity, and (2) calculate expected number of EDU's that would be added to the system. This second approach could be less than the available remaining capacity. For example, if there are 5,000 EDU's of remaining capacity in the system, but realistic growth is only 3,000 EDU's, then the smaller number would be used to calculate the capacity charge. Based on this analysis, NBS will review the new connection fees with City staff and recommend the alternative that best meets its needs.

TASK 8. PREPARE RATE STUDY REPORT

NBS will prepare a draft study report that include proposed rates for the next five to ten years, depending on the City's preference for the timeframe. An executive summary and introduction will present the purpose of the report and results of the study. Tables, graphs, and charts will be used as appropriate, but the emphasis will be on providing a clear, concise and understandable report that will provide the City with a thorough administrative record. Key assumptions, methodologies, and factors affecting the development of proposed rates will be highlighted with charts and graphs when helpful. However, more technical aspects of the study, particularly the tables documenting the calculations and sources of data, will be separately provided in technical appendices.

NBS will provide an electronic file in Microsoft Word format of the draft report for the City's review and comment. Once we have received the City's comments³, we will incorporate those comments into a final report.

TASK 9. MEETINGS AND PRESENTATIONS

NBS plans to provide support to the City in public meetings to support the new rate adoption process. We will also plan to meet with City staff to review study results and recommendations throughout the project. The following meetings and presentations are anticipated for this study:

Meetings with City Staff – NBS proposes to hold progress meetings with City staff via conference call or web meeting format. These meetings will be used to review initial work products and gain input from Staff on the direction of the study. Prior to the public meetings, we also expect to have regular phone conversations with City staff to discuss how the study is proceeding, solicit input from Staff, and to review and discuss the study's initial results and work products. In addition, NBS will work with City Staff and elected officials to discuss and understand talking points while continuously providing guidance on how to manage questions for community members to ensure a clear and transparent message.

Other Public Workshops/Presentations – NBS rate study staff will provide one (1) public workshop⁴ with the City Council. The rate team will prepare a PowerPoint presentation for the meeting, which will include visual aids, graphics, charts and additional worksheets or handouts. In the presentation, NBS will present study results, recommendations, receive input and guidance on the direction of the study and answer questions. Our team will work with City Staff to create an agenda and develop presentations that allow for a clear and insightful presentation.

City Council Meetings – NBS rate study staff, will attend up to two (2) City Council Meetings as part of the rate setting process. The rate team will prepare a PowerPoint presentation for these meetings, which will include visual aids, graphics, charts and additional worksheets or handouts. The rate team will be available to answer questions as needed.

³ We assume City staff's comments will be in an electronic Microsoft Word file using track-changes mode.

⁴ The number of meetings/presentations that NBS provides can be adjusted as necessary by City staff. We plan to discuss the number of meetings and plans for presentation at the kick-off meeting and adjust throughout the process as needed.

TASK 10. NOTICE OF PUBLIC HEARING MAILING

NBS will create a mailing list using the most recent County Assessor secured roll data available, combining that with the City's customer database. Duplicates will be removed to create a comprehensive mailing list. NBS will also draft the Notice to property owners subject to the proposed Fee. Final form of the Notice will be reviewed and approved by legal counsel and City staff.

NBS will work with City staff to answer any questions that come up and guide you through the adoption process. The key technical tasks will be to prepare a draft and final Prop 218 Notice and provide the proposed rate tables included in the notices. NBS will work with City staff to review the draft and final notice prior to public release. The City should have legal counsel review all notices for legal compliance with the provisions of Prop 218, such as wording related to pass-throughs.

NBS will also develop and design a detailed fact sheet to be mailed to community members. The fact sheet will include historical information that will help educate the community on the current project needs. The fact sheet will be translated into up to two languages based on community census data.

PROJECT TEAM

The following provides an overview of the project team. Full-length resumes of senior-level staff are attached as well. References are available upon request.

ALLAN HIGHSTREET, SENIOR REVIEW

Role and Responsibilities: Allan Highstreet will lead the work efforts as project manager. He will work closely with the City to review the overall approach, develop rate alternatives, and suggest creative solutions to consider. He will direct analytical efforts of the project team and monitor the schedule and delivery of work products to the City's satisfaction. Allan will be available for meetings with City staff and public presentations for this project.

Work Experience: Allan Highstreet has 41 years of experience in the water industry where he was a senior vice president managing water resource planning and development projects for Jacobs Engineering (previously CH2M Hill). Allan's four decades of experience includes preparing water and sewer rate and capacity fee studies, and he provides invaluable experience to the NBS project team for this engagement. His academic background includes a BS in Agricultural Business and a MS in Agricultural Economics.

JEREMY TAMARGO, ENGINEERING CONSULTANT

Role and Responsibilities: Jeremy Tamargo is responsible for providing additional engineering resources and support for utility rate studies. He will be available as needed throughout the study to assist the project team with the technical analysis and help solve issues as they arise. Jeremy will work closely with the City to review the overall approach, help develop rate alternatives, and suggest creative solutions to consider.

Work Experience: Jeremy Tamargo is an NBS staff member based in the Temecula office. He is a professional engineer licensed in the State of Oregon and has an application in technical review with the

California Board for Professional Engineers, Land Surveyors, and Geologists for comity licensure in the State of California. He has extensive experience in both the public and private sectors in civil engineering design as well as preparing utility master plans for municipal agencies in both Oregon and Washington. In his role as Assistant City Engineer at City of Tigard, Jeremy managed the City’s System Development Charge program for the Public Works Department, which was used to pay for the installation, construction, extension, and expansion of the City’s water, sanitary, sewer, stormwater, park and transportation systems. A member of the American Society of Civil Engineers, he is solutions-oriented and has a passion for focusing on excellence and sustainability on every project. Jeremy has a Master of Science in Environmental Engineering from Syracuse University and a Bachelor of Science in Civil Engineering from University of Notre Dame.

NBS PROJECT ANALYSTS AND CONSULTANTS

Roles and Responsibilities: Other NBS support staff may be assigned to this project as needed. Under the direction of the project manager, these staff will support the Project Manager as needed with the completion of key aspects of the project’s Task Plan including, but not limited to, Excel model development, data collection and analysis, timeline management, draft reviews, and documentation efforts.

Work Experience: These staff add approximately one to four years of subject matter experience as well as prior professional backgrounds in accounting and financial management experience. All Project Analyst and Consultant staff at NBS have extensive applied skills in analytical software, databases, and spreadsheets, as well as a Bachelor’s level degree from an accredited university.

PROJECT TIMELINE

The following is an overview of a proposed project schedule. We will discuss a detailed schedule at the kickoff meeting, along with the expected timing for individual tasks.

Kickoff Meeting/ Data Gathering	Analysis & Study	Deliver Draft Report	Review/Edit Draft Report	Finalize Report	Implementation
3-4 weeks	6-8 weeks	2-3 weeks	2-3 weeks	2 weeks	2-3 months

PROFESSIONAL FEES

Our professional fees are based on our understanding of City’s needs and the effort we believe is necessary to complete the scope of services described in our proposal. Work will be performed on a time and materials basis, at the hourly labor rates show in the budget table below, with a not-to-exceed fee of \$95,475. **Additional services requested**, such as additional public meetings or additional rate or fee alternatives, can be provided based on these hourly labor rates. All tasks would be mutually agreed upon by NBS and City prior to proceeding.

City of Plymouth - Proposal for Water & Wastewater Rate Studies					
Study Tasks					Grand Totals
	Senior Review (Highstreet)	Engineering Consultant (Tamargo)	Consultant (Taylor/Bou)	Total Consultant Labor (Hrs.)	Consultant Costs (\$)
Hourly Rates	\$250	\$200	\$175		
Water Rate Study					
Task 1 – Kickoff Meeting and Data Collection	1.0	2.0	6.0	9.0	\$ 1,700
Task 2 – Financial Plan	1.0	6.0	24.0	31.0	5,650
Task 3 – Cost of Service Analysis	2.0	6.0	32.0	40.0	7,300
Task 4 – Rate Design Analysis	2.0	6.0	32.0	40.0	7,300
Task 5 – Drought Rate Analysis	1.0	4.0	6.0	11.0	2,100
Task 6 – Regional Bill Comparison	0.0	2.0	8.0	10.0	1,800
Task 7 – Prepare Electronic Rate Model	0.0	0.0	6.0	6.0	1,050
Task 8 – Connection Fee Analysis	2.0	8.0	30.0	40.0	7,350
Task 9 – Prepare Rate Study Report	2.0	4.0	16.0	22.0	4,100
Task 10 – Meetings and Presentations ¹	2.0	4.0	10.0	16.0	3,050
Task 11 – Notice of Public Hearing Mailing ²	0.0	2.0	15.0	17.0	3,025
Expenses (Travel to Meetings) ³					3,000
Subtotal: Water Rate Study	13.0	44.0	185.0	242.0	\$ 47,425
Wastewater Rate Study					
Task 1 – Kickoff Meeting and Data Collection	1.0	2.0	6.0	9.0	\$ 1,700
Task 2 – Financial Plan	1.0	6.0	24.0	31.0	5,650
Task 3 – Cost of Service Analysis	2.0	8.0	35.0	45.0	8,225
Task 4 – Rate Design Analysis	2.0	8.0	40.0	50.0	9,100
Task 5 – Regional Bill Comparison	0.0	2.0	8.0	10.0	1,800
Task 6 – Prepare Electronic Rate Model	0.0	0.0	6.0	6.0	1,050
Task 7 – Connection Fee Analysis	2.0	8.0	30.0	40.0	7,350
Task 8 – Prepare Rate Study Report	2.0	4.0	16.0	22.0	4,100
Task 9 – Meetings and Presentations ¹	2.0	4.0	10.0	16.0	3,050
Task 10 – Notice of Public Hearing Mailing ²	0.0	2.0	15.0	17.0	3,025
Expenses (Travel to Meetings) ³					3,000
Subtotal: Wastewater Rate Study	12.0	44.0	190.0	246.0	\$ 48,050
GRAND TOTAL					\$ 95,475
Optional Site Visits and Presentations					
Labor Cost Per Visit/Presentation					2,000
Travel Expenses per Visit/Presentation(not to exceed)					1,000
Total: Per Optional Visit/Presentation					\$ 3,000

1. Includes progress meetings with City staff, one public presentation and up to two meetings with the City Council.
2. Does not include expenses for printing and mailing, which will be charged as direct expenses with no markups.
3. If all meetings held virtually, no expenses will be incurred or charged.

Additional Services

Should the City specifically request additional services beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization from the City. For additional services, the following hourly rates will apply for the duration of our contract. These rates are inclusive of all costs associated with professional time, such as travel, document production, and incidentals.

Title	Hourly Rate
Director / Senior Review	\$250
Associate Director / Engineer	\$225
Senior Consultant	\$200
Consultant	\$175
Project Analyst	\$150
Project Resource Analyst	\$130
Clerical / Support	\$110

Invoicing

We invoice on a monthly basis, paralleling each phase of completion of the work plan’s tasks. At no time will we invoice for charges in excess of the fee to which the City and NBS mutually agree.

Thank you again for considering us for these important services. Please feel free to reach out to me at 800.676.7516 or smares@nbsgov.com with questions about our proposal or to move forward with preparation of a professional services agreement.

Sincerely,



Sara Mares
Director

APPENDIX | RESUMES

This appendix contains full resumes for our proposed senior-level team members.

EDUCATION

- Master of Science, Agricultural Economics, UC Davis
- Bachelor of Science, Agricultural Business Management, California State University, San Luis Obispo

AFFILIATIONS

- Project Management Professional (2002, No. 52367)
- American Water Works Association (AWWA), Member

PROJECTS | CONT.

- **City of Tracy, Tracy, CA – Sewer Rate Studies:** Has prepared sewer rate updates for the City of Tracy since 1979. Originally done to satisfy SRF requirements, more recent updates focused on cost of service studies.
- **Senior Consultant, San Mateo Clean Water Program, San Mateo, CA.** Overseeing the preparation of the State Revolving Fund loan applications for the \$800M Clean Water Program. These efforts include developing a financial model to evaluate funding scenarios and preparing the application packages.
- **Project Economist, Wastewater Master Plan, Laguna County Sanitation District, Santa Barbara, CA.** Prepared a financial model that estimated user charges and demand fees for various capital improvement scenarios. The model's financial dashboard could vary in growth, timing of projects, escalation rates, financing terms, and rate structure alternatives to develop the appropriate master plan for the District.

HIGHLIGHTS

After retiring from Jacobs Engineering as a senior vice-president, Allan Highstreet has since joined NBS as a technical consultant with the highest level of expertise in water-related financial analyses.

Allan is a senior economist with 41 years of experience in financial planning for water, wastewater, and stormwater utilities, including rate studies, project funding, and cost allocations. He has performed economic assessments, cost analyses, finance plans, and rate studies, including preparing loan applications and related documents for many municipal clients.

RELEVANT PROJECT EXPERIENCE

- **Rowland Water District – Water and Recycled Water Rate Study.** Update water and recycled water rates. Proposed a minor increase in order to fund maintenance of the water system. Update the cost-based rates and drought rates to coincide with the District's Water Shortage Contingency. Objectives for the recycled water system: develop a method for allocating costs in the District's budget to the potable and recycled water systems, establish a financial plan to have recycled water customers bear a greater percentage of their costs.
- **Project Economist, Groundwater Recovery Enhancement and Treatment Program, City of Oxnard, CA.** Prepared a Title 16 feasibility study to obtain a \$20 million grant from U.S. Bureau of Reclamation. This project comprised of a recycled water treatment, conveyance, and injection. Tasks included providing recycled water for groundwater injection and irrigation that would enable the City to build groundwater credits through injection and obtain groundwater allocations from agricultural users who would use recycled water in lieu of groundwater. Allocations and credits could then be used to make up the City's water supply deficit.
- **Project Economist, Finance Planning Framework, California Water Plan, California Department of Water Resources, CA.** Assisting in preparing the Finance Planning Framework for the 2013 and 2018 California Water Plan. The effort includes describing the current financial setting, developing approaches to prioritizing investments, and developing a menu of available financing strategies.
- **Merced Irrigation District, Merced, CA – Water Cost of Service Study:** Prepared a cost-of-service study that estimated user charges and fees for the water deliveries within the District. Also prepared the Proposition 218 material for the vote to enact the rates.
- **Byron Bethany Irrigation District, Byron, CA – Water Cost of Service Study:** Prepared a cost-of-service study that estimated user charges for the water deliveries within the District. Also prepared the Proposition 218 material for the vote to enact the rates.
- **Westlands Water District, CA – Evaluating Land Based Assessments:** Led an evaluation of possible land based assessments in the District, then prepared an Engineers Report to implement a benefit assessment for the District.
- **Oakdale Irrigation District, Oakdale, CA – Water Rate Study:** Prepared a cost-of-service study that estimated user charges for the water deliveries within the District. This study moved the District from a flat rate to tiered volumetric rates to comply with the Water Conservation Act of 2009 (SBx 7-7). Also prepared the Proposition 218 material for the vote to enact rates.

EDUCATION

- Master of Science, Environmental Engineering, Syracuse University
- Bachelor of Science, Civil Engineering, University of Notre Dame
- Certificate, Advanced Study in Sustainable Enterprise, Syracuse University

PROFESSIONAL AFFILIATION

- American Society of Civil Engineers

HIGHLIGHTS

- Experience in both public and private sectors
- Civil engineering design
- Utility master planning
- Development review
- Mapping and analysis in ArcGIS
- AutoCAD

BIOGRAPHY

NBS staff member Jeremy Tamargo has nearly a decade of professional civil engineering experience in both the public and private sectors. *He is a licensed professional engineer in the State of Oregon and has an application in technical review with the California Board for Professional Engineers, Land Surveyors, and Geologists for comity licensure in the State of California.

Jeremy's recent experience for local public agencies as an Assistant City Engineer and Principal Engineer included the following activities:

- Supervising, planning, designing, and inspecting all phases of civil engineering public works construction projects
- Defining the scope of the project; securing adequate funding from Federal and State grant programs and other funding sources
- Coordinating with permitting and public utility agencies
- Performing historical document research and review
- Surveying and engineering analysis of alternatives
- Preparing plans, specifications, and cost estimates
- Performing research, map, and field studies and surveys
- Drafting site plans with specialized computer software
- Applying engineering principles and practices to specific problems
- Coordinating construction schedules with other projects and agencies
- Preparing and reviewing cost estimates and inspecting construction of projects to ensure compliance with construction documents
- Reviewing compliance criteria for the design and construction of streets, sidewalks, and public utilities

Jeremy also has experience in civil engineering design and preparing utility management plans for both private and public developments. Specific duties included:

- Site characterization
- Delineating drainage basins
- Performing hydrologic calculations
- Designing stormwater facilities to meet water quality and water quantity standards
- Conveyance modeling
- Inlet capacity calculations
- Creating operations and maintenance plans



32605 Temecula Parkway, Suite 316
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

January 5, 2026

Cameron Begbie
Interim City Manager
City of Plymouth
9426 Main Street
Plymouth, CA 95669

Subject: Amendment to Original Agreement Dated April 27, 2023

Dear Mr. Begbie,

NBS would like to thank you for the opportunity to continue providing Water Fee Study & Wastewater Fee Study services for the City of Plymouth (“City”) as referenced above. This amendment will add the necessary fees in order rework and complete the studies due to the City’s previous delays. These additional fees will be added to our existing agreement with the City. All other provisions of the existing contract between the City and NBS remain in effect. We look forward to continuing our professional relationship.

Please review and upon signing, email one copy to contracts@nbsgov.com.

Fees

Consulting Fee (Additional)	\$3,000
Estimated Expenses ⁽¹⁾ (Additional)	\$2,000
Total Not to Exceed (Additional)	\$5,000

⁽¹⁾ See description of expenses below

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

CITY’S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS’ requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, “Information”) supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

5.3



CITY COUNCIL AGENDA ITEM NO. 5.3
01/08/2026

SUBJECT: Application for Encroachment Permit – COMCAST / Mastec North America – Underground Utility Work

DEPARTMENT: City Manager

STAFF: Interim City Manager Cameron Begbie

TITLE

RECEIVE APPLICATION FOR ENCROACHMENT PERMIT FOR COMCAST / MASTEC NORTH AMERICA

BACKGROUND

The City has received an Encroachment Permit Application from COMCAST / Mastec North America, whose business address is 12687 Manthey Road, Lathrop, CA 95330. The proposed work consists of underground utility installation at various locations throughout the City of Plymouth. As part of the project, the applicant will provide all necessary traffic control measures to ensure public safety during construction activities.

The application identifies an estimated start date of January 5, 2026, with an anticipated completion date of April 30, 2026. Because the application is being reviewed after the originally anticipated start date, staff is currently uncertain whether issuance of this permit at this time will modify or extend the applicant's projected completion timeline.

The requested encroachment involves work within the public right-of-way for the installation of underground communications infrastructure. Staff has reviewed the submitted materials and finds that the scope of work is consistent with standard utility improvements typically accommodated within City rights-of-way.

ENVIRONMENTAL DETERMINATION

This action does not constitute a "project" under the California Environmental Quality Act



CITY COUNCIL AGENDA ITEM NO. 5.3
01/08/2026

FISCAL IMPACT

Fiscal impact is limited to staff time.

RECOMMENDATION

Receive the Application for Encroachment Permit submitted by COMCAST / Mastec North America.

ATTACHMENT(S)

1. Encroachment Application
2. Map of work

APPLICATION FOR ENCROACHMENT PERMIT

To perform work or encroach on a City Street, Easement, or Property

To: CITY OF PLYMOUTH
P.O. Box 429
Plymouth, CA 95669

Date: 12/19/2025

Applicant's/Contractor's Name: COMCAST / Mastec North America

Address: [REDACTED] Lathrop, CA 95330 Phone No: 209-[REDACTED]-[REDACTED]

Cost Estimate of Work: \$ 11000

The applicant hereby applies for permission to excavate, construct, and/or otherwise encroach on a City street, right of way, easement or property, by performing the following work:

LOCATION OF ENCROACHMENT:

9311 Estey Way & Various Locations, Plymouth

TYPE OF ENCROACHMENT:

Excavation _____

UG Utility _____

Obstruction _____

Water/Sewer _____

AP# _____

Road/Driveway _____

Other (explain) _____

Sketch in Space Below: (Submit plans when required.)

Please see attached plans.

Perform traffic control to replace 1 pedestal vault, and perform splicing at 32 existing locations for Comcast services.

Estimated starting date: 1/5/2026

Estimated completion date: 4/30/2026

The applicant agrees to do the work proposed in accordance with the accompanying conditions and regulations regarding encroachments.

Sydney Saeslee
Signature of Applicant

Work Address: 9311 Estey Way & Various Locations, Plymouth, CA

- Work Description: Perform traffic control to replace 1 pedestal vault, and perform splicing at 32 existing locations for Comcast services.
- Traffic Control = 5 Days



MASTEC COMMUNICATIONS GROUP
 CVPERMITTING@MASTEC.COM
 JB2325541

BUILD

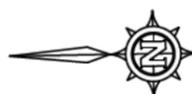
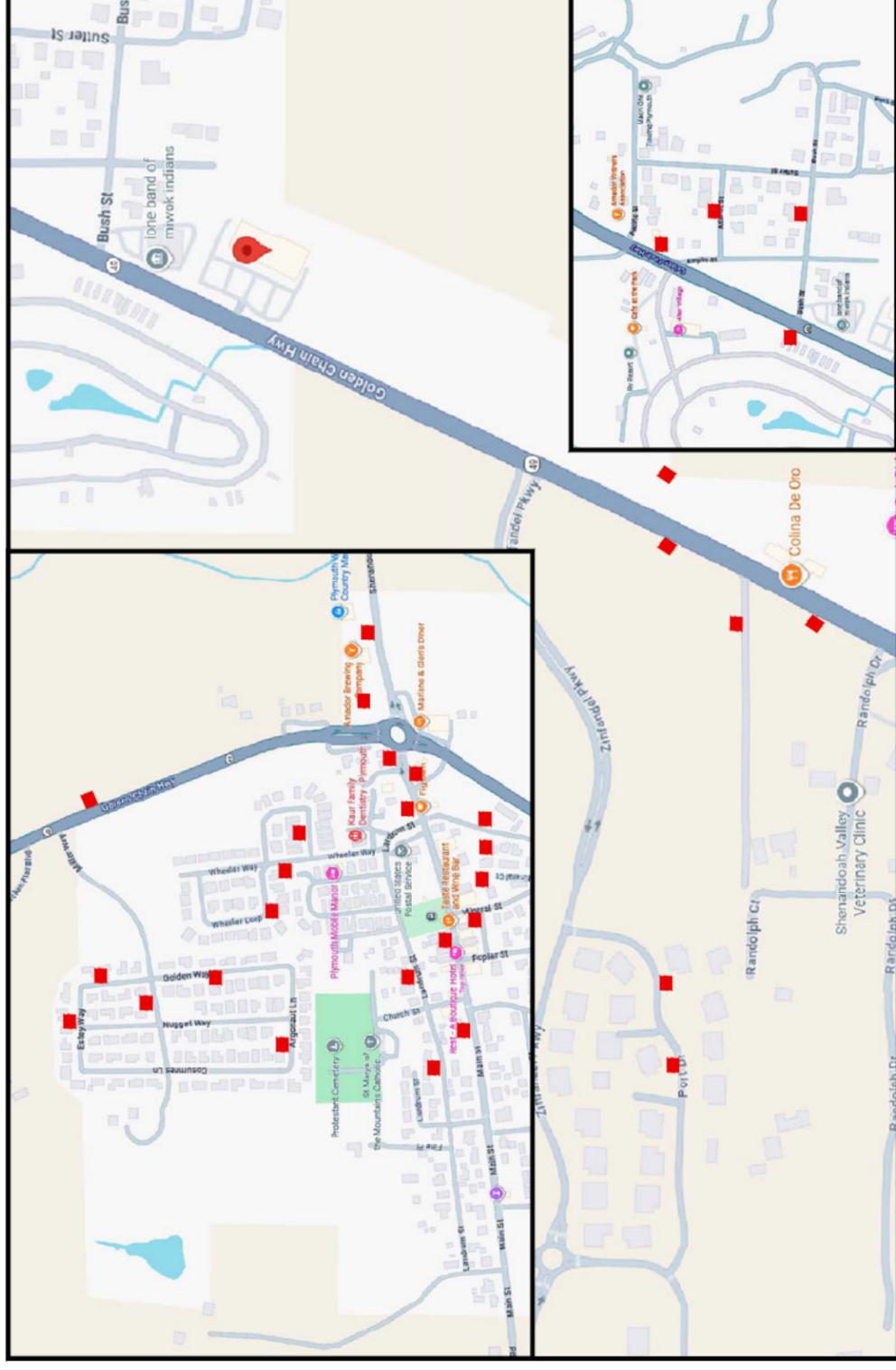
- EXISTING NODE PED(S): 09
- EXISTING POLE(S): 22
- REPLACE PED(S): 01

SHEET INDEX

- Cover-Title #1
- Symbology & Abbreviations #2
- Storm Water Protection Plan #3
- Traffic Control Plans #4-35
- Underground Details #36

VICINITY MAP

WORK AREAS SHOWN AS (■)



SCALE: NONE

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL		
REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025



PROJ#: JB2325541

CONSTRUCTION TYPE: SPLICING

SYSTEM: PLYMOUTH

NODE:



276 Clayton Rd
 Concord, CA 94521
 925-468-2159
 e-331 planning@gmail.com
 www.planning.com

LINETYPES

	PROPOSED BORE ROUTE
	PROPOSED TRENCH ROUTE
	NEW AERIAL ROUTE
	OVERPULL/EXISTING COMCAST CONDUIT
	EXISTING TELEPHONE SYSTEM
	EXISTING ELECTRICAL SYSTEM
	EXISTING GAS SYSTEM
	EXISTING TV SYSTEM
	EXISTING IRRIGATION SYSTEM
	EXISTING JOINT TRENCH
	EXISTING SANITARY SEWER
	EXISTING STORM DRAIN
	EXISTING WATER LINE
	EXISTING FENCELINE
	ROADWAY CENTER LINE
	PROPERTY LINE
	PG&E LINE
	COMMUNICATION LINE

ABBREVIATIONS

COMCAST	COMCAST	PL	PROPERTY LINE
CL	CENTER LINE	PUE	PUBLIC UTILITY EASEMENT
(E)	EXISTING	R/W	RIGHT OF WAY
(N)	NEW	BOW	BACK OF WALK
FOC	FACE OF CURB	SD	EXISTING STORM DRAIN
MIN	MINIMUM	SS	EXISTING SANITARY SEWER
MAX	MAXIMUM	T	EXISTING TELEPHONE
D/W	DRIVEWAY	W	EXISTING WATER
O/S	OFFSET	R/R	REMOVAL/REPAIR

SYMBOLS

	NEW COMCAST POWER SUPPLY
	NEW COMCAST LOW PROFILE
	POWER SUPPLY W/ METER
	NEW COMCAST VAULT
	NEW COMCAST PEDESTAL
	BORE PIT
	NEW RISER ATTACHED TO POLE
	EXISTING POLE
	EXISTING COMCAST VAULT
	EXISTING COMCAST PEDESTAL
	EXISTING IRRIGATION VAULT
	EXISTING UTILITY VAULT/PEDESTAL
	GAS/WATER VALVE
	TREE/BUSHES
	TRANSFORMER
	STREET LIGHT
	TRAFFIC SIGNAL COMBINATION
	FIRE HYDRANT
	MONUMENT
	CATCH BASIN
	STORM DRAIN MANHOLE
	WATER MANHOLE
	SANITARY SEWER MANHOLE
	SEWER CLEAN OUT
	ELECTRIC MANHOLE
	UNIDENTIFIED MANHOLE
	WATER METER
	GAS METER

GENERAL NOTES:

- ALL VAULTS / HANDHOLES TO BE EQUIPPED WITH SECURITY LIDS WITH LOCKING BOLTS.
- GROUND RESTORATION/RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ALL 90 DEGREE BENDS IN CONDUIT CONSTRUCTION WILL BE A MINIMUM OF 36" RADIUS UNLESS SPECIFIED OTHERWISE.
- BURIED FIBER OPTIC WARNING SIGNS SHALL BE PLACED AT EACH SIDE OF ALL ROAD CROSSINGS, AT CULVERTS, DITCHES AND IN A STRAIGHT LINE OF SIGHT SPACING OF APPROXIMATELY 500 FEET.
- DEVIATIONS FROM THE ENGINEERED ROUTE REQUIRES A PROJECT MANAGER AND RIGHT-OF-WAY OWNER OF CARETAKER APPROVAL PRIOR TO CONSTRUCTION.
- WHERE PERMITS FROM STATE, COUNTY, CITY, RAILROAD OR GOVERNMENT AGENCIES ARE REQUIRED, ALL WORK PERFORMED WILL COMPLY WITH THESE AGENCIES STANDARD SPECIFICATIONS.
- THE PROJECT MANAGER WILL NOTIFY BUILDING MANAGEMENT WHEN WORK WILL BEGIN ON BUILDING. CONTRACTOR TO COORDINATE ROOM ACCESS AND WORK START AND STOP TIMES WITH BUILDING MANAGEMENT.
- THE PROJECT MANAGER IS TO BE NOTIFIED BY THE CONTRACTOR 24 HOURS PRIOR TO CONSTRUCTION. SEE COMPANY CONTACT LIST FOR CONTACT NAME(S) AND TELEPHONE NUMBER(S).
- THE PROJECT MANAGER WILL RESERVE THE RIGHT TO INSPECT AT ANY TIME THE WORK BEING PERFORMED BY THE CONTRACTOR. IF PROJECT MANAGER DETERMINES THAT THE WORK IS NOT BEING PERFORMED TO MINIMUM QUALITY STANDARDS, THEN THE CONTRACTOR SHALL PROVIDE REWORK AT HIS OWN COST.
- ANY CHANGE IN PROJECT SCOPE, INCLUDING BUT NOT LIMITED TO, CONDUIT LENGTH, CONDUIT PATH, AERIAL PATH ETC. MUST BE APPROVED BY THE PROJECT MANAGER.
- ALL CORING/CONSTRUCTION THAT WILL CAUSE NOISE AND/OR VIBRATION SHALL BE DONE WITHIN ALLOWED (9AM-3PM) BUSINESS HOURS.
- ANY AND ALL UNDERGROUND UTILITIES ENCOUNTERED ARE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR, IF DAMAGED.
- ALL FOOTAGES ARE BASED ON FIELD GATHERED MEASUREMENTS, AS SUCH SOME VARIANCE SHOULD BE ANTICIPATED. ADJUST AS NEEDED.
- ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36" MINIMUM COVER. SITE HAS POTENTIAL FOR ROCK THAT WOULD PREVENT THE ABILITY TO PROVIDE THE MINIMUM COVER, IN CASES WHERE THE MINIMUM COVER CAN NOT BE ACHIEVED, THE CONDUIT SHALL BE PLACED IN A SCH 40 EMT SLEEVE OR APPROVED EQUIVALENT.
- WATER, SEWER, STORM SEWER AND EASEMENT LOCATIONS ARE BASED OFF OF CITY MAPS, NOT FIELD VERIFIED.
- BORING OF AC PAVING IS REQUIRED AT ALL LOCATIONS AS INDICATED ON PLANS.
- AT NO TIMES SHALL CURBS, GUTTERS OR HANDICAP BE DISTURBED.
- DOOR HANGERS ARE TO BE PLACED A MINIMUM OF 182 HOURS PRIOR TO START OF CONSTRUCTION.
- PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL PLACE MESSAGE BOARDS STATING LANE CLOSURES, AND DELAYS A WEEK IN ADVANCE. LOCATION OF THE MESSAGE BOARD SHALL BE COORDINATE WITH THE CITY INSPECTOR AT THE PRE-CONSTRUCTION MEETING.
- LANE CLOSURES CANNOT EXCEED MORE THAN 300 FT. AT A TIME. FOR SAFETY PURPOSES THERE SHALL BE ONLY ONE CLOSURE AT A TIME ALONG ESTEY WAY & NUGGET WAY. MORE FLAGGERS WILL BE NECESSARY TO HELP VEHICLES AND PEDESTRIANS IN THE WORK ZONES DURING THE LANE CLOSURES.

FIBER PLACEMENT NOTES:

- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. SEE LOCAL DIRECTORY FOR CONTACT TELEPHONE NUMBER OF LOCAL CALL BEFORE YOU DIG AGENCY.
- CONTRACTOR SHALL RECORD SEQUENCE # OF FIBER CABLE AT EVERY WORK POLE, MANHOLE, FIBER STORAGE LOOP AND TAIL LOCATION. CONTRACTOR TO PROVIDE PROJECT MANAGER WITH SEQUENCE NUMBERS AT PROJECT COMPLETION.
- SLACK LOOP AND SNOWSHOE STORAGE LOCATIONS SHALL BE DETERMINED ON CONSTRUCTION DRAWINGS. HOWEVER, REEL LENGTHS OF FIVE HUNDRED FEET (500') OR LESS ON LARGE COUNT FIBER OR THREE HUNDRED (300') OR LESS ON SMALL COUNT FIBER ARE DIFFICULT TO USE AND SHOULD BE PLACED AS FSL'S, NOT CUT AND RETURNED.
- FIBER OPTIC IDENTIFICATION TAGS SHALL BE PLACED AT EVERY WORK POLE, MANHOLE, FIBER, STORAGE LOOPS, SPLICE CASES AND WHERE INDICATED BY PROJECT MANAGER. TAGS NEED TO BE PLACED SO AS TO BE READ FROM THE GROUND.
- CABLE LUBRICATION SHALL BE USED TO REDUCE PULLING TENSION. LUBRICANTS MUST NOT CONTAIN ANY PETROLEUM PRODUCTS.
- A 100 FOOT FIBER COIL MUST REMAIN IN ALL VAULTS UNLESS OTHERWISE NOTED.
- ALL BURIED INFRASTRUCTURE MUST BE ACCOMPANIED WITH WARNING TAPE AND A TRACER WIRE, AT RISER POLES THE LOCATE WIRE SHALL BE ACCESSIBLE AT THE BASE OF THE RISER.
- ALL RISERS WILL BE CAPPED AT ALL TIMES.
- ALL FIBER SHALL BE MARKED AS TO DIRECTION IN EACH VAULT. RED-NORTH, GREEN-SOUTH, YELLOW-EAST, AND BLUE-WEST, DO NOT TAPE FIBER CABLES TOGETHER IN RISER.

DISCLAIMER:

- IT IS THE RESPONSIBILITY OF THE CONSTRUCTION CONSTRUCTOR TO VERIFY ALL RIGHT OF WAY BEFORE CONSTRUCTION IS TO BEGIN. NO UNDERGROUND INSTALLATION REPRESENTED WITHIN THESE PLAN SHEETS IS PROPOSED OUTSIDE OF THE RIGHT OF WAY.
- THE UNDERGROUND ROUTE DEPICTED IS PRELIMINARY AND WILL/MAY VARY ONCE UTILITIES HAVE BEEN FIELD LOCATED.
- ANCHORING FOR THE AERIAL CONSTRUCTION IS TYPICALLY DETERMINED DURING CONSTRUCTION AND IS COLLECTED IN THE AS-BUILT PHASE.



IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

DESIGN: N/PE	REV	DESCRIPTION	DATE
DRAWN BY: IB/AF	0	ISSUE FOR PERMIT	10/06/2025
DRAWN BY:			
APPROVED:			
APPROVED:			



PROJ#: JB2325541

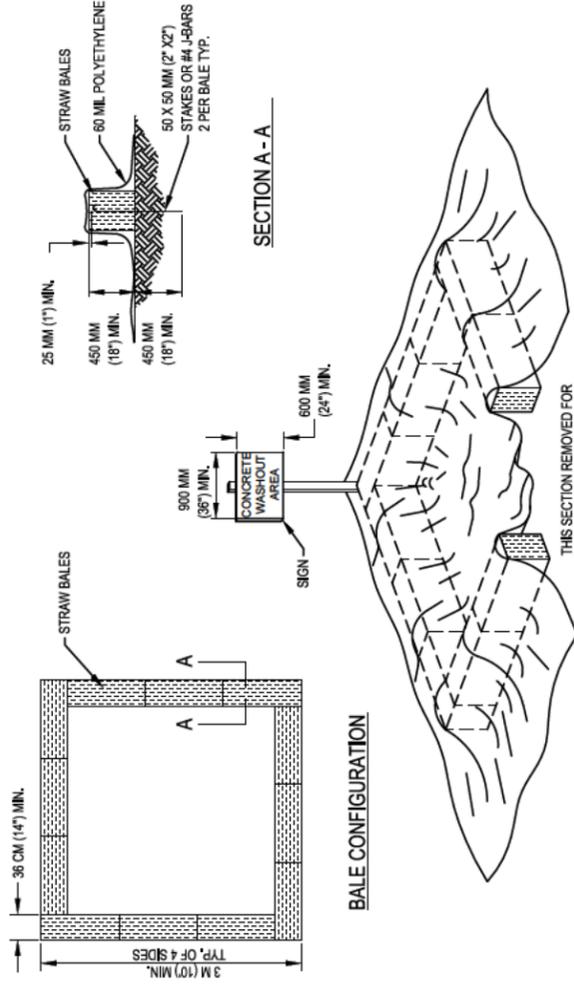
CONSTRUCTION TYPE: SPLICING

SYSTEM: PLYMOUTH

NOTE:



STORM WATER PROTECTION PLAN

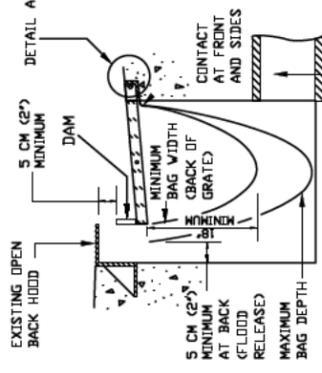


CONCRETE WASHOUT

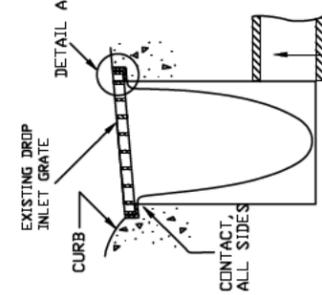
- NOTES:
- 1.) FACE SIGN TOWARD NEAREST STREET OR ACCESS POINT.
 - 2.) CONCRETE WASHOUT SHALL BE LOCATED BEHIND THE CURB AND 15 M (50 FT.) MINIMUM FROM DRAINAGE INLETS OR WATERCOURSES

THIS SECTION REMOVED FOR GRAPHICAL REPRESENTATION ONLY. STRAW BALE PERIMETER SHALL BE CONTINUOUS.

FILTER BAG PLACEMENT AT TYPE B AND E DROP INLETS



FILTER BAG PLACEMENT AT TYPE A, C, D, & F DROP INLETS AND PARKING LOTS

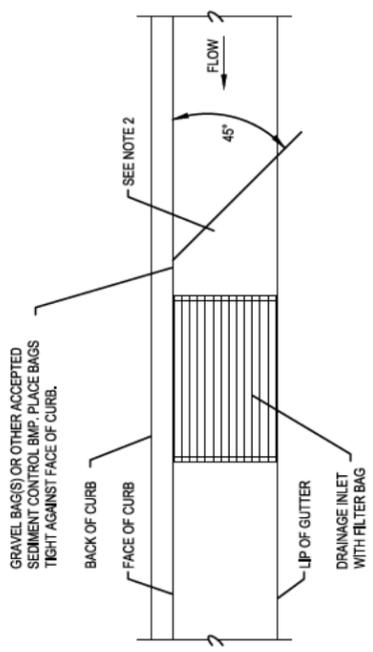


NOTES

1. THE MAXIMUM DRAINAGE AREA PER FILTER BAG SHALL BE NO MORE THAN 0.8 HECTARES (2 ACRES).
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 240 LBS PER LINEAL FOOT, AN EQUIVALENT OPENING SIZE OF 1.5 MM (1/16") PER SQUARE FOOT, AND A MINIMUM FLOW RATE OF 40 GALLONS/MINUTE/SG FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD), PROVIDING NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT BE CAUSED TO REST MORE THAN 13MM (.5") ABOVE THE INLET FRAME (SEE DETAIL A).
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS.

STORM DRAIN INLET FILTER BAG

INLET SEDIMENT CONTROL



PLAN VIEW

- NOTES:
- 1.) SEDIMENT TRAPPED UPSTREAM OF SEDIMENT CONTROL BMP SHALL BE REMOVED WEEKLY AND PRIOR TO A RAINFALL EVENT.
 - 2.) PLACE BMP'S TIGHTLY TOGETHER AT JOINTS TO PREVENT OR MINIMIZE SEEPAGE AT JOINTS.

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.I.P.E
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:



PROJ#: JB2325541
CONSTRUCTION TYPE: SPLICING
SYSTEM: PLYMOUTH
NODE:

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

LEGEND

• Traffic Cone or Delimiter

■ Sign

→ Direction of Travel
(Not a pavement marking)

⚡ Flashing Arrow Sign (Where Required)
Refer to Page 7 of Caltrans manual
Type A, Type I, or Type II.

R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



SCALE: 1" = 40'



PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (1 OF 32)

SYSTEM: PLYMOUTH

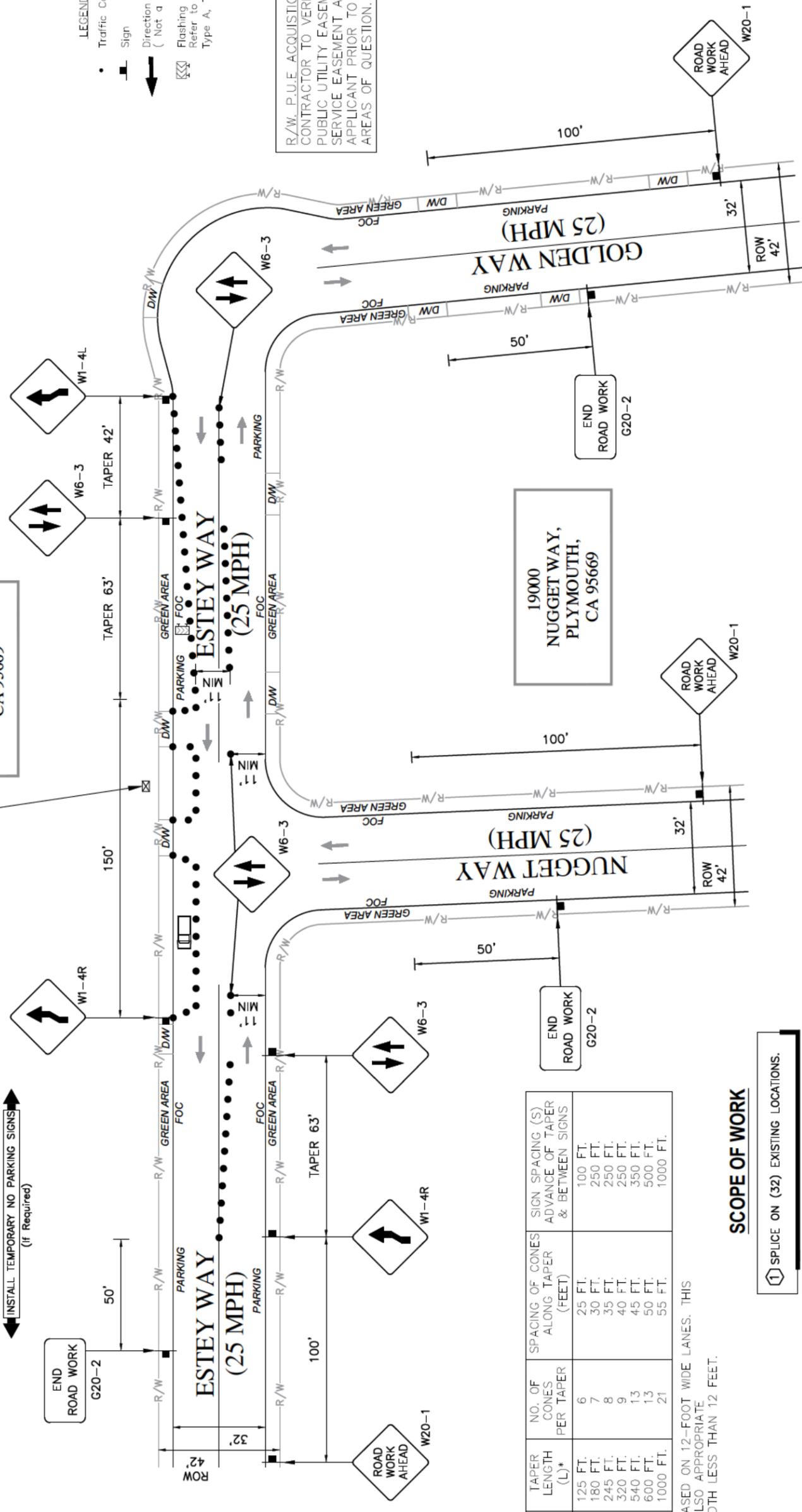
SHEET: 4 OF 36

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. CALL TOLL-FREE 48 HOURS BEFORE YOU DIG UNDERGROUND SERVICE ALERT 1-800-227-2600



EXISTING NODE PED SPlice & ACTIVATION (WORK UNDERGROUND)

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
INSTALL TEMPORARY NO PARKING SIGNS (If Required)



APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	540 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

———— R/W ————— RIGHT OF WAY

CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P.E
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

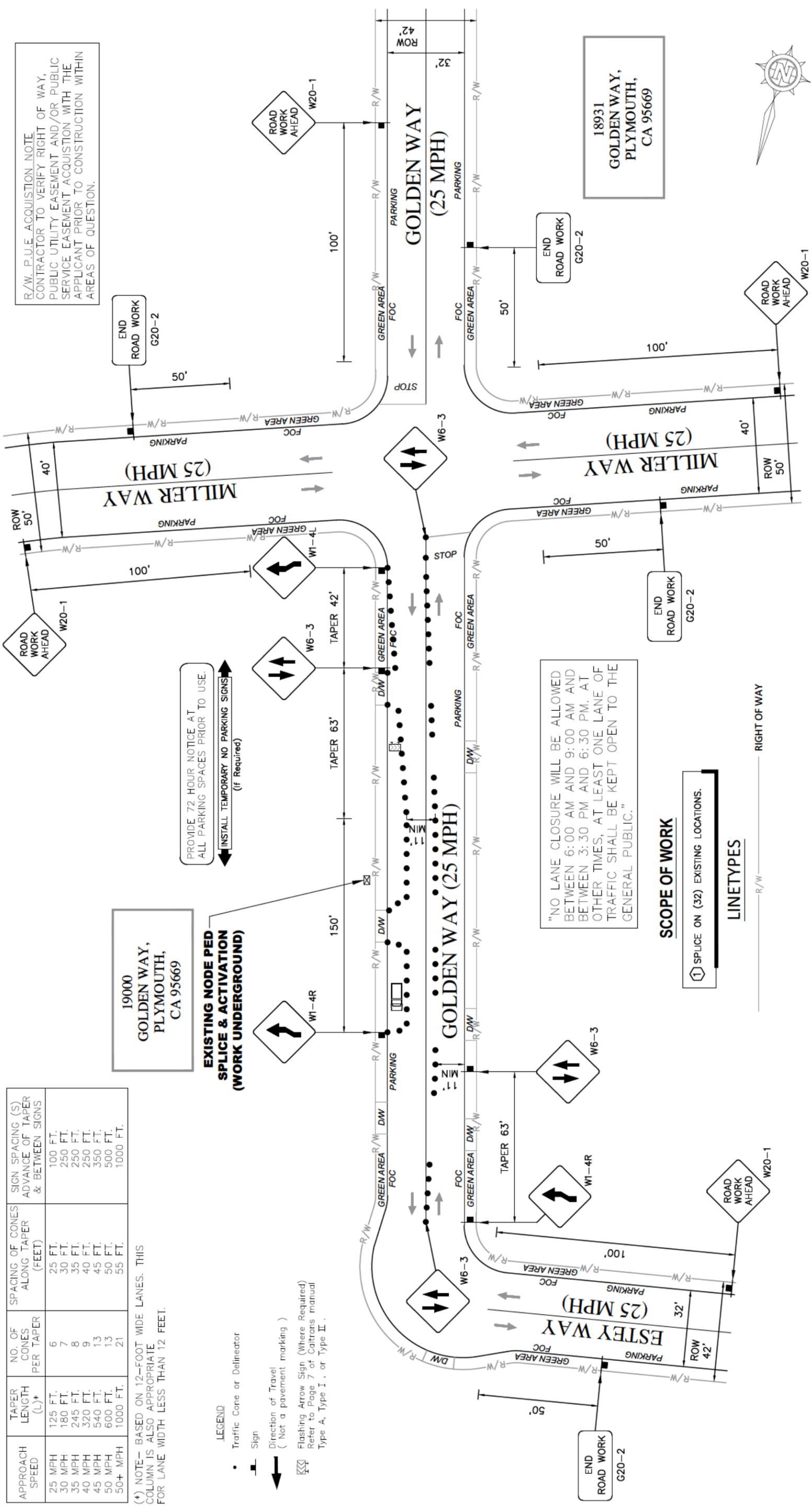
LEGEND

- Traffic Cone or Delineator
- Sign
- Direction of Travel (Not a pavement marking)
- ⚡ Flashing Arrow Sign (Where Required) Refer to Page 7 of Caltrans manual Type A, Type I, or Type II.

EXISTING NODE PED SPLICE & ACTIVATION (WORK UNDERGROUND)

19000
GOLDEN WAY,
PLYMOUTH,
CA 95669

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
INSTALL TEMPORARY NO PARKING SIGNS (If Required)



"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ——— RIGHT OF WAY

R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY,
PUBLIC UTILITY EASEMENT AND/OR PUBLIC
SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN
AREAS OF QUESTION.



SCALE: 1"= 40'

18931
GOLDEN WAY,
PLYMOUTH,
CA 95669

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

Mastec
Communications Group

PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (2 OF 32)
SYSTEM: PLYMOUTH
NODE:

4746 Clayton Rd,
Concord, CA, 94521
☎ (925) 498-2159
✉ splanning@gmail.com
www.splanning.com

SCALE: 1"= 40'

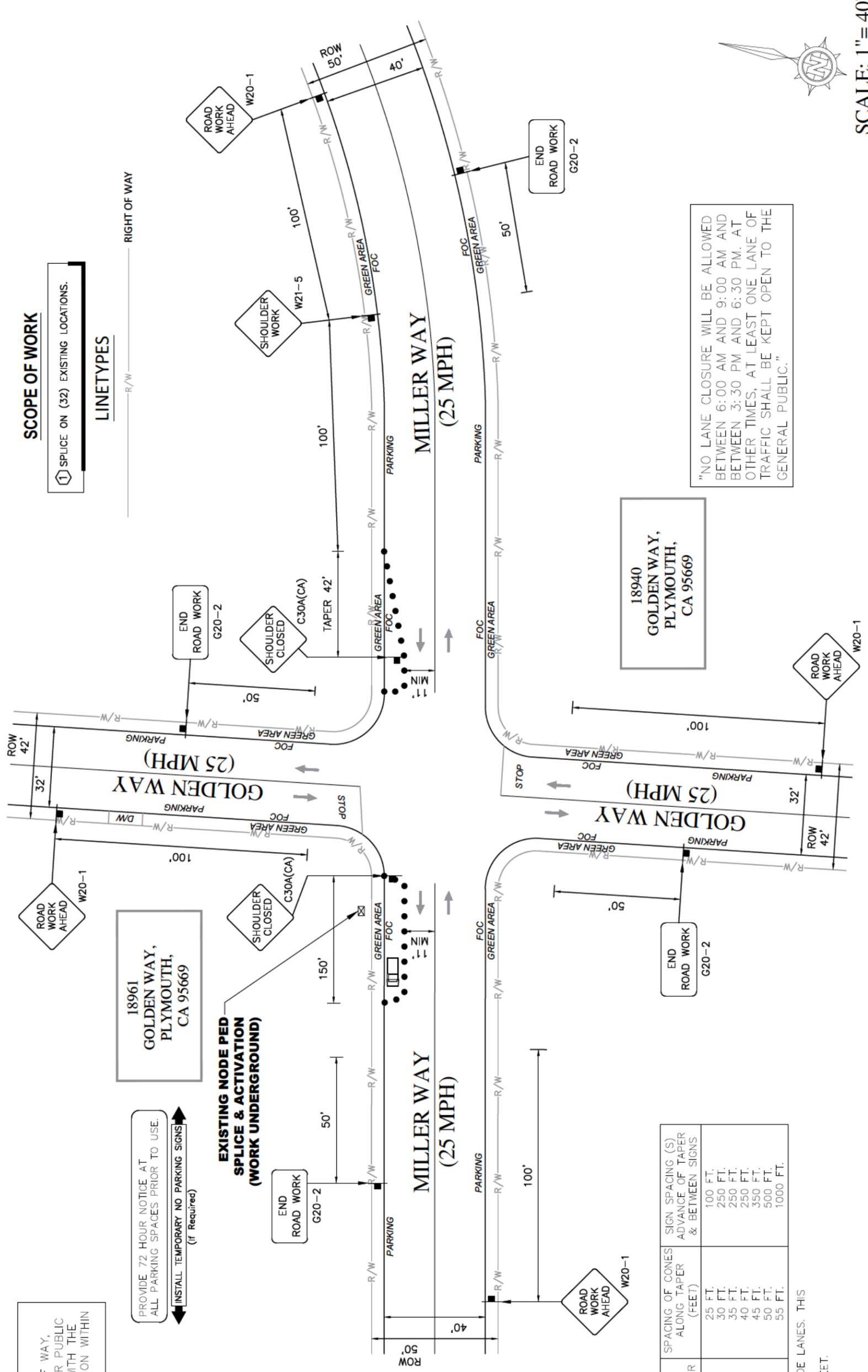
18931
GOLDEN WAY,
PLYMOUTH,
CA 95669

R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY,
 PUBLIC UTILITY EASEMENT AND/OR PUBLIC
 SERVICE EASEMENT ACQUISITION WITH THE
 APPLICANT PRIOR TO CONSTRUCTION WITHIN
 AREAS OF QUESTION.

PROVIDE 72 HOUR NOTICE AT
 ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS
 (If Required)

LEGEND
 • Traffic Cone or Delineator
 □ Sign
 → Direction of Travel
 (Not a pavement marking)

EXISTING NODE PED
 SPLICE & ACTIVATION
 (WORK UNDERGROUND)



SCOPE OF WORK
 ① SPLICE ON (32) EXISTING LOCATIONS.
 LINETYPES
 R/W RIGHT OF WAY

"NO LANE CLOSURE WILL BE ALLOWED
 BETWEEN 6:00 AM AND 9:00 AM AND
 BETWEEN 3:30 PM AND 6:30 PM. AT
 OTHER TIMES, AT LEAST ONE LANE OF
 TRAFFIC SHALL BE KEPT OPEN TO THE
 GENERAL PUBLIC."

18940
 GOLDEN WAY,
 PLYMOUTH,
 CA 95669

18961
 GOLDEN WAY,
 PLYMOUTH,
 CA 95669

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

SCALE: 1" = 40'

CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

IMPORTANT NOTICE
 Section # 4216/4217 of the Government Code requires a
 Dig Alert Identification Number to be issued before a
 "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600



Mastec
 Communications Group
 4746 Clayton Rd,
 Concord, CA, 94521
 (925) 408-2159
 splanning@gmail.com
 www.splanning.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (3 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

4746 Clayton Rd,
 Concord, CA, 94521
 (925) 408-2159
 splanning@gmail.com
 www.splanning.com

SHEET: 6 OF 36

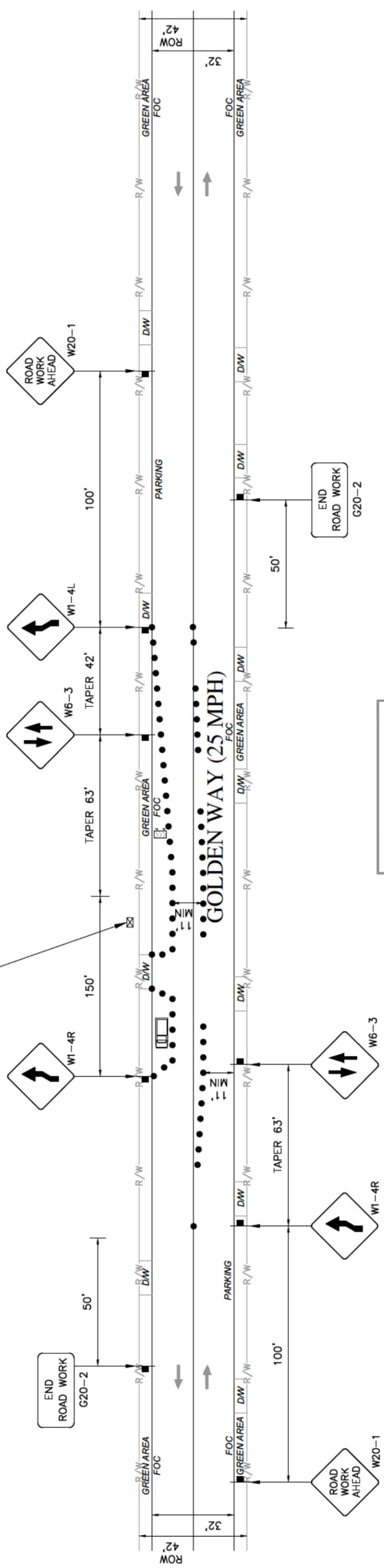
R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY,
 PUBLIC UTILITY EASEMENT AND/OR PUBLIC
 SERVICE EASEMENT ACQUISITION WITH THE
 APPLICANT PRIOR TO CONSTRUCTION WITHIN
 AREAS OF QUESTION.

- LEGEND**
- Traffic Cone or Delineator
 - Sign
 - Direction of Travel
(Not a pavement marking)
 - Ⓜ Flashing Arrow Sign (Where Required)
Refer to Page 7 of Caltrans manual
Type A, Type I, or Type II.

18910
 GOLDEN WAY,
 PLYMOUTH,
 CA 95669

**EXISTING NODE PED
 SPLICE & ACTIVATION
 (WORK UNDERGROUND)**

PROVIDE 72 HOUR NOTICE AT
 ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS
 (if Required)



18891
 GOLDEN WAY,
 PLYMOUTH,
 CA 95669

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."



SCALE: 1"= 40'

CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:



IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600



PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (4 OF 32)

SYSTEM: PLYMOUTH

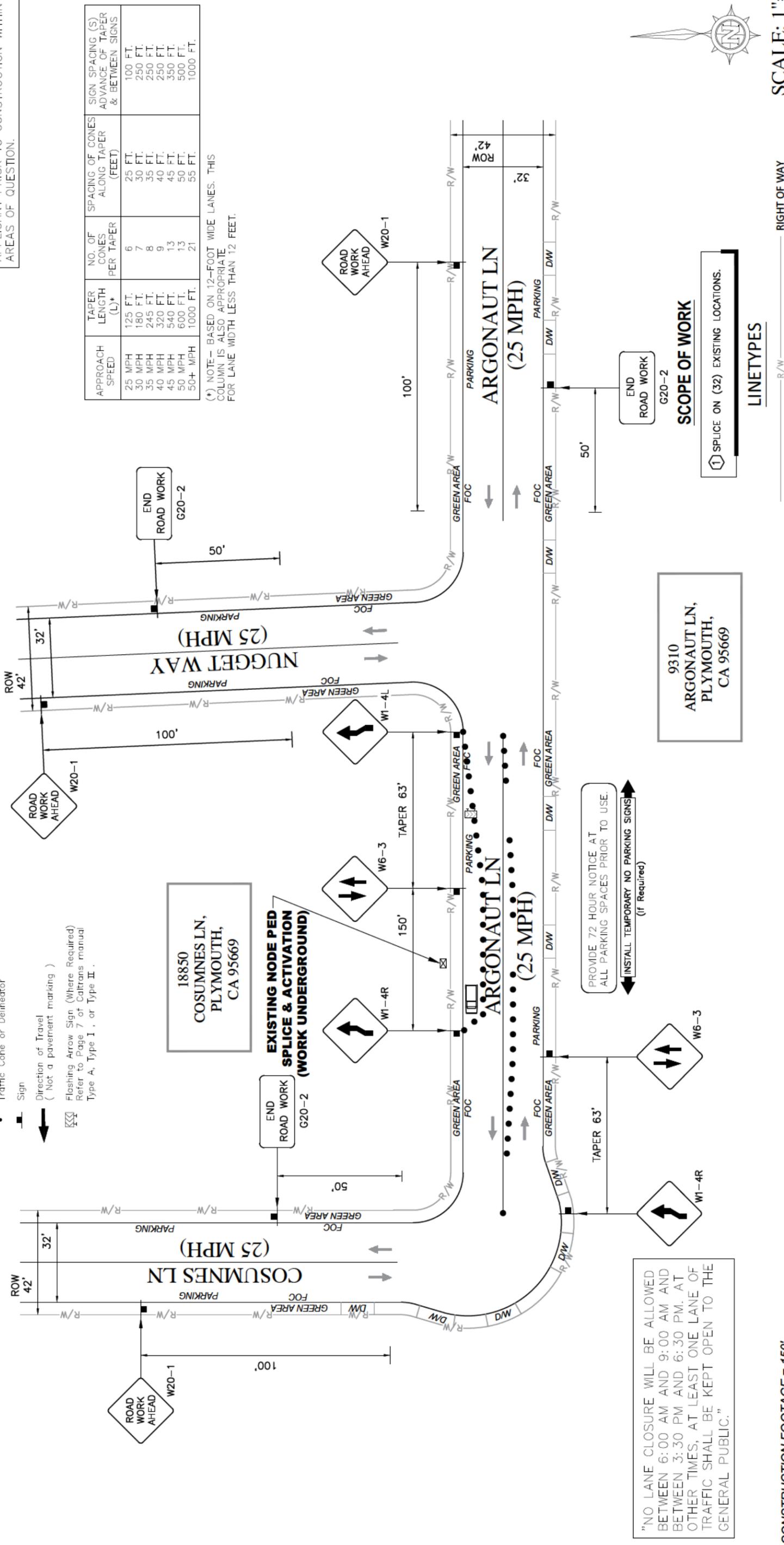
NOTE:



4746 Clayton Rd.
 Concord, CA, 94521
 (925) 498-2159
 splanneng@gmail.com
 www.planneng.com

R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY,
 PUBLIC UTILITY EASEMENT AND/OR PUBLIC
 SERVICE EASEMENT ACQUISITION WITH THE
 APPLICANT PRIOR TO CONSTRUCTION WITHIN
 AREAS OF QUESTION.

- LEGEND**
- Traffic Cone or Delineator
 - Sign
 - Direction of Travel
(Not a pavement marking)
 - Flashing Arrow Sign (Where Required)
Refer to Page 7 of Caltrans manual
Type A, Type I, or Type II.



APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

9310
 ARGONAUT LN,
 PLYMOUTH,
 CA 95669

END ROAD WORK
 G20-2

SCOPE OF WORK

SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

RIGHT OF WAY

SCALE: 1" = 40'



THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

Mastec
 Communications Group

4746 Clayton Rd,
 Concord, CA, 94521
 (925) 408-2159
 splanning@gmail.com
 www.splanning.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (5 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

SCALE: 1" = 40'

SHEET: 8 OF 36

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

SCOPE OF WORK

1 SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

R/W

RIGHT OF WAY

G20-2

50'

PARKING

R/W

FOC

DW

GREEN AREA

FOC

R/W

100'

PARKING

R/W

FOC

DW

GREEN AREA

FOC

R/W

50'

END ROAD WORK

WHEELER LOOP (25 MPH)

FOC

R/W

100'

PARKING

R/W

FOC

DW

GREEN AREA

FOC

R/W

100'

PARKING

R/W

FOC

DW

GREEN AREA

FOC

R/W

50'

PARKING

R/W

FOC

DW

GREEN AREA

FOC

R/W

100'

PARKING

R/W

FOC

DW

GREEN AREA

FOC

R/W

50'

END ROAD WORK

ROAD WORK AHEAD

W20-1

SHOULDER WORK

W21-5

SHOULDER CLOSED

C30A(CA)

9416

WHEELER LOOP, PLYMOUTH, CA 95669

EXISTING NODE PED SPlice & ACTIVATION (WORK UNDERGROUND)

INSTALL TEMPORARY NO PARKING SIGNS (If Required)

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.

11' MIN

TAPER 42'

150'

150'

50'

32'

32'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

42'

R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

LEGEND
• Traffic Cone or Delineator
■ Sign
→ Direction of Travel (Not a pavement marking)



SCALE: 1" = 40'

Mastec Communications Group
4746 Clayton Rd., Concord, CA, 94521
(925) 408-2159
planning@mastec.com
www.planning.com

PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (6 OF 32)
SYSTEM: PLYMOUTH
NODE:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

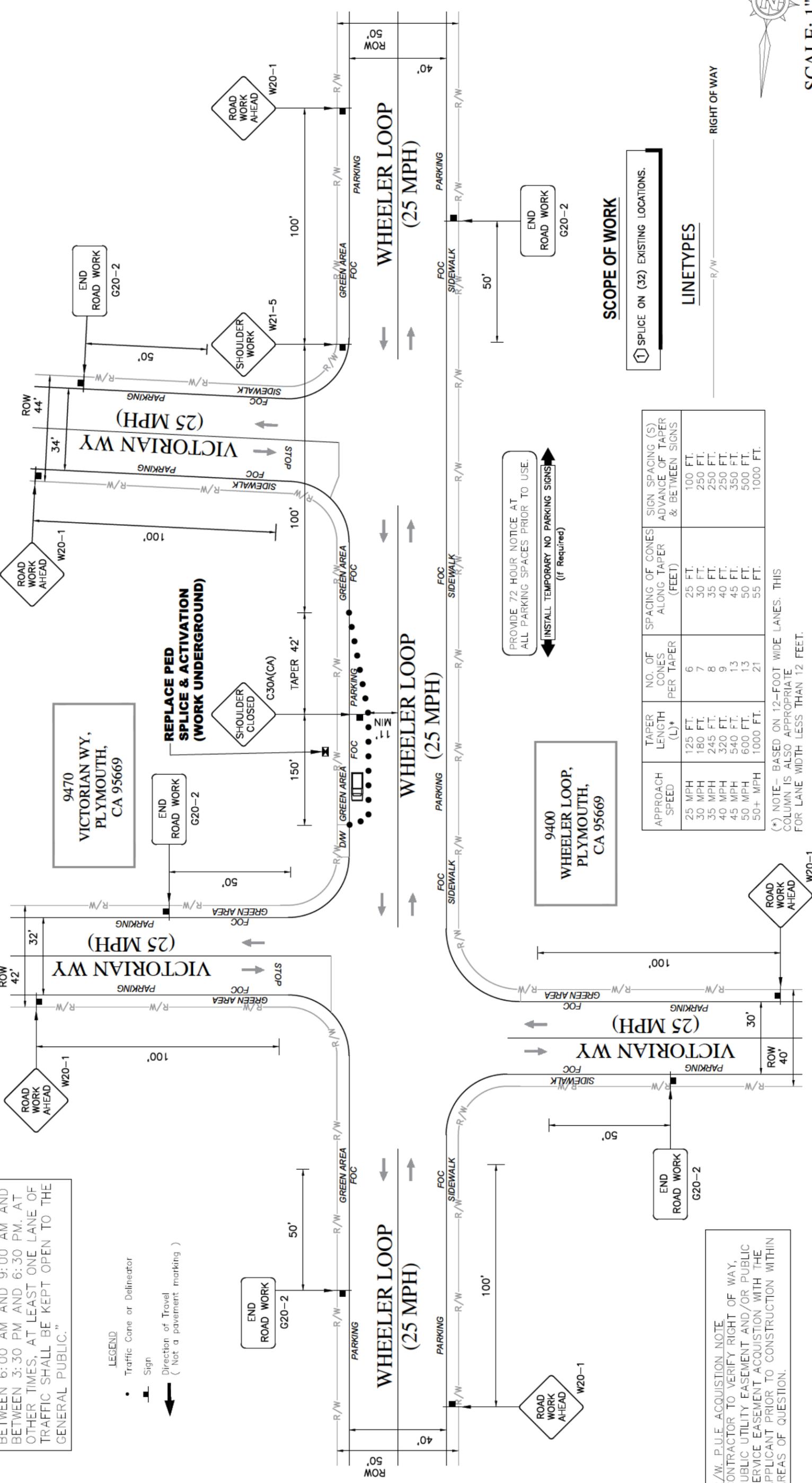
REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

CONSTRUCTION FOOTAGE = 150'

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

LEGEND
 • Traffic Cone or Delineator
 ▬ Sign
 → Direction of Travel
 (Not a pavement marking)



R/W, P.U.E. ACQUISITION NOTE.
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS (If Required)

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.



IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

CONSTRUCTION FOOTAGE = 150'

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

DESIGN: N.P.E
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:



PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (7 OF 32)

SYSTEM: PLYMOUTH

NOTE:



4746 Clayton Rd.
 Concord, CA, 94521
 (925) 408-2159
 planneng@gmail.com
 www.planneng.com

SCALE: 1" = 40'



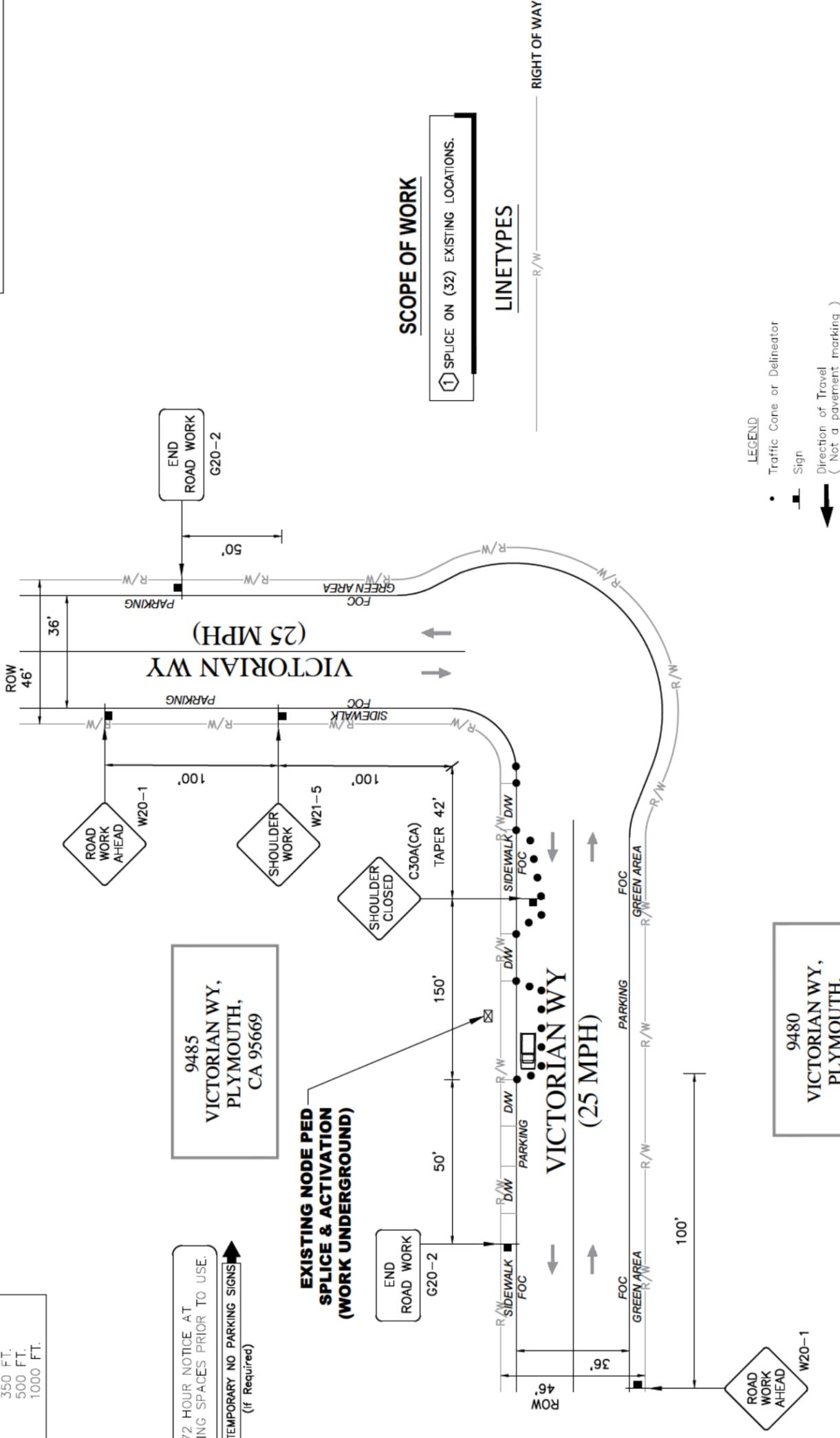
APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS (if Required)

R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



SCOPE OF WORK

1 SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY

- LEGEND
- Traffic Cone or Delinimator
 - Sign
 - Direction of Travel (Not a pavement marking)

9480 VICTORIAN WY, PLYMOUTH, CA 95669

9485 VICTORIAN WY, PLYMOUTH, CA 95669

CONSTRUCTION FOOTAGE = 150'

SCALE: 1"= 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P.E
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

IMPORTANT NOTICE
 Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600



Mastec
 Communications Group

Planneng
 4746 Clayton Rd,
 Concord, CA, 94521
 (925) 498-2159
 planneng@gmail.com
 www.planneng.com

PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (8 OF 32)

SYSTEM: PLYMOUTH

NOTE:

SHEET: 11 OF 36

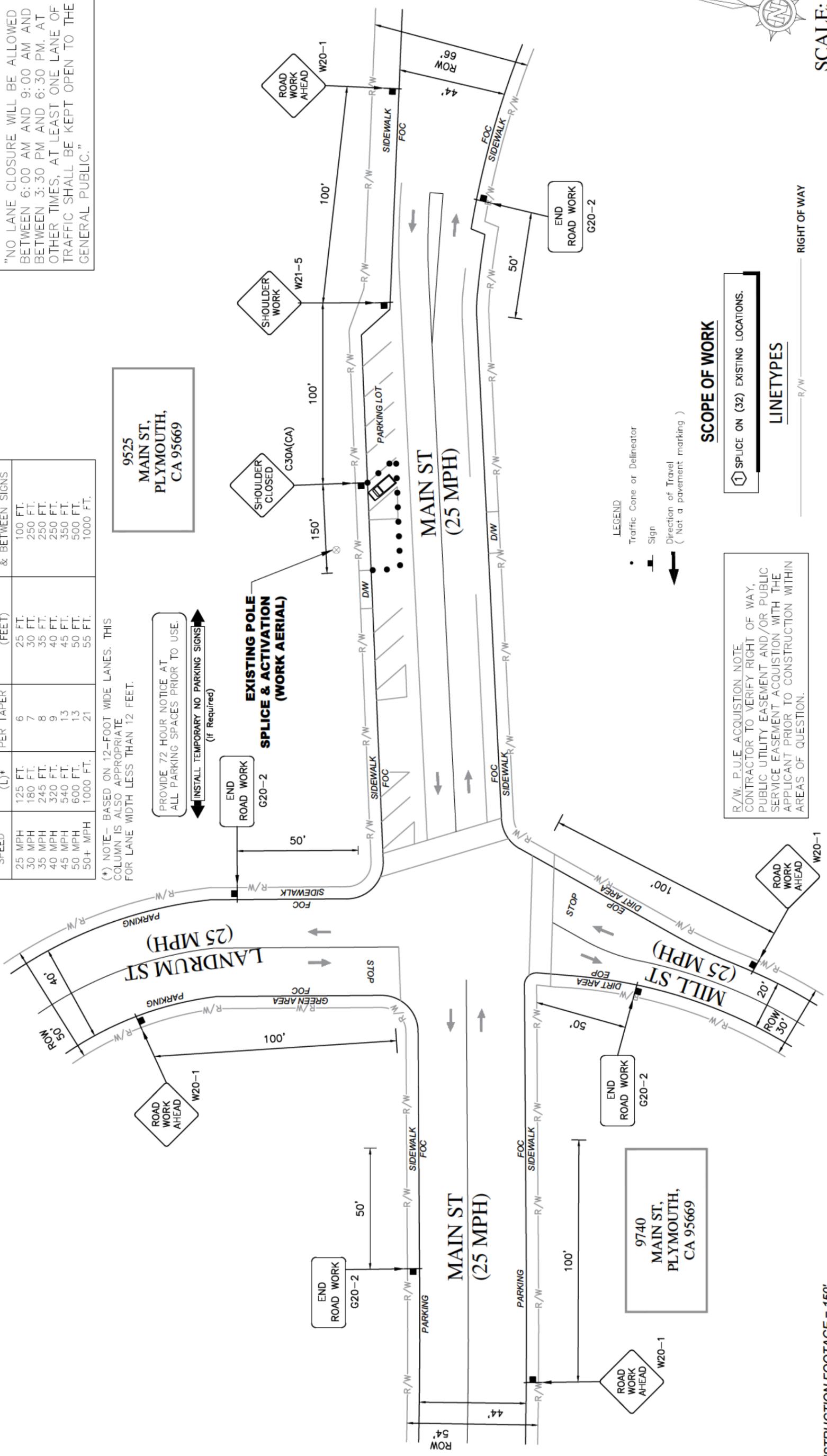
"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS (If Required)

9525
 MAIN ST,
 PLYMOUTH,
 CA 95669



SCALE: 1" = 40'

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY

- LEGEND**
- Traffic Cone or Delineator
 - ▬ Sign
 - Direction of Travel (Not a pavement marking)

R/W. P.U.E. ACQUISITION NOTE.
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P.E
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:



4746 Clayton Rd,
 Concord, CA, 94521
 (925) 408-2159
 splanning@gmail.com
 www.splanning.com

PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (9 OF 32)

SYSTEM: PLYMOUTH

NODE:

SHEET: 12 OF 36

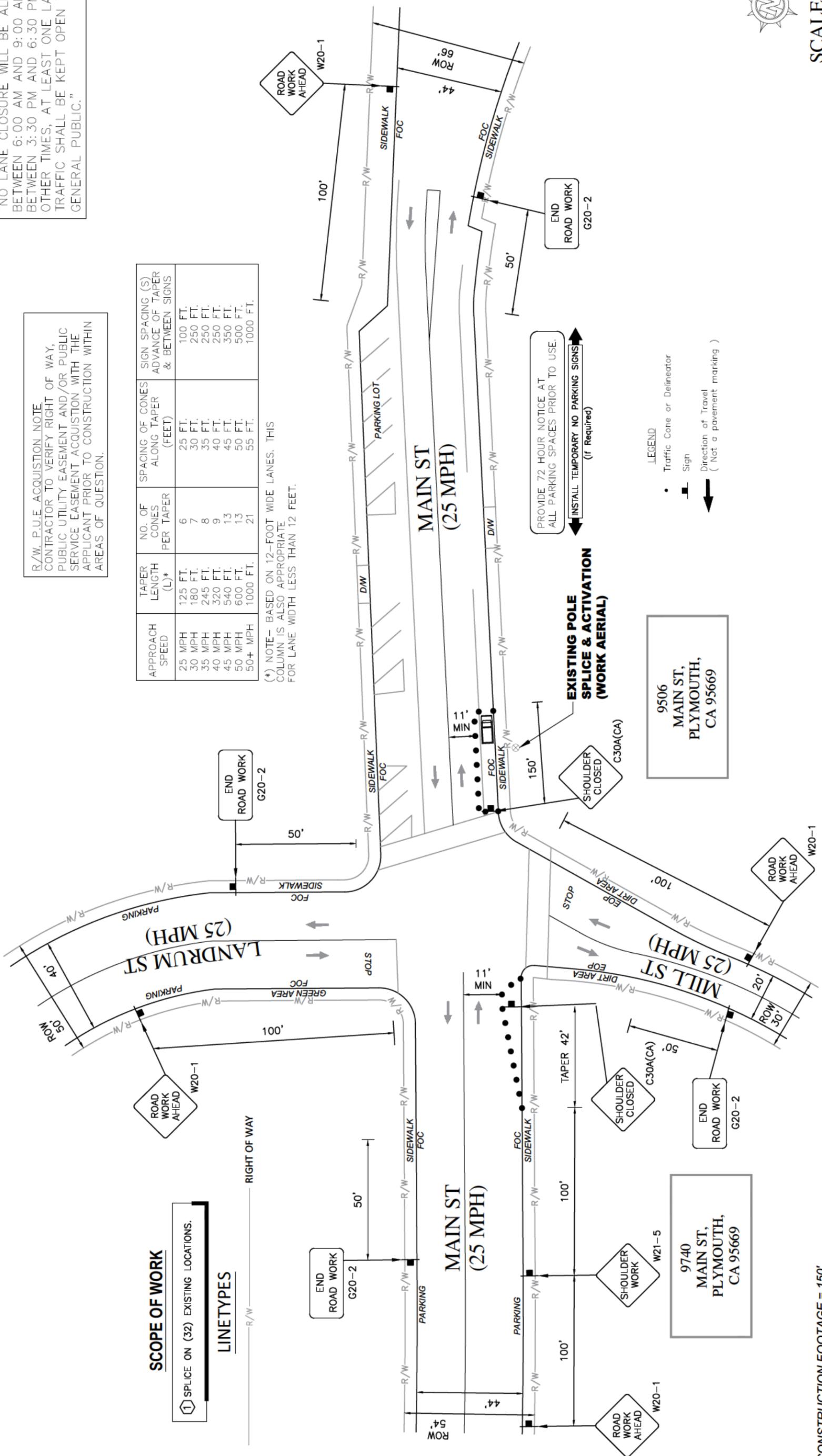
CONSTRUCTION FOOTAGE = 150'

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W, P.U.E ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.



SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

R/W RIGHT OF WAY

SCALE: 1" = 40'



Mastec
Communications Group

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

CONSTRUCTION FOOTAGE = 150'

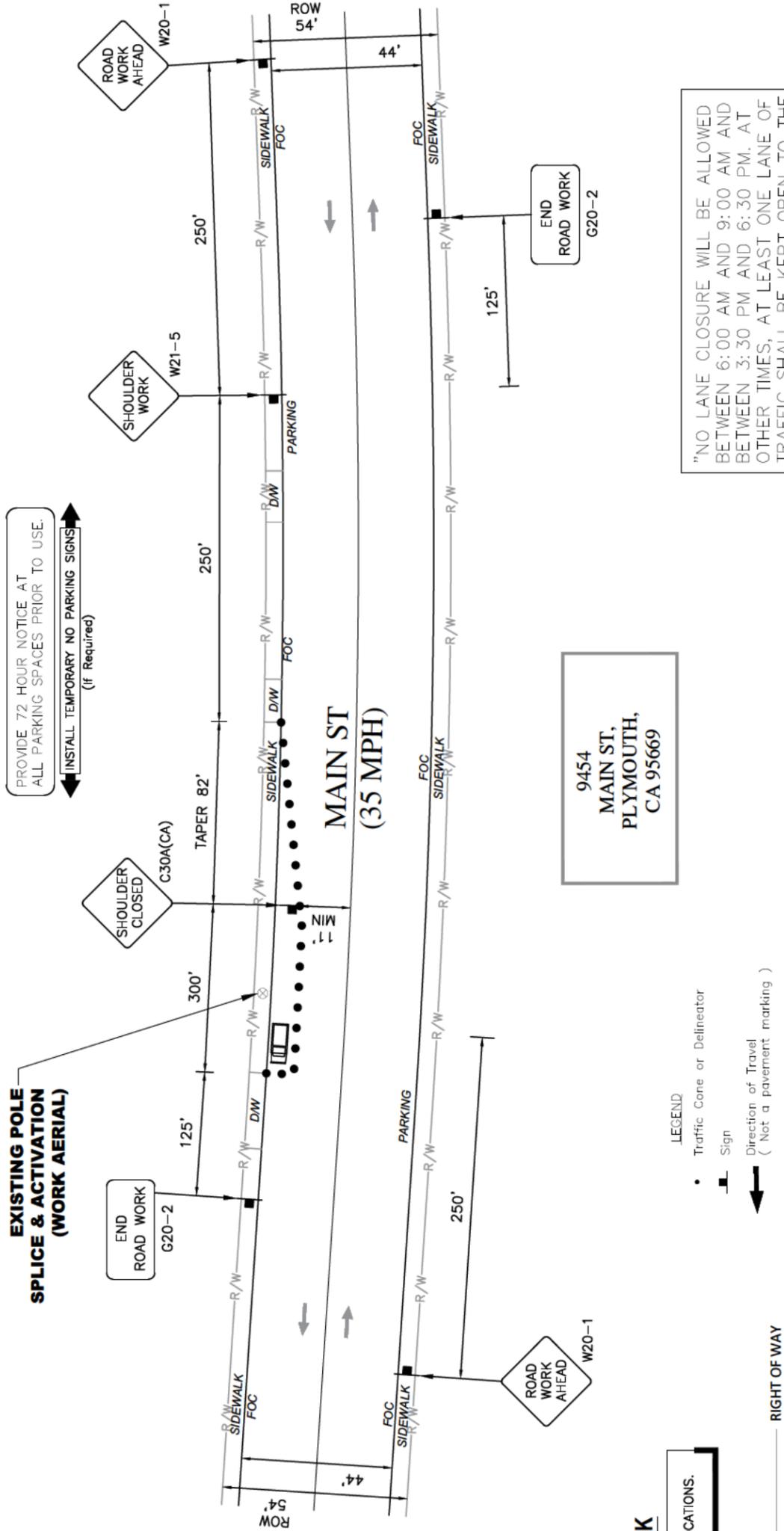
PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (10 OF 32)
SYSTEM: PLYMOUTH
NODE:

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

R/W, P.U.E. ACQUISITION NOTE.
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

**EXISTING POLE
SPLICE & ACTIVATION
(WORK AERIAL)**



"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY

- LEGEND**
- Traffic Cone or Delineator
 - ▬ Sign
 - ➔ Direction of Travel (Not a pavement marking)

9454
MAIN ST,
PLYMOUTH,
CA 95669

9451
MAIN ST,
PLYMOUTH,
CA 95669

CONSTRUCTION FOOTAGE = 300'

SCALE: 1"= 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



Mastec
Communications Group

PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (11 OF 32)

SYSTEM: PLYMOUTH

NODE:

4746 Clayton Rd,
Concord, CA, 94521
Planneng
(925) 498-2159
planneng@gmail.com
www.planneng.com

SHEET: 14 OF 36

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

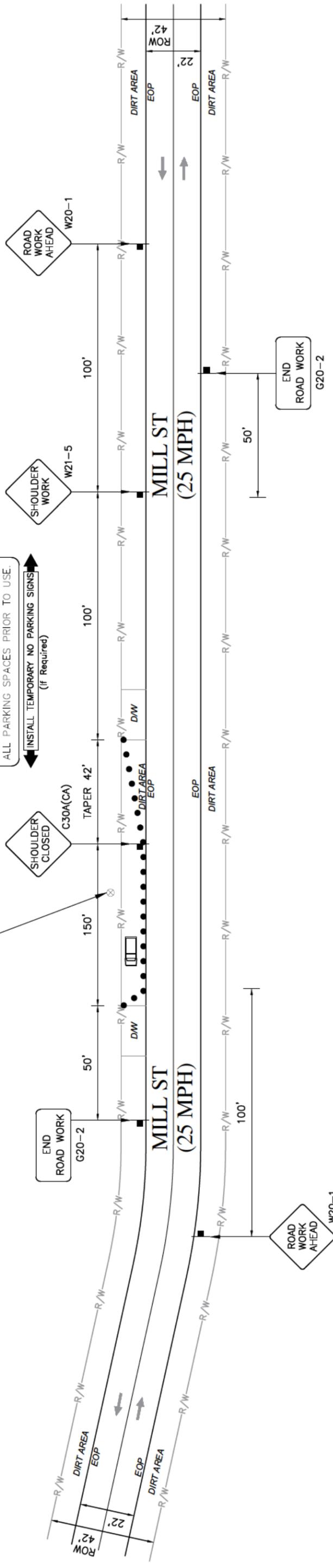
R/W _____ RIGHT OF WAY

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W. P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

**EXISTING POLE
SPLICE & ACTIVATION
(WORK AERIAL)**

9451
MAIN ST,
PLYMOUTH,
CA 95669



18655
CA-49,
PLYMOUTH,
CA 95669

- LEGEND**
- Traffic Cone or Delineator
 - ▬ Sign
 - Direction of Travel (Not a pavement marking)

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.



SCALE: 1" = 40'

CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:



IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (12 OF 32)

SYSTEM: PLYMOUTH

NODE:



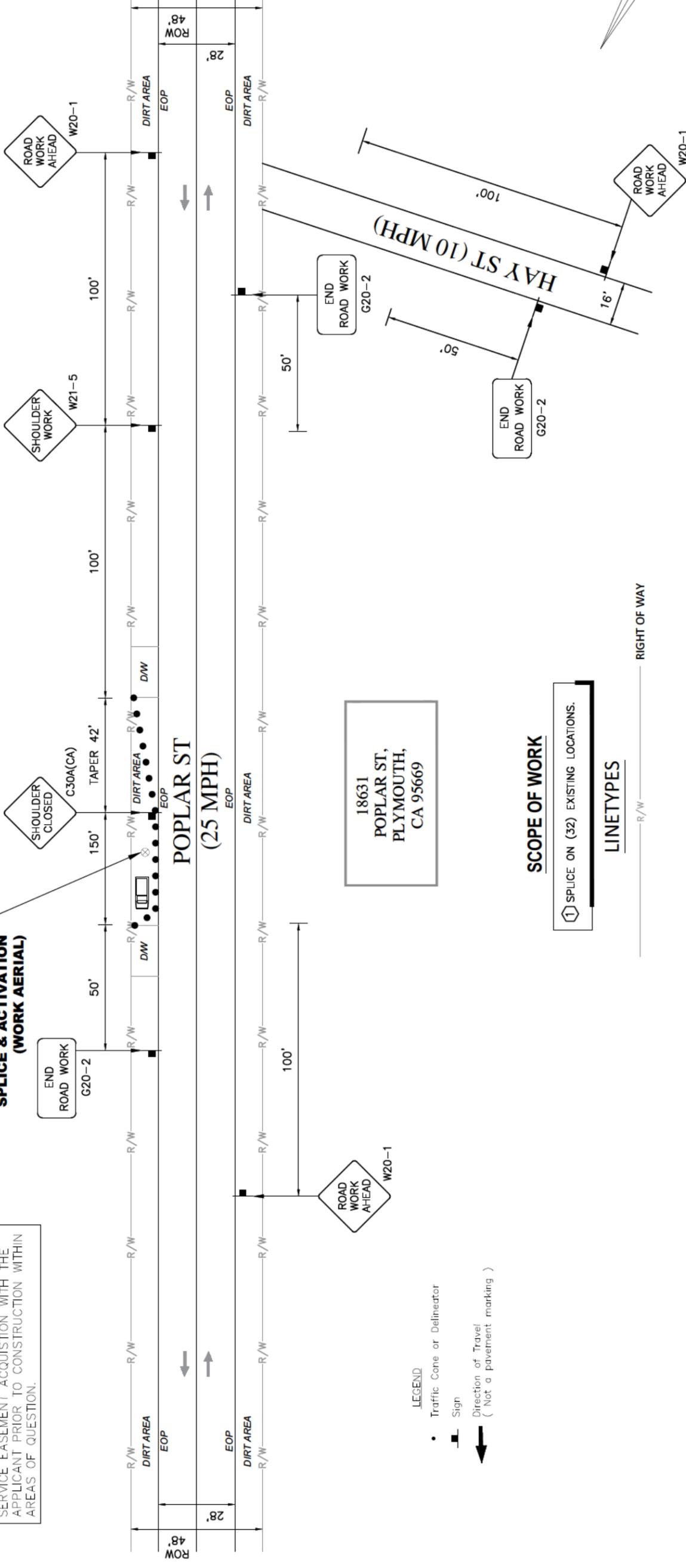
4746 Clayton Rd,
Concord, CA, 94521
☎ (925) 498-2159
✉ pianneng@gmail.com
www.pianneng.com

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W, P.U.E ACQUISITION NOTE. CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

18640
POPLAR ST,
PLYMOUTH,
CA 95669

**EXISTING POLE
SPLICE & ACTIVATION
(WORK AERIAL)**



18631
POPLAR ST,
PLYMOUTH,
CA 95669

SCOPE OF WORK

SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

RIGHT OF WAY

CONSTRUCTION FOOTAGE = 150'

SCALE: 1" = 40'

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



Mastec
Communications Group

PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (13 OF 32)

SYSTEM: PLYMOUTH

NOTE:

4746 Clayton Rd,
Concord, CA 94521
Planneng
(925) 498-2159
planneng@gmail.com
www.planneng.com

SHEET: 16 OF 36

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

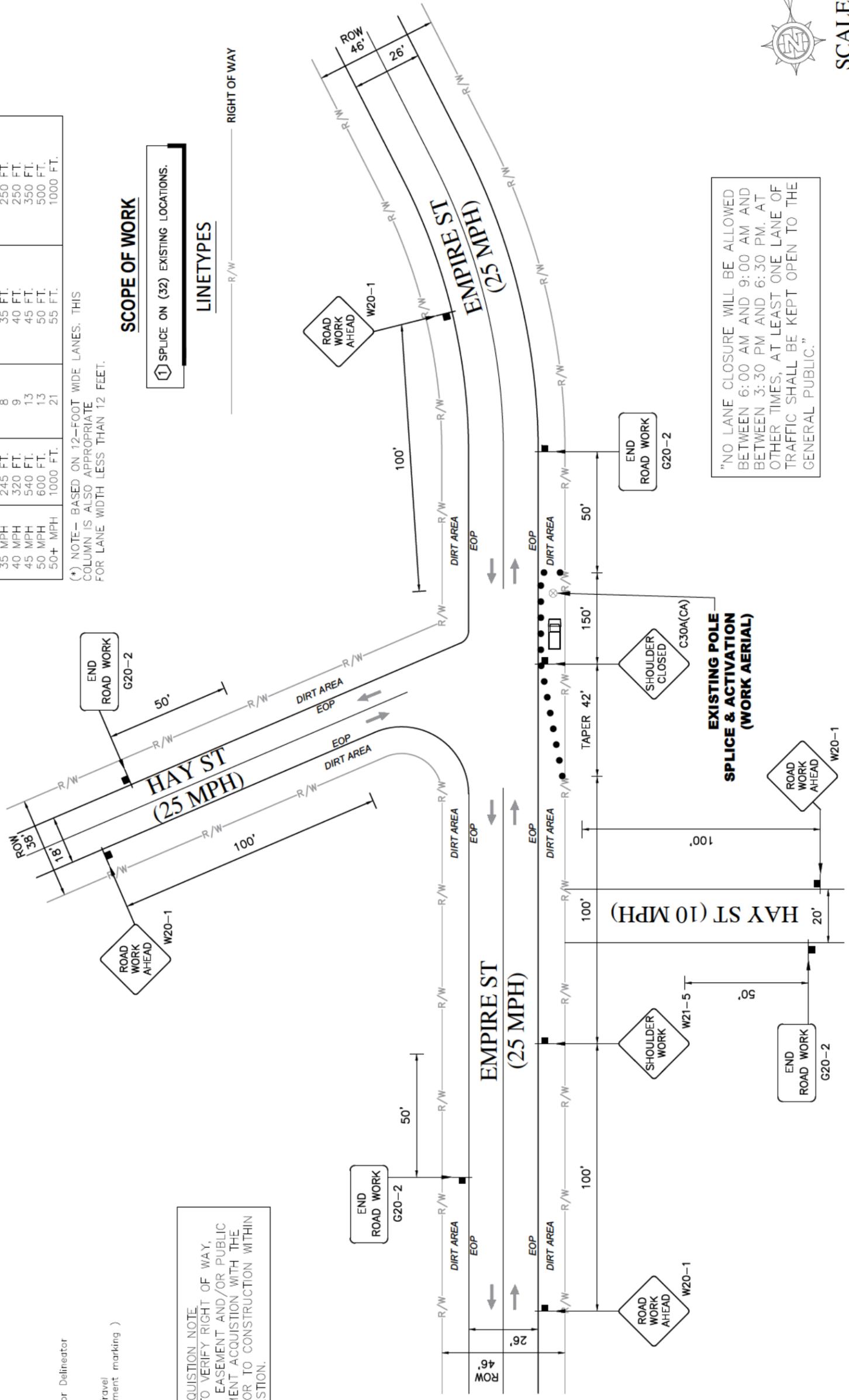
(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY



"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

- LEGEND**
- Traffic Cone or Delineator
 - ▬ Sign
 - Direction of Travel (Not a pavement marking)

R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

SCALE: 1" = 40'



PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (14 OF 32)

SYSTEM: PLYMOUTH

NODE:

SHEET: 17 OF 36

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. CALL TOLL-FREE 48 HOURS BEFORE YOU DIG UNDERGROUND SERVICE ALERT 1-800-227-2600



THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

CONSTRUCTION FOOTAGE = 150'

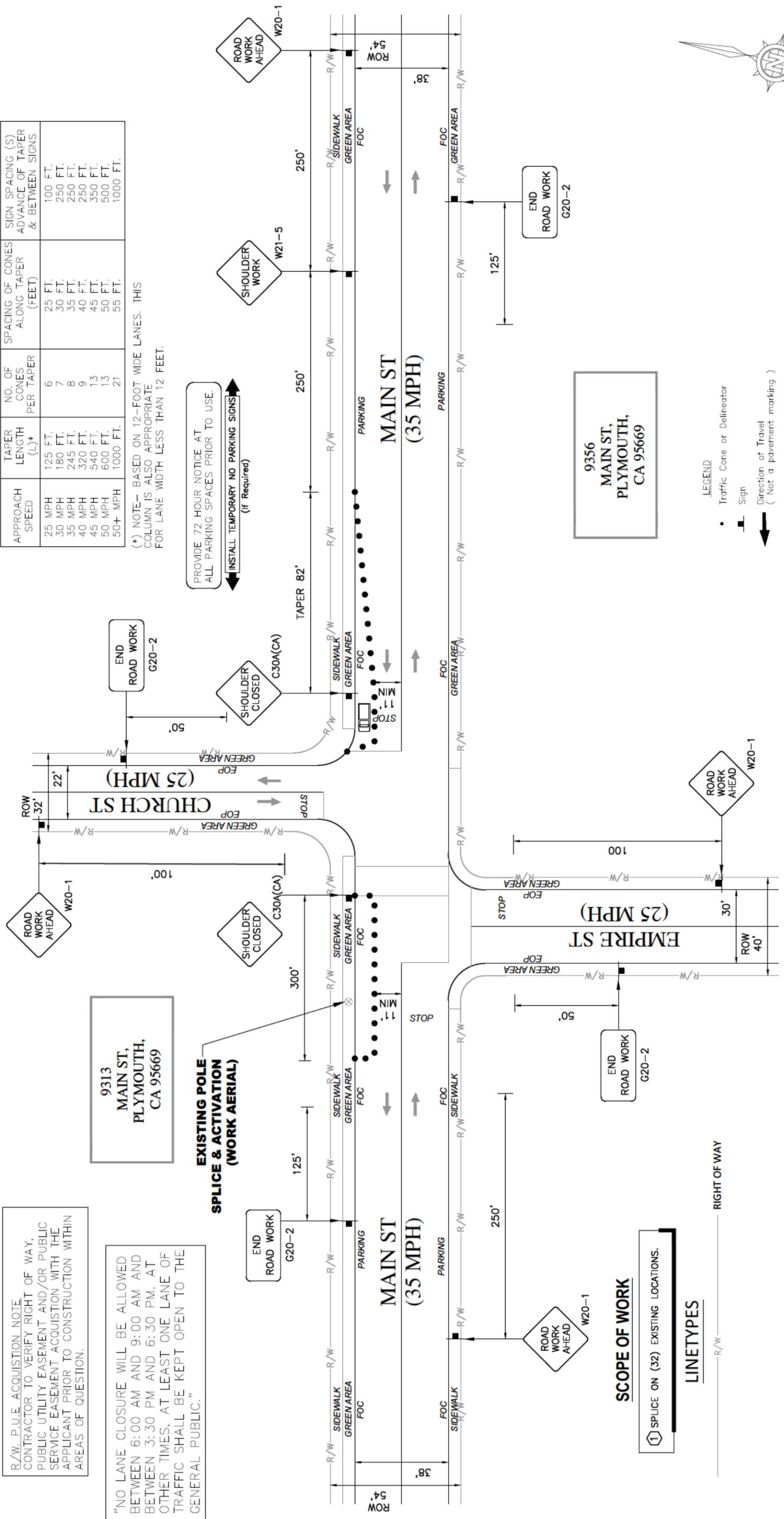
R/W, P.U.E. ACQUISITION NOTE.
CONTRACTOR TO VERIFY RIGHT OF WAY,
PUBLIC UTILITY EASEMENT AND/OR PUBLIC
SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN
AREAS OF QUESTION.

"NO LANE CLOSURE WILL BE ALLOWED
BETWEEN 6:00 AM AND 9:00 AM AND
BETWEEN 3:30 PM AND 6:30 PM. AT
OTHER TIMES, AT LEAST ONE LANE OF
TRAFFIC SHALL BE KEPT OPEN TO THE
GENERAL PUBLIC."

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	400 FT.	13	45 FT.	350 FT.
50 MPH	500 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
INSTALL TEMPORARY NO PARKING SIGNS (if Required)



9313 MAIN ST, PLYMOUTH, CA 95669

EXISTING POLE SPLICE & ACTIVATION (WORK AERIAL)

9356 MAIN ST, PLYMOUTH, CA 95669

SCOPE OF WORK
① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES
R/W RIGHT OF WAY

LEGEND
• Traffic Cone or Delineator
— Sign
→ Direction of Travel (Not a pavement marking)

CONSTRUCTION FOOTAGE = 300'

SCALE: 1" = 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



Mastec Communications Group
4746 Clayton Rd, Concord, CA, 94521
(925) 408-2159
splanning@gmail.com
www.splanning.com

PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (15 OF 32)
SYSTEM: PLYMOUTH
NODE:
SHEET: 18 OF 36

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

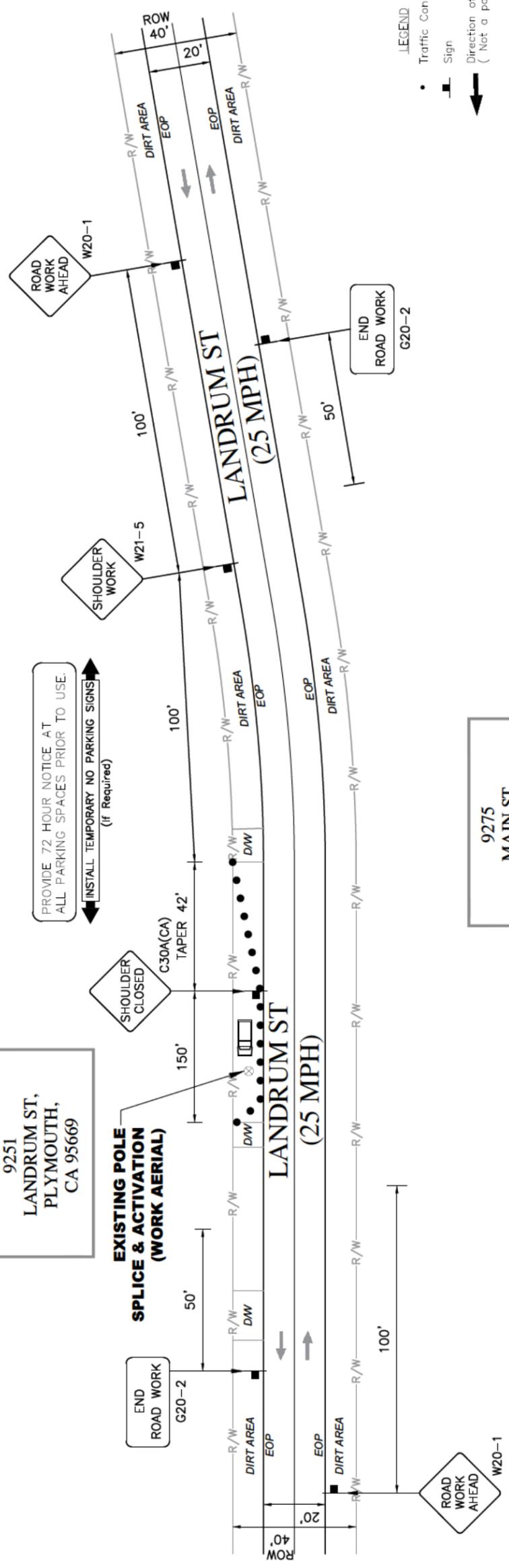
R/W, P.U.E ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

9251
 LANDRUM ST,
 PLYMOUTH,
 CA 95669

**EXISTING POLE
 SPLICE & ACTIVATION
 (WORK AERIAL)**

9275
 MAIN ST,
 PLYMOUTH,
 CA 95669

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."



SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

_____ R/W _____ RIGHT OF WAY

CONSTRUCTION FOOTAGE = 150'

SCALE: 1"= 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

IMPORTANT NOTICE
 Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

Mastec
 Communications Group
 PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (16 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

Planneng
 4746 Clayton Rd,
 Concord, CA, 94521
 (925) 498-2159
 planneng@gmail.com
 www.planneng.com

SHEET: 19 OF 36

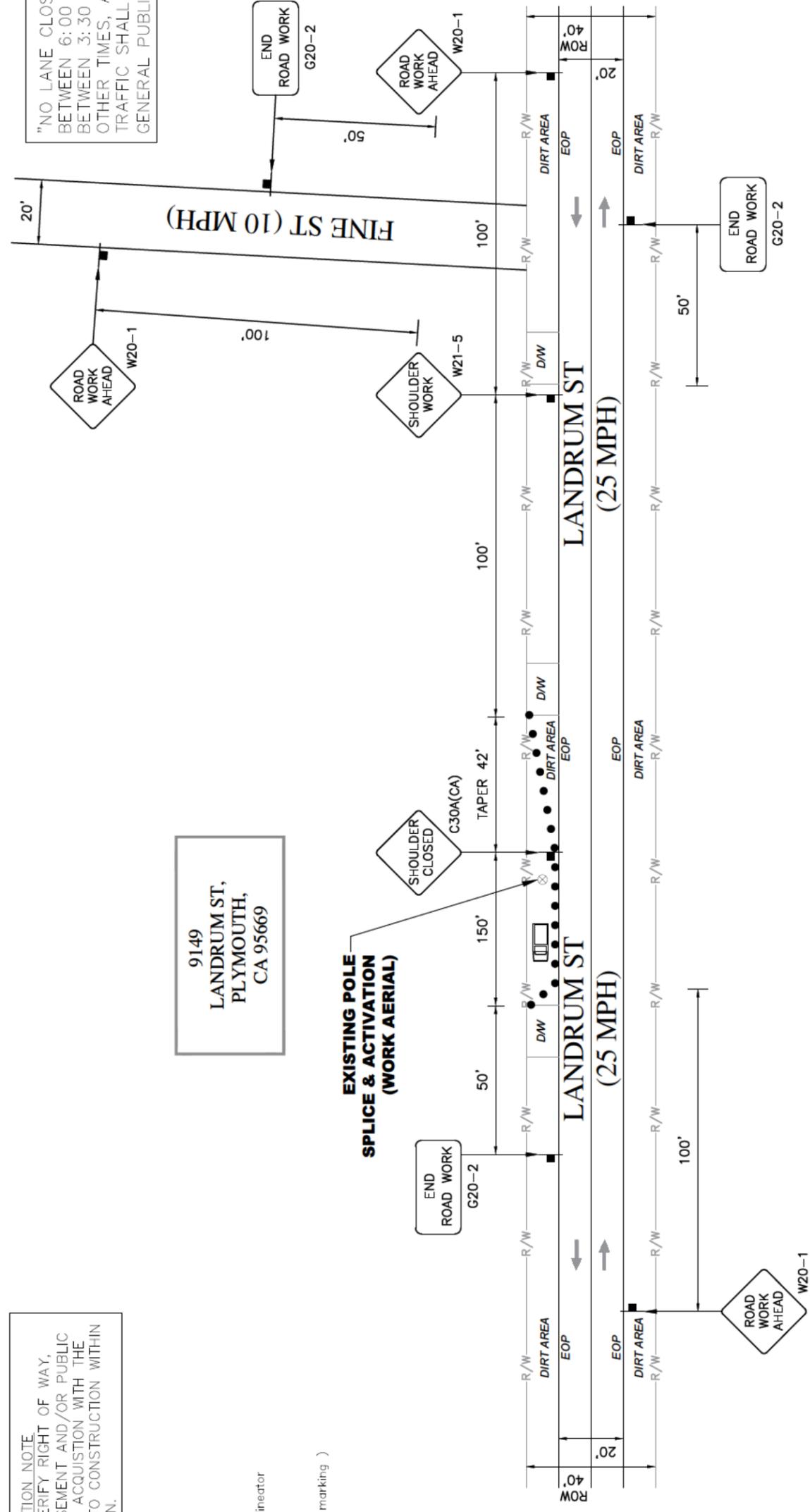
R/W P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

LEGEND
 • Traffic Cone or Delineator
 □ Sign
 → Direction of Travel
 (Not a pavement marking)

9149
 LANDRUM ST,
 PLYMOUTH,
 CA 95669

**EXISTING POLE
 SPLICE & ACTIVATION
 (WORK AERIAL)**



SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

9187
 MAIN ST,
 PLYMOUTH,
 CA 95669

CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:



IMPORTANT NOTICE

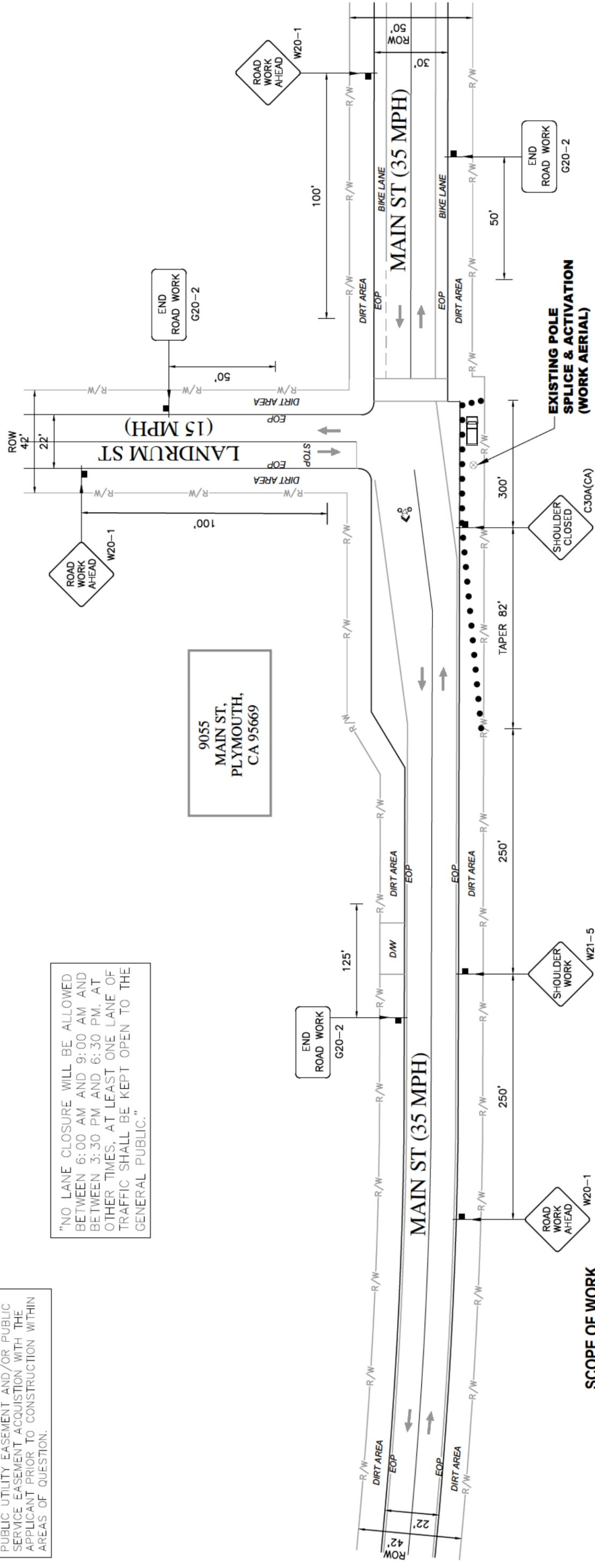
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600



PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (17 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

R/W - P.U.E. ACQUISITION NOTE.
 CONTRACTOR TO VERIFY RIGHT OF WAY,
 PUBLIC UTILITY EASEMENT AND/OR PUBLIC
 SERVICE EASEMENT ACQUISITION WITH THE
 APPLICANT PRIOR TO CONSTRUCTION WITHIN
 AREAS OF QUESTION.

"NO LANE CLOSURE WILL BE ALLOWED
 BETWEEN 6:00 AM AND 9:00 AM AND
 BETWEEN 3:30 PM AND 6:30 PM. AT
 OTHER TIMES, AT LEAST ONE LANE OF
 TRAFFIC SHALL BE KEPT OPEN TO THE
 GENERAL PUBLIC."



① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY



APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

CONSTRUCTION FOOTAGE = 300'

SCALE: 1" = 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

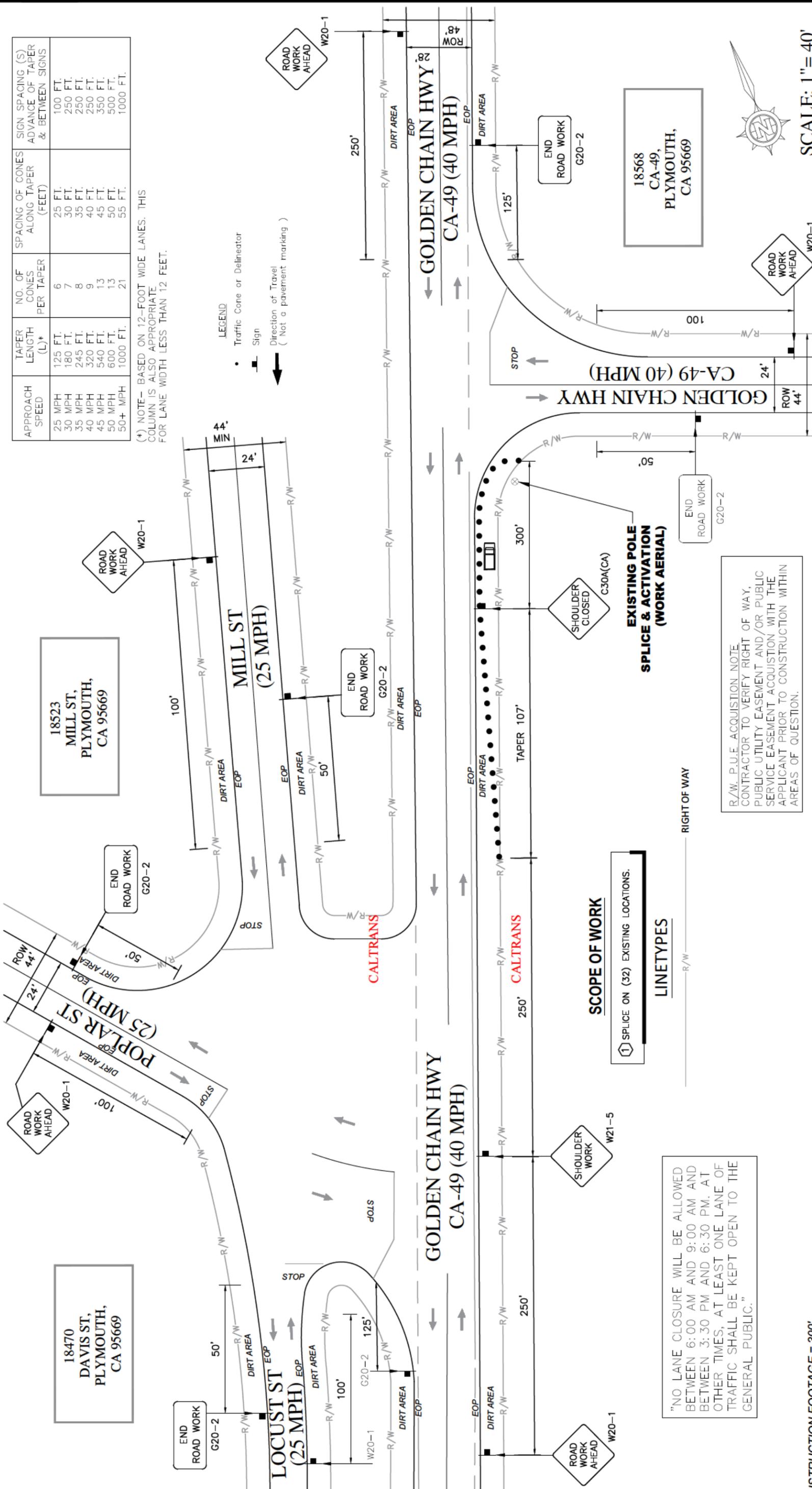
CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600



Mastec
 Communications Group

4746 Clayton Rd.
 Concord, CA 94521
 (925) 498-2159
 splanneng@gmail.com
 www.splanneng.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (18 OF 32)
 SYSTEM: PLYMOUTH
 NODE:



APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

LEGEND
 • Traffic Cone or Delineator
 □ Sign
 → Direction of Travel (Not a pavement marking)

R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

SCOPE OF WORK
 ① SPLICE ON (32) EXISTING LOCATIONS.
LINETYPES
 R/W

SCALE: 1" = 40'

Mastec
Communications Group

PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (19 OF 32)

SYSTEM: PLYMOUTH

NODE:

Planneng
4746 Clayton Rd., Concord, CA, 94521
(925) 498-2159
planneng@gmail.com
www.planneng.com

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P.E
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

CONSTRUCTION FOOTAGE = 300'

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

SCOPE OF WORK
 18503
 POPLAR ST,
 PLYMOUTH,
 CA 95669

1 SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

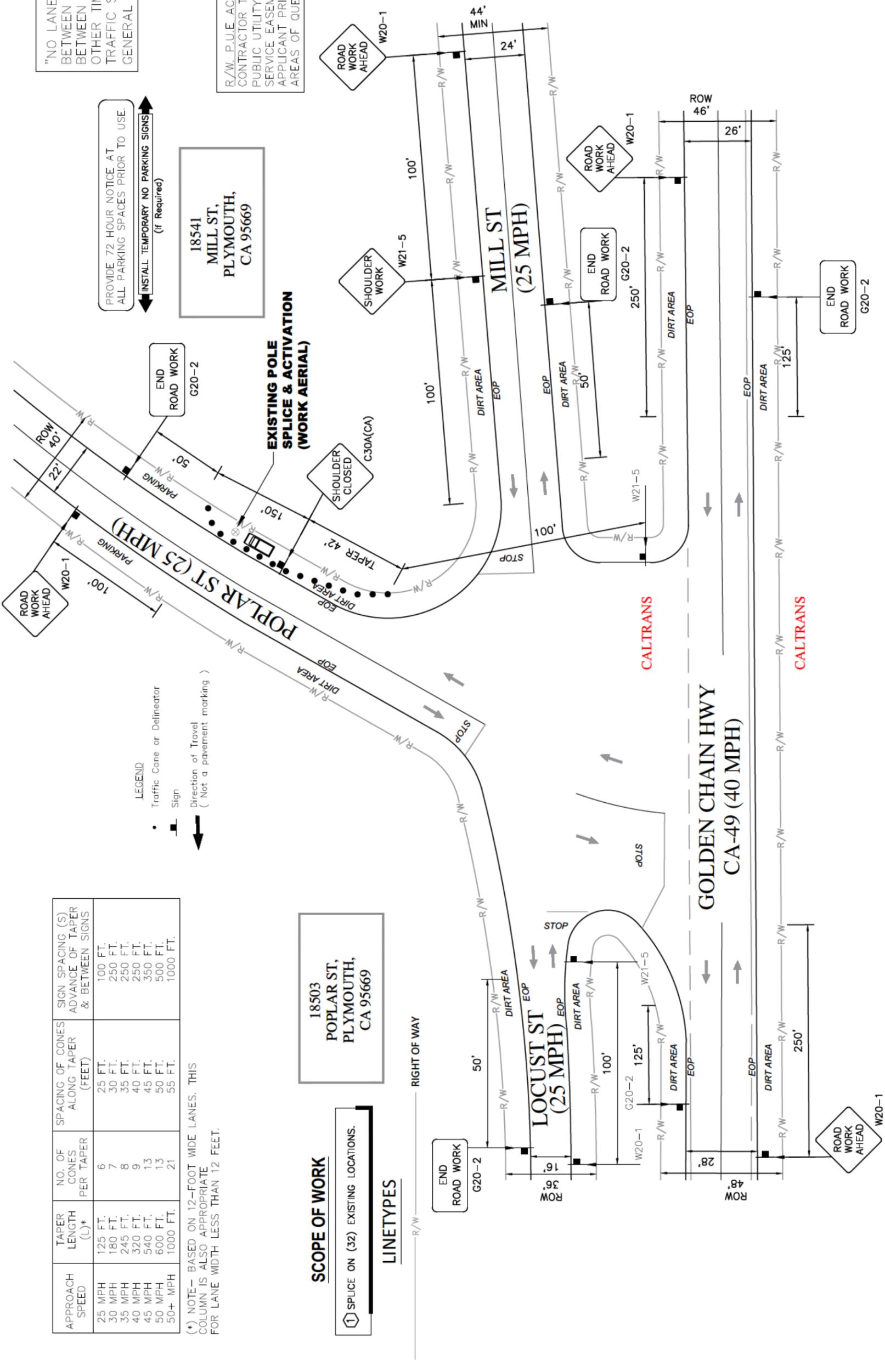
— R/W — RIGHT OF WAY

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS (If Required)

18541
 MILL ST,
 PLYMOUTH,
 CA 95669

R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."



SCALE: 1" = 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

IMPORTANT NOTICE
 Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. CALL TOLL-FREE 48 HOURS BEFORE YOU DIG UNDERGROUND SERVICE ALERT 1-800-227-2600

Mastec
 Communications Group
 4746 Clayton Rd,
 Concord, CA, 94521
 (925) 498-2159
 splanneng@gmail.com
 www.splanneng.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (20 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

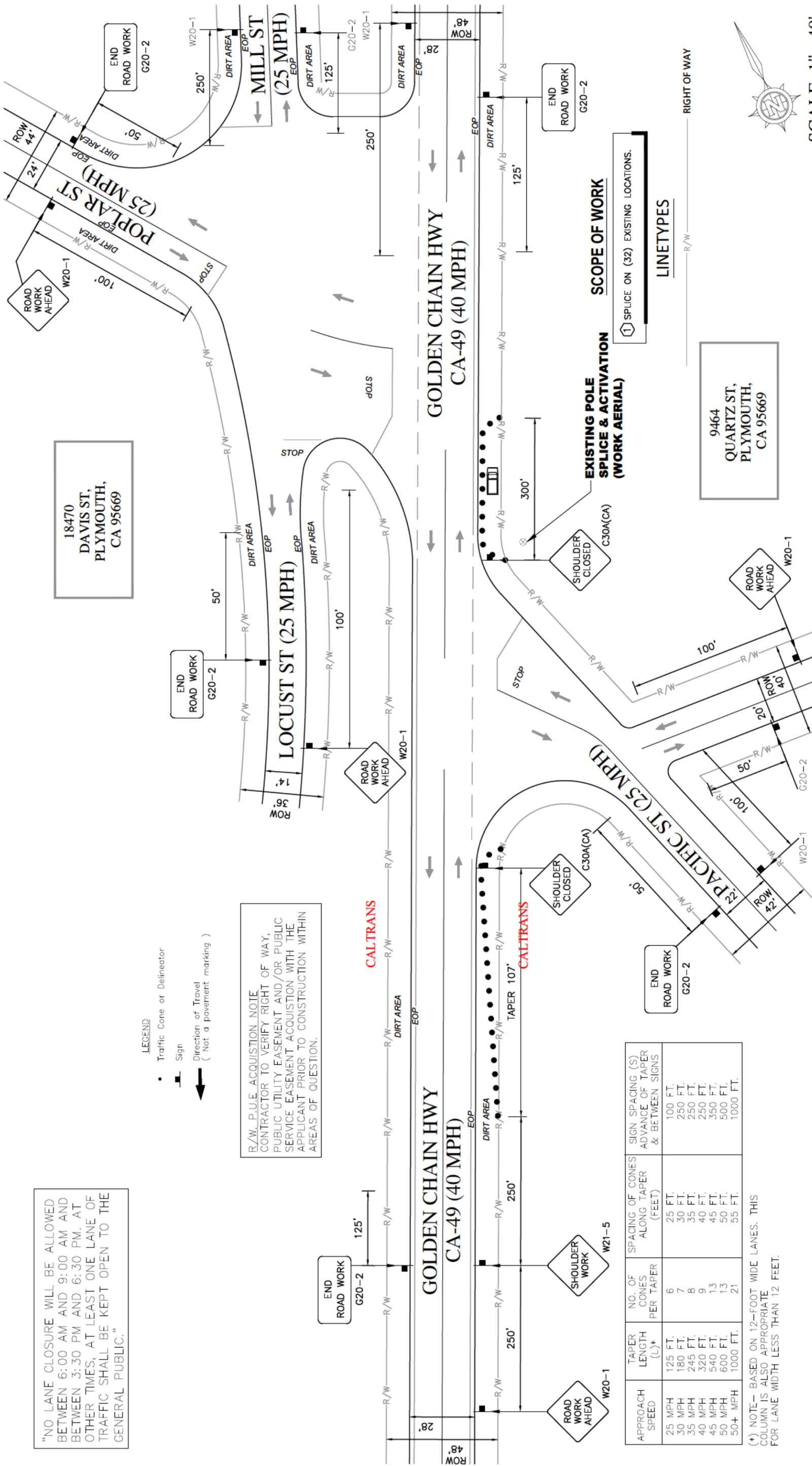
SCALE: 1" = 40'

SHEET: 23 OF 36

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

LEGEND
 • Traffic Cone or Delimiter
 - Sign
 → Direction of Travel (Not a pavement marking)

R/W, P.U.E ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

SCOPE OF WORK
 ○ SPLICE ON (32) EXISTING LOCATIONS.
LINETYPES
 — R/W — RIGHT OF WAY

9464
 QUARTZ ST,
 PLYMOUTH,
 CA 95669

SCALE: 1" = 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

CONSTRUCTION FOOTAGE = 300'

IMPORTANT NOTICE
 Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600



Mastec
 Communications Group
 4746 Clayton Rd,
 Concord, CA, 94521
 (925) 498-2159
 splanning@gmail.com
 www.splanning.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (21 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

SCOPE OF WORK

SPlice ON (32) EXISTING LOCATIONS.

LINETYPES

R/W _____ RIGHT OF WAY

18490
EMPIRE ST,
PLYMOUTH,
CA 95669

R/W P.U.E ACQUISITION NOTE:
CONTRACTOR TO VERIFY RIGHT OF WAY,
PUBLIC UTILITY EASEMENT AND/OR PUBLIC
SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN
AREAS OF QUESTION.

EXISTING POLE
SPlice & ACTIVATION
(WORK AERIAL)

PROVIDE 72 HOUR NOTICE AT
ALL PARKING SPACES PRIOR TO USE.

INSTALL TEMPORARY NO PARKING SIGNS
(If Required)

SHOULDER
WORK
W21-5

SHOULDER
CLOSED
C30A(CA)

EMPIRE ST (25 MPH)

LOCUST ST
(25 MPH)

EMPIRE ST
(25 MPH)

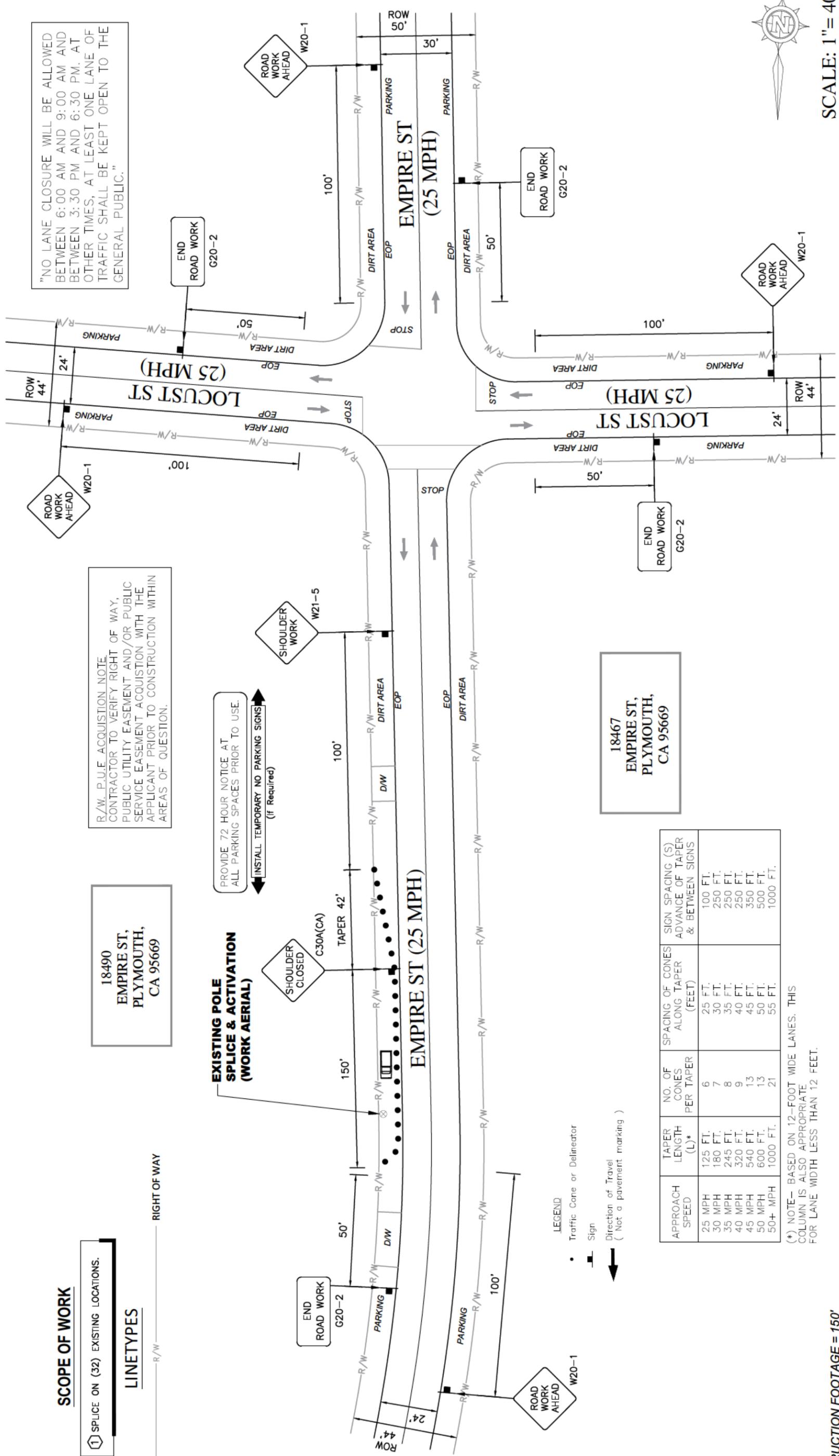
18467
EMPIRE ST,
PLYMOUTH,
CA 95669

- LEGEND**
- Traffic Cone or Delineator
 - Sign
 - Direction of Travel
(Not a pavement marking)

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."



SCALE: 1" = 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



Mastec
Communications Group

PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (22 OF 32)
SYSTEM: PLYMOUTH
NODE:

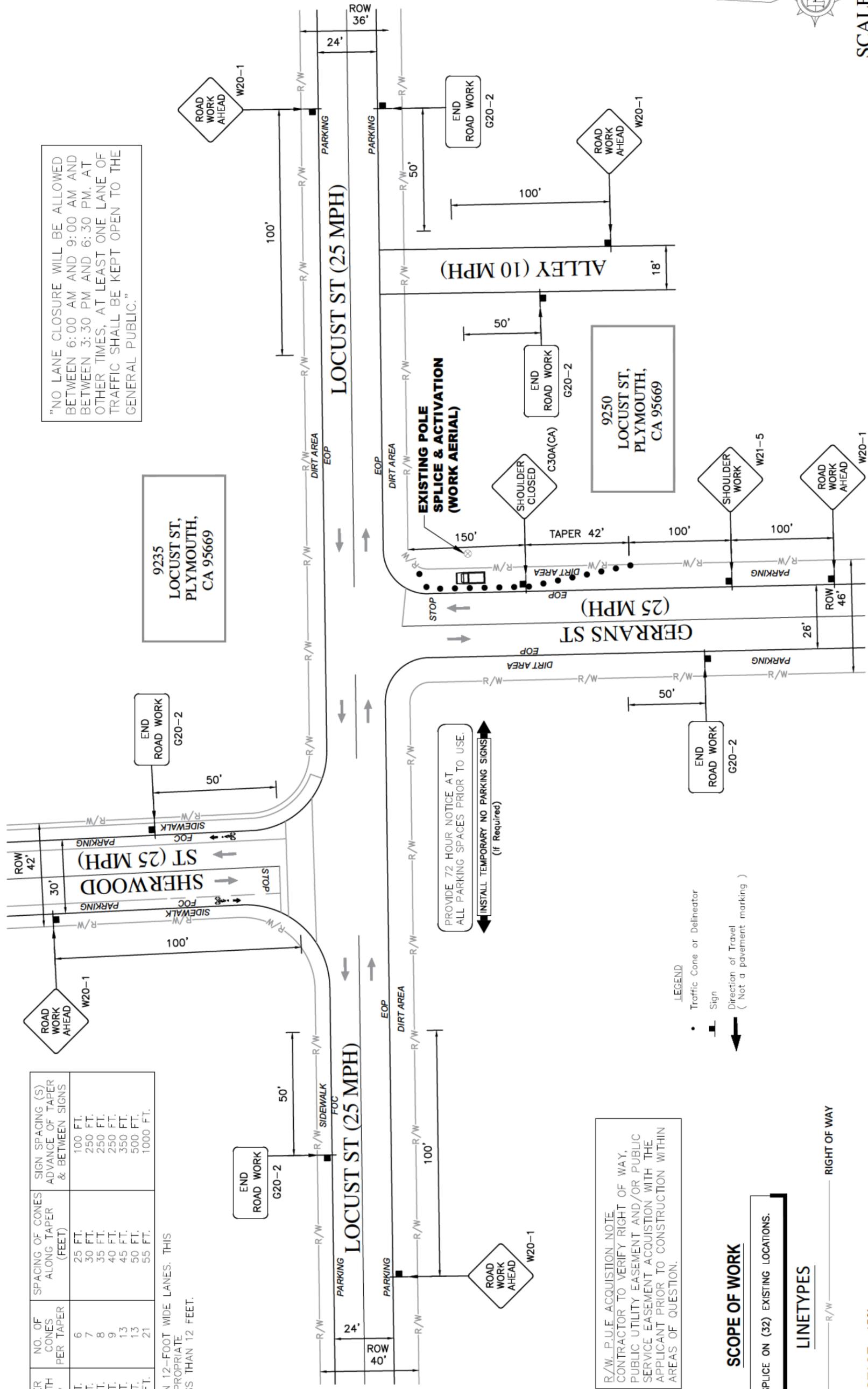
4746 Clayton Rd,
Concord, CA, 94521
Planneng
(925) 498-2159
planneng@gmail.com
www.planneng.com

SHEET: 25 OF 36

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."



R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

SCOPE OF WORK

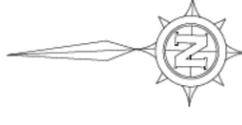
① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY



SCALE: 1" = 40'



THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

CONSTRUCTION FOOTAGE = 150'

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

Mastec
Communications Group

4746 Clayton Rd.
Concord, CA, 94521
(925) 498-2159
splanning@gmail.com
www.splanning.com

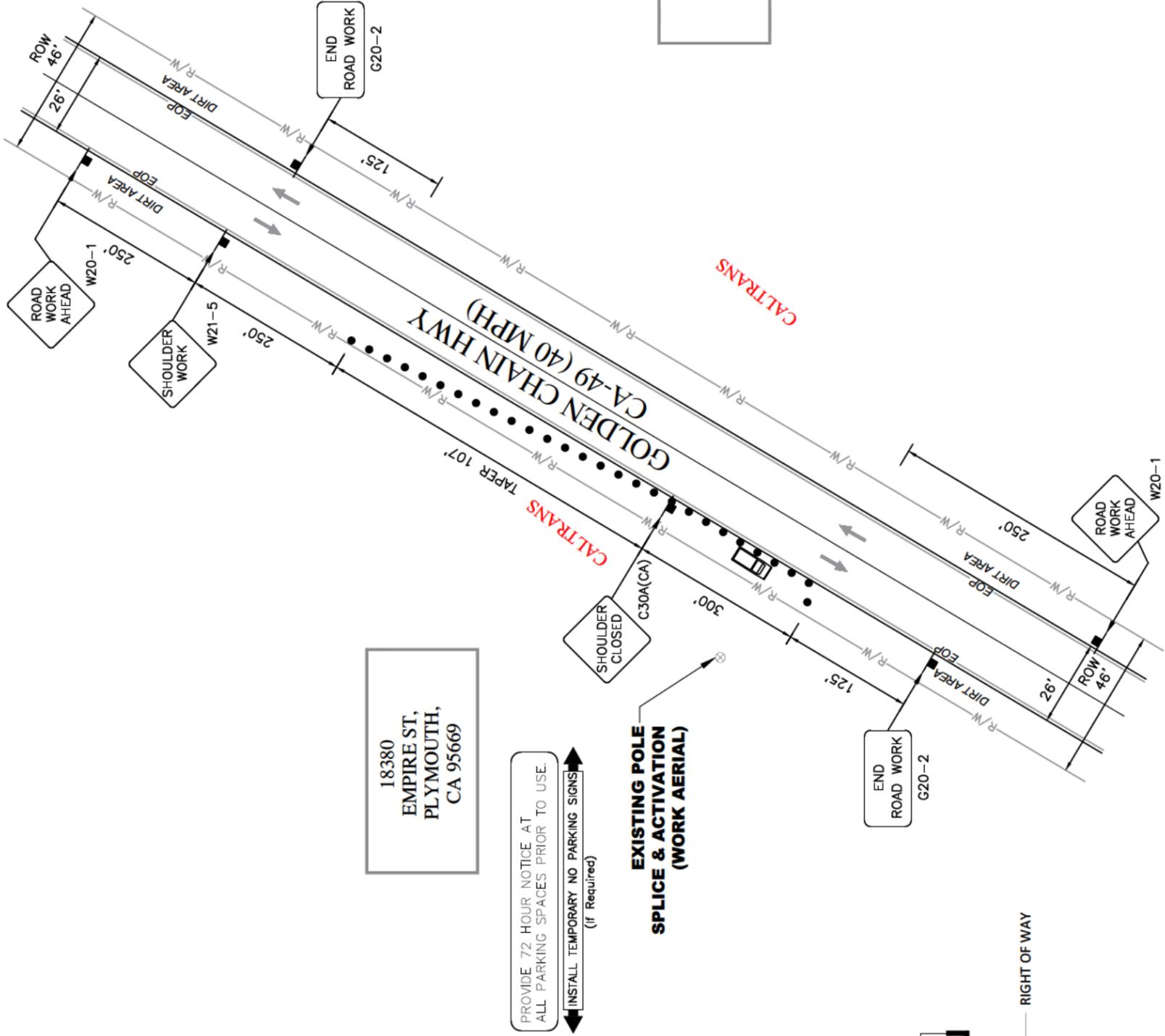
PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (23 OF 32)
SYSTEM: PLYMOUTH
NODE:

4746 Clayton Rd.
Concord, CA, 94521
(925) 498-2159
splanning@gmail.com
www.splanning.com

SHEET: 26 OF 36

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



18380
EMPIRE ST,
PLYMOUTH,
CA 95669

18410
CA-49,
PLYMOUTH,
CA 95669

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
INSTALL TEMPORARY NO PARKING SIGNS (if Required)

EXISTING POLE SPLICE & ACTIVATION (WORK AERIAL)

SCOPE OF WORK

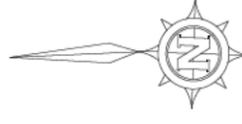
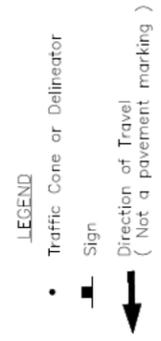
1 SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.



SCALE: 1"= 40'

CONSTRUCTION FOOTAGE = 300'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

Mastec
Communications Group

PROJ#: JB2325541

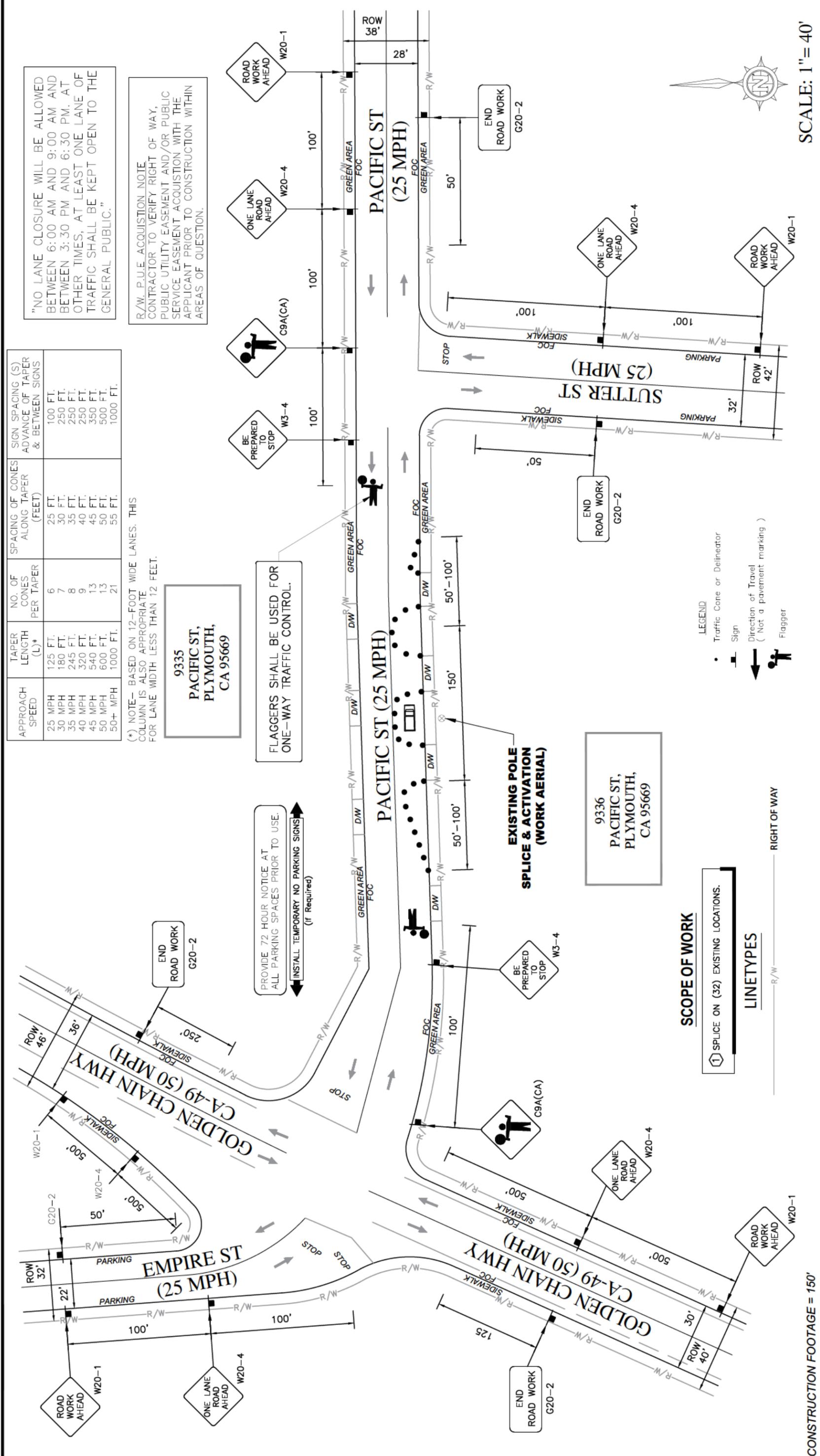
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (24 OF 32)

SYSTEM: PLYMOUTH

NOTE:

Planneng
4746 Clayton Rd,
Concord, CA, 94521
(925) 408-2159
planneng@gmail.com
www.planneng.com

SHEET: 27 OF 36



"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W, P.U.E ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE-- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

9335
 PACIFIC ST,
 PLYMOUTH,
 CA 95669

FLAGGERS SHALL BE USED FOR ONE-WAY TRAFFIC CONTROL.

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
 INSTALL TEMPORARY NO PARKING SIGNS (If Required)

EXISTING POLE
 SPLICE & ACTIVATION
 (WORK AERIAL)

9336
 PACIFIC ST,
 PLYMOUTH,
 CA 95669

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

RIGHT OF WAY



SCALE: 1" = 40'

Mastec
 Communications Group

4746 Clayton Rd.
 Concord, CA 94521
 (925) 498-2159
 planning@gmail.com
 www.planning.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (25 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P.E
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

CONSTRUCTION FOOTAGE = 150'

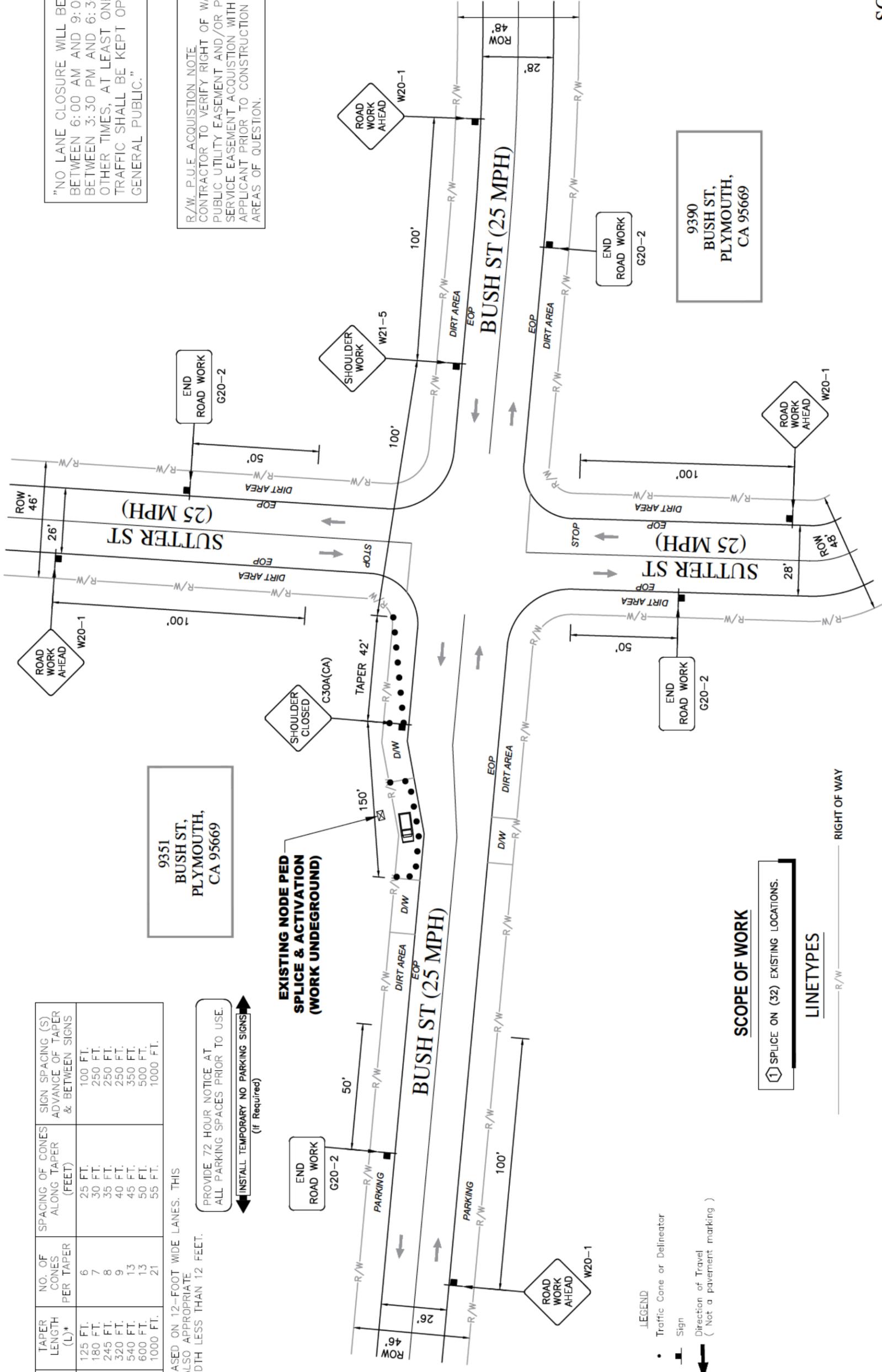
APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

PROVIDE 72 HOUR NOTICE AT ALL PARKING SPACES PRIOR TO USE.
 (If Required)
 INSTALL TEMPORARY NO PARKING SIGNS

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY

- LEGEND**
- Traffic Cone or Delineator
 - Sign
 - ← Direction of Travel (Not a pavement marking)



IMPORTANT NOTICE

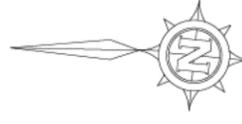
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P.E
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

SCALE: 1" = 40'



4746 Clayton Rd.
 Concord, CA, 94521
 (925) 498-2159
 e-mail: eplanning@gmail.com
 www.planning.com

PROJ#: JB2325541

CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (26 OF 32)

SYSTEM: PLYMOUTH

NODE:

SHEET: 29 OF 36

CONSTRUCTION FOOTAGE = 150'

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

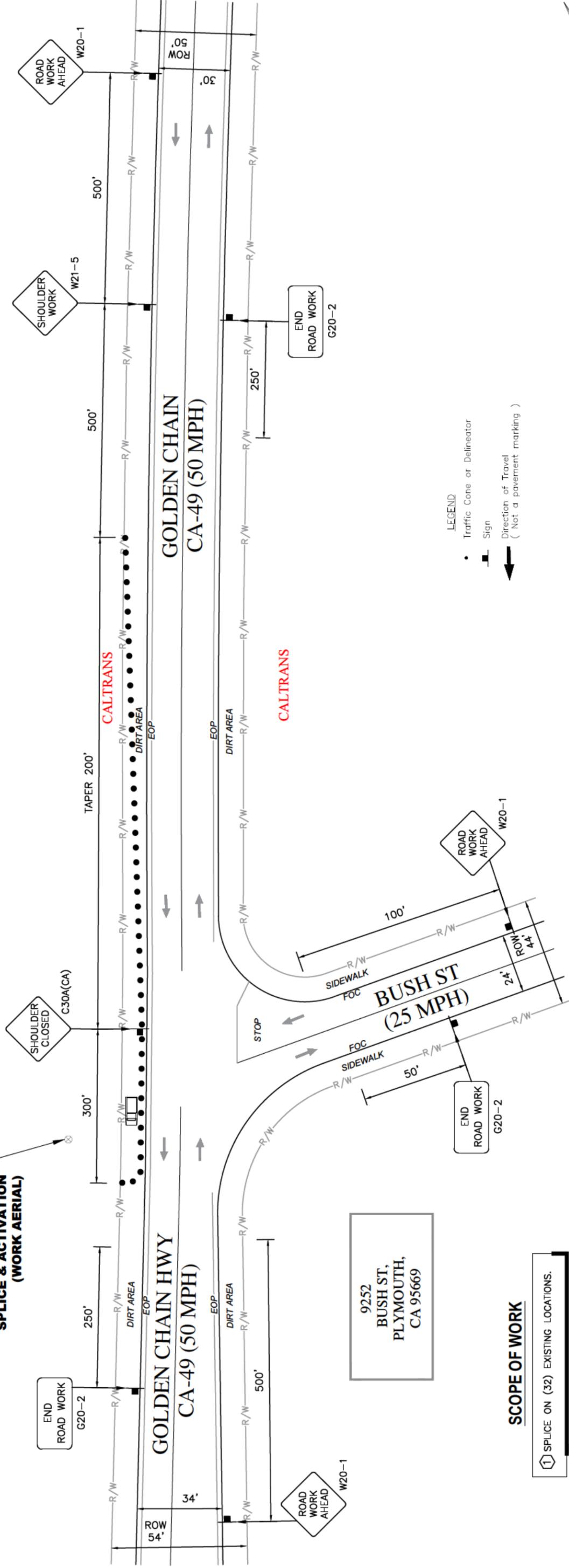
(* NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

**EXISTING POLE
SPLICE & ACTIVATION
(WORK AERIAL)**

18265
CA-49,
PLYMOUTH,
CA 95669

R/W. P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY,
PUBLIC UTILITY EASEMENT AND/OR PUBLIC
SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN
AREAS OF QUESTION.

"NO LANE CLOSURE WILL BE ALLOWED
BETWEEN 6:00 AM AND 9:00 AM AND
BETWEEN 3:30 PM AND 6:30 PM. AT
OTHER TIMES, AT LEAST ONE LANE OF
TRAFFIC SHALL BE KEPT OPEN TO THE
GENERAL PUBLIC."



SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY



SCALE: 1" = 40'

CONSTRUCTION FOOTAGE = 300'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P/E
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a
Dig Alert Identification Number to be issued before a
"Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



4746 Clayton Rd.
Concord, CA, 94521
(925) 498-2159
e-mail: eflanning@gmail.com
www.planneng.com

Planneng

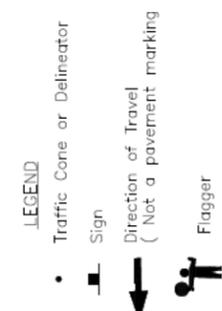
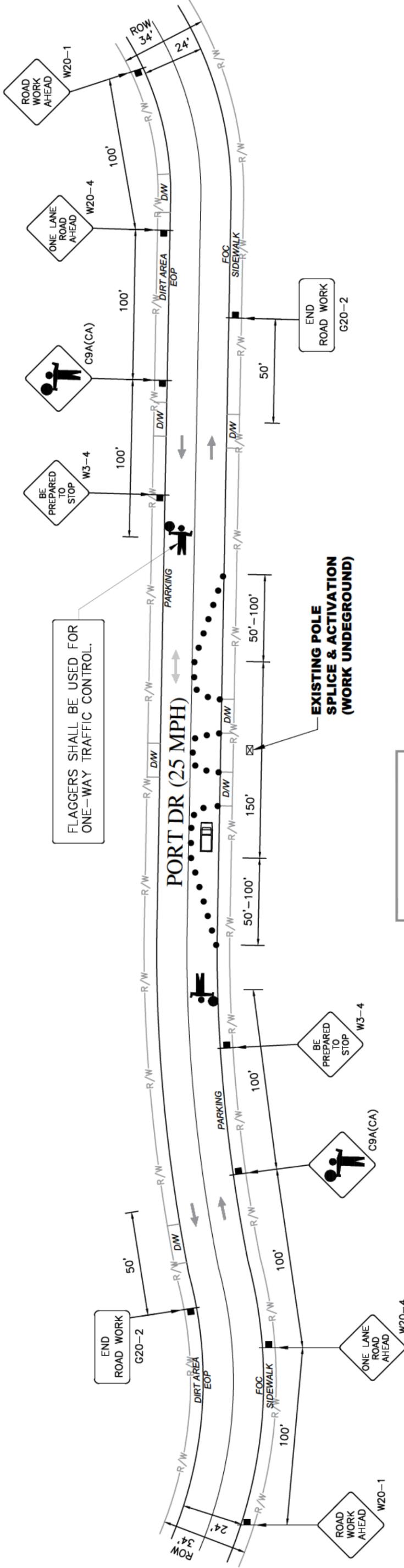
PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (27 OF 32)
SYSTEM: PLYMOUTH
NODE:

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

8817
PORT DR,
PLYMOUTH,
CA 95669



SCOPE OF WORK



LINETYPES



R/W. P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

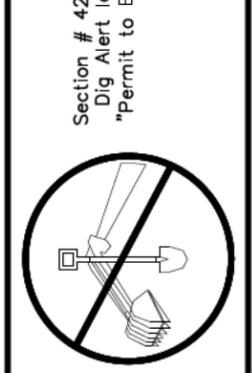
8796
PORT DR,
PLYMOUTH,
CA 95669

SCALE: 1" = 40'



PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (28 OF 32)
SYSTEM: PLYMOUTH
NODE:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. CALL TOLL-FREE 48 HOURS BEFORE YOU DIG UNDERGROUND SERVICE ALERT 1-800-227-2600



CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

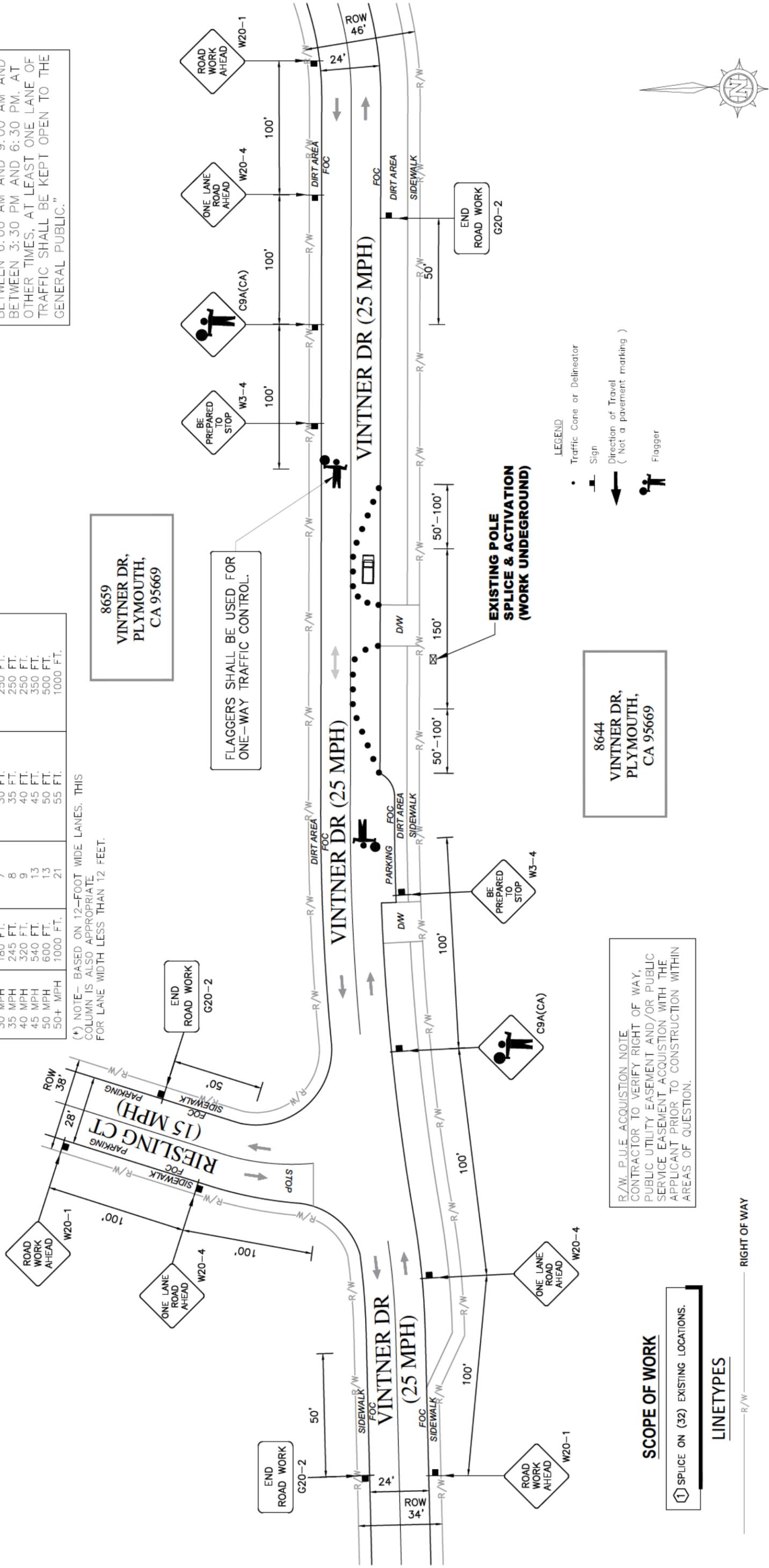
REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N.P/E
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.



R/W, P.U.E. ACQUISITION NOTE
 CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

SCOPE OF WORK

SPlice ON (32) EXISTING LOCATIONS.

LINETYPES

———— R/W ————— RIGHT OF WAY

- LEGEND**
- Traffic Cone or Delimitator
 - Sign
 - Direction of Travel (Not a pavement marking)
 - ⚠ Flagger



SCALE: 1" = 40'

CONSTRUCTION FOOTAGE = 150'

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
 DRAWN BY: IB/AF
 DRAWN BY:
 APPROVED:
 APPROVED:

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

IMPORTANT NOTICE
 Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
 CALL TOLL-FREE
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT
 1-800-227-2600

Mastec
 Communications Group

4746 Clayton Rd.
 Concord, CA, 94521
 (925) 498-2159
 e-mail: eflanning@gmail.com
 www.planning.com

PROJ#: JB2325541
 CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (29 OF 32)
 SYSTEM: PLYMOUTH
 NODE:

8659 VINTNER DR, PLYMOUTH, CA 95669

8644 VINTNER DR, PLYMOUTH, CA 95669

R/W: P.U.E ACQUISITION NOTE.
CONTRACTOR TO VERIFY RIGHT OF WAY,
PUBLIC UTILITY EASEMENT AND/OR PUBLIC
SERVICE EASEMENT ACQUISITION WITH THE
APPLICANT PRIOR TO CONSTRUCTION WITHIN
AREAS OF QUESTION.

9035
RANDOLPH DR,
PLYMOUTH,
CA 95669

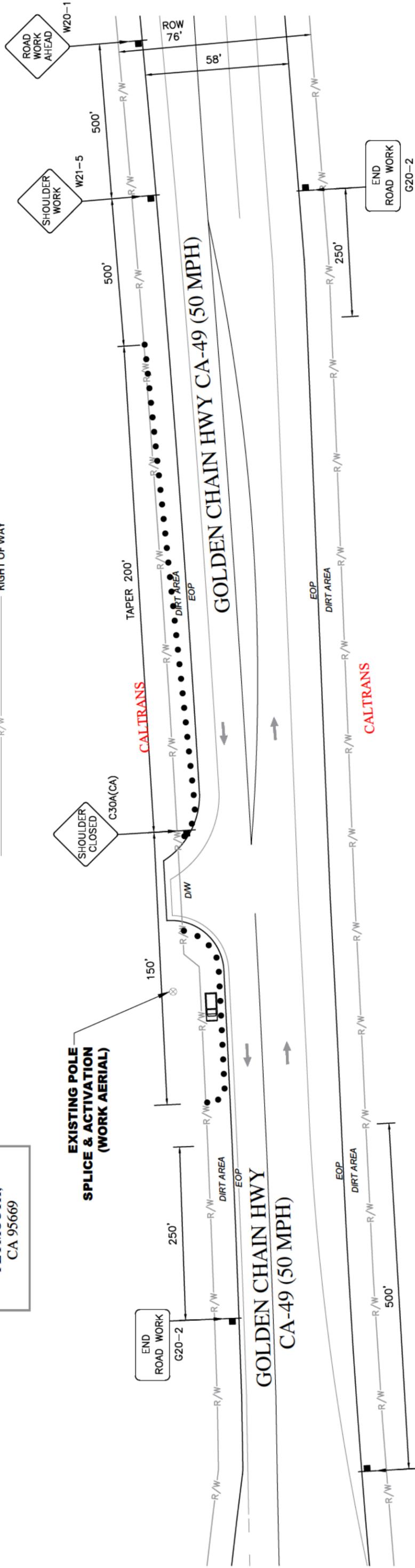
SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W ————— RIGHT OF WAY

"NO LANE CLOSURE WILL BE ALLOWED
BETWEEN 6:00 AM AND 9:00 AM AND
BETWEEN 3:30 PM AND 6:30 PM. AT
OTHER TIMES, AT LEAST ONE LANE OF
TRAFFIC SHALL BE KEPT OPEN TO THE
GENERAL PUBLIC."



17830
CA-49,
PLYMOUTH,
CA 95669

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(*) NOTE- BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

LEGEND
• Traffic Cone or Delineator
— Sign
→ Direction of Travel (Not a pavement marking)

CONSTRUCTION FOOTAGE = 300'

SCALE: 1" = 40'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE
Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.
CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



Mastec
Communications Group
PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (30 OF 32)
SYSTEM: PLYMOUTH
NODE:

4746 Clayton Rd.
Concord, CA, 94521
(925) 498-2159
e-mail: spinning@gmail.com
www.planning.com

Planneng

SHEET: 33 OF 36

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

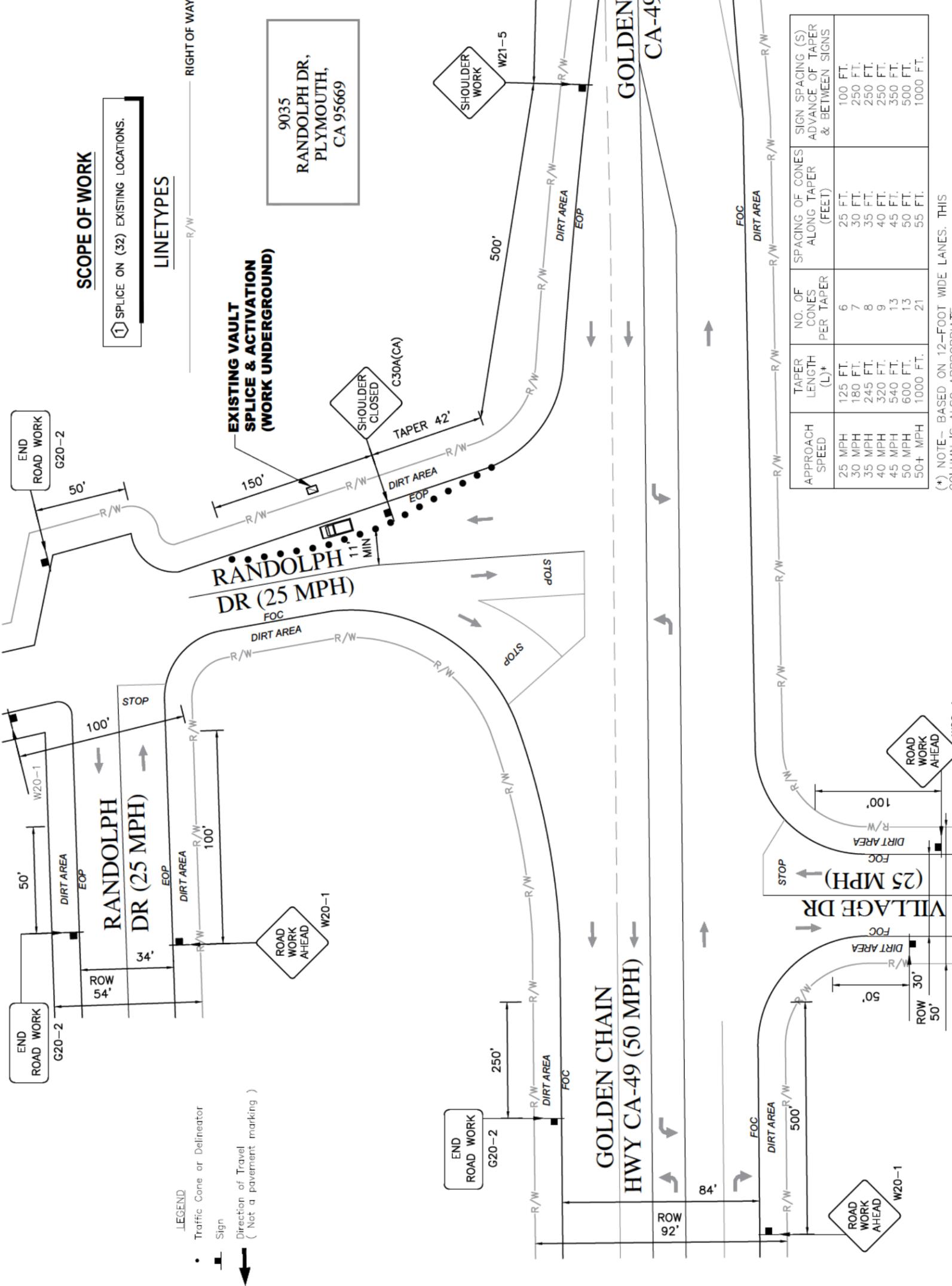
9035 RANDOLPH DR, PLYMOUTH, CA 95669

SCOPE OF WORK

① SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY



- LEGEND**
- Traffic Cone or Delineator
 - Sign
 - Direction of Travel (Not a pavement marking)

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

(* NOTE - BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

SCALE: 1" = 40'



4746 Clayton Rd.
Concord, CA 94521
(925) 498-2159
e3 planning@gmail.com
www.planneng.com

PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (31 OF 32)
SYSTEM: PLYMOUTH
NODE:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



CONSTRUCTION FOOTAGE = 150'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

APPROACH SPEED	TAPER LENGTH (L)*	NO. OF CONES PER TAPER	SPACING OF CONES ALONG TAPER (FEET)	SIGN SPACING (S) ADVANCE OF TAPER & BETWEEN SIGNS
25 MPH	125 FT.	6	25 FT.	100 FT.
30 MPH	180 FT.	7	30 FT.	250 FT.
35 MPH	245 FT.	8	35 FT.	250 FT.
40 MPH	320 FT.	9	40 FT.	250 FT.
45 MPH	540 FT.	13	45 FT.	350 FT.
50 MPH	600 FT.	13	50 FT.	500 FT.
50+ MPH	1000 FT.	21	55 FT.	1000 FT.

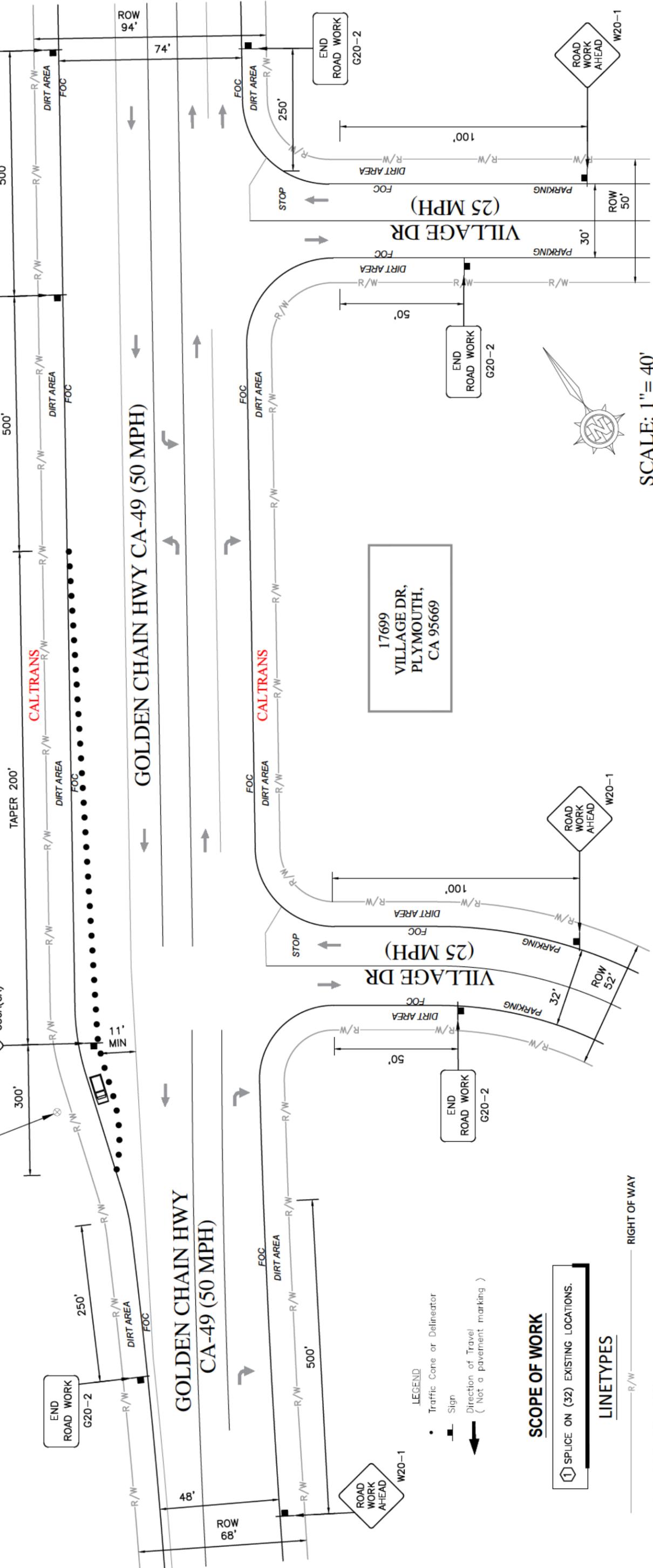
(*) NOTE— BASED ON 12-FOOT WIDE LANES. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTH LESS THAN 12 FEET.

EXISTING POLE SPLICE & ACTIVATION (WORK AERIAL)

17705
CA-49,
PLYMOUTH,
CA 95669

"NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM AND BETWEEN 3:30 PM AND 6:30 PM. AT OTHER TIMES, AT LEAST ONE LANE OF TRAFFIC SHALL BE KEPT OPEN TO THE GENERAL PUBLIC."

R/W, P.U.E. ACQUISITION NOTE
CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.



SCOPE OF WORK

1 SPLICE ON (32) EXISTING LOCATIONS.

LINETYPES

— R/W — RIGHT OF WAY

- LEGEND**
- Traffic Cone or Delineator
 - Sign
 - Direction of Travel (Not a pavement marking)



SCALE: 1" = 40'

CONSTRUCTION FOOTAGE = 300'

THIS IS AN COMCAST DOCUMENT, PROPRIETARY & CONFIDENTIAL

REV	DESCRIPTION	DATE
0	ISSUE FOR PERMIT	10/06/2025

DESIGN: N,PE
DRAWN BY: IB/AF
DRAWN BY:
APPROVED:
APPROVED:

IMPORTANT NOTICE

Section # 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid For your Dig Alert I.D.

CALL TOLL-FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600



Mastec
Communications Group

4746 Clayton Rd.
Concord, CA, 94521
(925) 498-2159
e-mail: eflanning@gmail.com
www.planning.com

PROJ#: JB2325541
CONSTRUCTION TYPE: TRAFFIC CONTROL PLAN (32 OF 32)
SYSTEM: PLYMOUTH
NODE:
SHEET: 35 OF 36

5.4



CITY COUNCIL AGENDA ITEM NO. 5.4
01/08/2026

SUBJECT: FY 2024/25 Regional Transportation Mitigation Fee Annual Report

DEPARTMENT: City Manager

STAFF: Interim City Manager Cameron Begbie

TITLE

REVIEW OF AMADOR COUNTY TRANSPORTATION COMMISSION'S FY 2024/25 REGIONAL TRANSPORTATION MITIGATION FEE ANNUAL REPORT AND APPROVAL OF RESOLUTION 2026-01.

BACKGROUND

In 2006, the County of Amador and all five incorporated cities, including the City of Plymouth, entered into a Memorandum of Understanding (MOU) with the Amador County Transportation Commission (ACTC) to establish the Regional Traffic Mitigation Fee (RTMF) Program. The program was created to ensure that new development contributes proportionally to mitigating its impacts on the regional roadway system and to provide a coordinated, equitable mechanism for funding regional transportation improvements necessary to serve growth throughout Amador County. Under the MOU and the requirements of the Mitigation Fee Act, the RTMF is assessed on new building construction, with collected revenues restricted to a defined list of eligible transportation projects identified in the RTMF Nexus Plan. The Nexus Plan establishes the relationship between each project, and the development-related traffic impacts it is intended to address, ensuring compliance with statutory nexus requirements. Each participating jurisdiction is required to track, report, and account for RTMF funds annually, and ACTC compiles these reports into a consolidated countywide summary for public disclosure and program administration.

During FY 2024/25, the City of Plymouth did not collect any Regional Traffic Mitigation Fees. No qualifying development activity occurred during the reporting period that would have required RTMF assessment. As a result, the City did not receive, expend, or encumber any RTMF funds, nor were any interest earnings accrued.



**CITY COUNCIL AGENDA ITEM NO. 5.4
01/08/2026**

ENVIRONMENTAL DETERMINATION

Approval of the RTMF Annual Status Report is not a project under CEQA because it is an administrative action with no potential to affect the environment.

FISCAL IMPACT

There is no fiscal impact associated with approval of the RTMF Annual Status Report.

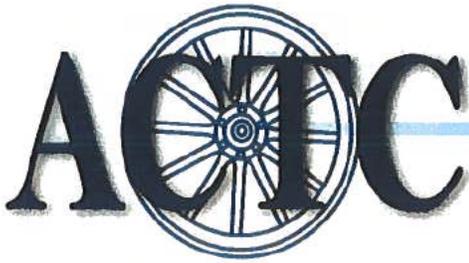
RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file the Amador County Regional Traffic Mitigation Fee (RTMF) Program Annual Status Report for Fiscal Year 2024/25; and
2. Adopt Resolution No. 2026-01, approving the RTMF Annual Status Report for submittal to the Amador County Transportation Commission (ACTC).

ATTACHMENT(S)

1. Amador County Regional Traffic Mitigation Fee Program Annual Status Report for Fiscal Year 2024/25
2. Resolution 2026-01



DATE: December 30, 2025

TO: Susan Bragstad, Vice Mayor, City of Amador City
George Lee, City Manager, City of Lone
Carl Simpson, City Manager, City of Jackson
Cameron Begbie, City Manager, City of Plymouth
Tom DuBois, City Manager, City of Sutter Creek
Chuck Iley, County Administrative Office, Amador County

FROM: John Gedney, Executive Director

SUBJECT: FY 2024/25 Regional Transportation Mitigation Fee Annual Report

Please find the attached Annual Report for the Amador County Regional Traffic Mitigation Fee (RTMF) Program for Fiscal Year 2024/25. Along with the Report, the attachments include:

- FY 2024/25 revenue by jurisdiction
- Program expenditures by project
- Currently-adopted fee schedule
- Eligible Project Listing
- RTMF Reporting Form

Also included in the attachments is a draft resolution adopting the Annual Report provided in Word version for editing purposes.

All cities and the County are asked to appoint a representative to the RTMF Oversight Committee for the next calendar year to participate in the annual meetings as needed, to consider program obligations, expenditures, and policy.

cc:

Joyce Davidson, City Clerk, City of Amador City
Janice Traverso, City Clerk, City of Lone
John (Jack) Georgette, City Clerk, City of Jackson
Victoria McHenry, City Clerk, City of Plymouth
Aaron Wolcott, City Clerk, City of Sutter Creek
Jennifer Burns, Clerk of the Board, Amador County Board of Supervisors

JG- Attachments

Amador County Regional Traffic Mitigation Fee Program Annual Status Report for Fiscal Year 2024/25

The purpose of this Annual Report is to document Regional Traffic Mitigation Fee (RTMF) program history, describe project obligations, identify approved expenditures, account for new revenues, and describe new program modifications.

RTMF PROGRAM HISTORY

In 2006, the County of Amador and all five (5) incorporated cities adopted a Memorandum of Understanding (MOU) with the Amador County Transportation Commission (ACTC) to establish the RTMF program to collect fees on new building construction within Amador County for the purpose of mitigating traffic impacts on the regional roadway system. By statute, these fees can only be spent on a specified list of projects subject to a Nexus Plan that describes the relationship between the ‘project’ and its ‘impact’.

Pursuant to the original 2006 RTMF program agreement, fees collected by the cities and the County were set at a rate of \$283.20 per trip end. In Fiscal Year (FY) 07/08, the cities and County increased the fee (due to inflation) to \$304.00 per trip end. In FY 14/15, the fee schedule was modified again, increasing the Residential trip rate to \$388/trip end and reducing specific high-volume Commercial trip rates to \$167/trip end. The updated MOU, Fee Schedule (Attachment D), and Capital Improvement Program (Attachment C) was approved in FY 15/16 by the County and all five (5) member cities.

Since its inception, the RTMF program has helped to fund construction of seven (7) regionally significant transportation projects, shown below:

1. SR 88/104 (Martell – County)
2. Mission Boulevard (City of Jackson)
3. Court Street/SR 88 (City of Jackson)
4. SR 49/Main Street (City of Jackson)
5. Sutter-Ione Road (City of Sutter Creek)
6. SR 104/Prospect Drive-Bowers Drive (Sutter Creek)
7. SR 49/Main Street Roundabout (City of Plymouth)

In addition, the Program has obligated contributions toward the following projects currently in the planning or project development phase:

8. Sutter Street Extension/SR 49-88 (City of Jackson)
9. Western Ione Roadway Improvement Strategy (WIRIS) – (City of Ione)
10. Argonaut Lane/SR 49-88 (Martell - County)
11. Wicklow Way Extension

The RTMF Oversight Committee (OC) is comprised of one (1) appointed representative from each City and the County. The ACTC also appoints a representative. The OC meets annually to review the prior FY Annual Report, and provide recommendations for any funding, project, or other program adjustments to be considered for adoption by member agencies. In 2014/15, the cities and County agreed to modify the original MOU to state that the ACTC member would be a representative of the County.

MEMORANDUM OF UNDERSTANDING (MOU) MODIFICATION

At its May 3, 2018 meeting, the RTMF OC recommended that the RTMF MOU be modified to designate the agreement as “binding” among participant jurisdictions. This action was taken in response to:

- 1) The City of Ione agreement with a developer resulting in the deferral/loss of \$504,000 to the RTMF program.
- 2) The lack of a formal mechanism to reimburse the RTMF program for costs related to the Bowers Dr/Prospect Dr project in the City of Sutter Creek.

The OC committee intention with the action was to ‘bind’ member jurisdictions to requirements, stated in the MOU under Exhibit D “Administrative Policies and Procedures”, that any recommendations for deferrals, reimbursements, and/or adjustments to RTMF fees be brought before the RTMF OC for review and approval.

RTMF FY 2024/25 PROGRAM ACTION

Three (3) OC meetings were held during FY 2024/25. Two (2) of which discussed annual program funding and potential projects, paving equipment for roadway rehabilitation projects in Amador County, and the 2024 ‘Nexus’ & ‘Proportionality’ Study update. ACTC hired DKS consulting firm to complete the Study to align with the recently updated 2024 Regional Transportation Plan (RTP). Another meeting held on February 18th was specifically related to the Gold Rush Ranch Development (Sutter Creek Ranch Development), where representatives discussed potential repayment of the costs associated with the Bowers/Prospect Dr. project with no resolution to date. No new funding actions or amendments to RTMF policies were approved during FY 2024/25.

ANNUAL FEES

As required by the MOU, each city and the County submits RTMF revenues to ACTC for deposit into an account solely designated for the RTMF program. In FY 24/25, the RTMF program received revenue from member jurisdictions (including interest earnings of \$111,040) totaling \$320,636. Those FY 24/25 contributions are shown below:

• Amador County	=	\$ 128,996
• Ione	=	\$ 73,682
• Jackson	=	\$ 0
• Sutter Creek	=	\$ 3,878
• Plymouth	=	\$ 0
• Amador City	=	\$ 3,040
• Interest (County/RTMF)	=	\$4,511/106,528
○ Total	=	\$320,636

On Attachment A these contributions from member jurisdictions bring fund revenue since program inception to total \$11,946,250 Attachment B lists RTMF project revenue, approved expenditures, current obligations, and project status. (The projects shown as “Completed” were constructed with final expenditures recorded prior to FY 14/15.)

The following summary outlines the current status of RTMF-funded projects, current funding obligations, and actions of the RTMF OC through FY 24/25:

SR 104 - Prospect Drive/Bowers Drive Intersection/Realignment

The RTMF OC approved this project with the condition that the Gold Rush Ranch development project would repay the RTMF program for the entire cost of the project - \$1,482,127.

Conditions of Approval for the Gold Rush Ranch development project (City of Sutter Creek) required Gold Rush Ranch to repay the RTMF program for the total cost incurred for the SR 104 - Prospect Drive/Bowers Drive Intersection/Realignment project and to complete additional lane(s) and signalization before the first Gold Rush building permit could be approved. These Conditions mitigated impacts generated by additional traffic from the Gold Rush development pursuant to the Gold Rush Ranch EIR and project approval documents.

The Gold Rush Ranch Tentative Map is now expired. ACTC is in discussions with Sutter Creek representatives to consider appropriate mechanisms for repayment of Prospect Drive/Bowers Drive project costs.

SR 49/Main Street, Plymouth

The RTMF OC recommended \$200,000 to be programmed as a local match for the City of Plymouth's SR 49/Main Street intersection project. This expenditure has been recorded. The Project was constructed at a cost of \$3.8 million.

Sutter Street Extension, Jackson

In past years, the RTMF OC obligated \$1,300,000 to the Sutter Street Extension project. In 2006, the City of Jackson spent \$387,586 acquiring a key piece of ROW leaving an obligated balance of \$912,414. In FY 08/09, the OC authorized the City of Jackson to initiate project development efforts utilizing the \$912,414 programmed balance.

Remediation efforts by the California Environmental Protection Agency (EPA) and Department of Toxic Substances Control to retrofit the dam at the existing terminus of Sutter Street temporarily suspended project development efforts. In 2015, EPA approved a Phase 2 Removal Action. With the subsequent confirmation of satisfactory restoration of residential properties, EPA cleared the way for development efforts on the Sutter Street Extension project to recommence in 2019.

During this time period, a total of \$175,120 was expended leaving a balance of \$737,294 available for future project development efforts. In the past four (4) fiscal years, the City has expended an additional \$631,836 on continued planning and project development work. A balance of \$105,458 was left as of June 30, 2024.

Western Ione Roadway Improvement System (WIRIS)

The WIRIS project, identified as mitigation in the Ione General Plan and cited in prior development approvals, received an initial obligation of \$618,975 from the RTMF program. In FY 09/10, at a cost of \$124,187, Dokken Engineering completed a Project Study Report (PSR) selecting a preferred alignment and funding strategy. At that time, the PSR estimated the total cost for the WIRIS to be \$113.4 million.

In FY 09/10, given reduced expectations for funding at the Federal, State, and Local level, the OC recommended continued funding for development of the WIRIS project at a cost not to

exceed \$177,000. After work to revise the PSR work was undertaken, that effort was suspended after incurring an additional \$45,279 in expenditures.

During FY 14/15, the City again revised its planning effort to focus on a down-scaled WIRIS project - OC authorized \$131,721 for continued work on the WIRIS project. This effort was to focus on improvements to existing roadway alignments for use as a bypass alternative. In FY 16/17, the City of Ione requested an additional \$80,000 in RTMF funding to prepare the updated WIRIS Project Report. The WIRIS Project Report was completed in FY 17/18 and the City was reimbursed in the amount of \$211,225.

Project alternatives developed by the Report were presented to the Ione Planning Commission and may be presented to the Ione City County for its consideration of formal adoption of a preferred, alternative alignment. The OC agreed not to provide additional RTMF funding until the Ione City Council takes further action on the Project.

Argonaut Lane-SR 49/88 Intersection

In FY 07/08, citing Right of Way and Project Cost constraints, the OC recommended the project development process be suspended.

Wicklow Way Extension

In FY 15/16, the RTMF OC agreed to loan up to 50% of funding from the Sutter Street Extension project to begin preliminary engineering for the Wicklow Way Extension project.

County staff estimated a cost of \$284,500 to prepare a Project Study Report (conduct environmental assessments and initiate preliminary engineering and design) for the Wicklow Way Extension project. To date, the study has not been initiated and \$284,500 remains obligated to the project.

The \$284,500 loan was repaid to the Sutter Street Extension project utilizing subsequent, annual contributions to the RTMF program.

SR 88 / Pine Grove Improvements

During FY 17/18, the RTMF OC authorized programming \$1,000,000 in RTMF funding to be commitment to Construction costs for the Pine Grove Improvements project. This funding amount had been previously approved through adoption of the 2015 Amador County Regional Transportation Plan as shown on the attached RTP Tier I / RTMF Project list. In June 2024 the RTMF OC de-obligated \$826,000 in RTMF funding to be swapped with an equivalent amount of Congestion Mitigation & Air Quality funding apportionments. A total of \$174,000 in RTMF funds remain programmed to the Construction Phase. In FY 24/25, Amador County advertised and awarded the construction contract to George Reed with the anticipation that construction will be being in early 2026.

FY 24/25 RTMF Fund Balance

During FY 24/25, the RTMF program received additional revenue from its member jurisdictions totaling **\$209,596** along with **\$111,040 in interest** totaling **\$320,636** (Attachment A) in new revenue. Attachment B shows total remaining unprogrammed fund balance after accounting for current funding obligations. As of June 30, 2025, **\$4,794,896** is available for programming to eligible RTMF projects.

Attachment C lists current funding commitments toward projects on the RTMF Capital Improvement Program (CIP). (As approved through its adopted Nexus Study) Recently ACTC worked with consultant support to update the Nexus Study to align with the CIP list in the newly adopted 2024 Amador County Regional Transportation Plan and the new policies within the RTP to focus primarily on the rehabilitation and reconstruction of local streets and roadways in the County.

Attachment D shows the currently-adopted Fee Schedule.

Attachment E is a RTMF reporting sheet for the jurisdictions to provide the detailed information pertaining to the fees received.

Attachment F is the annual draft resolution for the jurisdictions use.

ATTACHMENT A
Amador County Regional Traffic Mitigation Fee Program
Revenue Report Fiscal Year 2024/25

	Amador County	Ione	Jackson	Sutter Creek	Plymouth	Amador City	Interest	Totals
Beg Balance	966,381	234,921	234,604	427,000	0	0	24,786	1,887,692
02/03 Revenue	81,288	8,298	10,823	15,611	0	0	5,879	121,899
*03/04 Revenue	406,321	34,186	58,426	15,084	0	0	17,868	531,885
04/05 Revenue	348,772	36,152	158,670	13,450	0	0	38,164	595,208
05/06 Revenue	445,646	165,675	77,653	185,473	0	0	67,515	941,962
06/07 Revenue	771,585	178,732	89,125	40,023	0	0	102,906	1,182,371
07/08 Revenue	317,795	4,410	85,726	5,660	0	0	131,323	544,914
08/09 Revenue	172,115	7,811	7,669	0	0	0	94,227	281,822
09/10 Revenue	90,072	0	9,413	0	0	0	43,684	143,169
10/11 Revenue	86,601	0	15,158	0	0	0	20,905	122,664
11/12 Revenue	48,906	3,059	0	0	0	0	12,842	64,807
12/13 Revenue	58,480	898	95,097	0	0	0	7,596	162,071
13/14 Revenue	82,050	233,707	0	0	0	0	1,610	317,367
14/15 Revenue	104,918	10,431	3,042	0	0	0	4,512	122,903
15/16 Revenue	115,085	72,692	0	33,440	0	9,120	6,036	236,373
16/17 Revenue	117,269	94,390	25,763	16,013	0	0	6,784	260,219
17/18 Revenue	141,586	304,527	37,397	14,937	62,080	0	2,496	563,024
18/19 Revenue	87,213	262,354	20,852	19,390	85,360	0	3,208	478,377
19/20 Revenue	147,144	151,170	134,152	0	58,200	0	1,882	492,548
**20/21 Revenue	705,246	368,998	17,635	3,878	46,560	0	7,606	1,149,923
21/22 Revenue	186,810	415,388	34,920	11,634	46,560	0	3,465	698,777
22/23 Revenue	141,132	139,608	0	17,133	27,160	0	6,217	331,250
23/24 Revenue	203,071	108,584	37,685	15,512	23,280	0	6,257	394,389
24/25 Revenue	128,996	73,682	0	3,878	0	3,040	111,040	320,636
Total Revenue	\$5,954,483	\$2,909,673	\$1,153,810	\$838,116	\$349,200	\$12,160	\$728,808	\$11,946,250

* Amador County revenue for FY 03/04 includes \$112,614 in funding from the Jackson Rancheria casino

** Amador County revenue for FY 20/21 includes \$572,395 from the Buena Vista casino

ATTACHMENT B

Amador County Regional Traffic Mitigation Fee (RTMF) Program Income by Customer / Expenditures-Obligations by Project Summary As of June 30, 2025

Jurisdiction	Revenue	MOU Status
Amador City	\$12,160	Approved
Amador County	\$5,954,483	Approved
Ione	\$2,909,673	Approved
Jackson	\$1,153,810	Approved
Plymouth	\$349,200	Approved
Sutter Creek	\$838,116	Approved
Interest	\$728,808	
Total Revenue	<u>\$11,946,250</u>	

Project	Expenditures	Project Status
Prospect Drive-SR 104	\$1,482,127	Completed
Mission Boulevard	\$847,851	Completed
Court Street (Jackson)	\$67,293	Completed
SR 49-Main Street (Jackson)	\$757,000	Completed
Sutter/Ione Road-SR 49 (Sutter Creek)	\$1,200,000	Completed
SR 88-Ridge Road	\$100,967	Completed
Sutter Street Extension	\$1,194,542	Planning
Ione Bypass PSR I (WIRIS)	\$124,187	Suspended
Ione Bypass PSR II (WIRIS)	\$45,279	Suspended
Ione Bypass PSR III (WIRIS)	\$211,225	Planning
SR 49-Main Street (Plymouth)	\$200,000	Completed
Argonaut Lane-SR 49/88	\$118,642	Suspended
Total Expenses	<u>\$6,349,113</u>	

Obligations	Project	Project Status
	Sutter Street Extension	Planning
	Ione WIRIS	Planning
	Wicklow Way Extension	Planning
	SR 88 / Pine Grove Improvements	PS&E/ROW
	Total Obligations	<u>\$802,242</u>

	<u>\$4,794,896</u>
Total Un-obligated Balance	
TOTAL RTMF Fund Balance	<u>\$5,597,138</u>

Table 5. 2024 Amador County Regional Transportation Plan - Amendment Approved 11/06/25

Regional and State Highway Project Listing Tiers

Rank	Location	Project Location	Description	Time Frame ¹	2024 Cost Estimate (1,000s)	Revenue(1,000s)				Sales Tax Measure	Other Source (HBP, HSIP,
						RIP	LTF	RSTP	RTMF		
Previously Programmed Projects											
N/A	County	SR 88/Pine Grove Corridor Improvement Project	Safety Improvements	(+3 year)	\$8.300	x		x	x		RIP STP CM AQ RSTP
N/A	County	Fiddletown Road Bridge	Bridge replacement	(+3 year)	\$2.480						HBP
N/A	County	Old Amador Road Bridge	Bridge replacement	(+3 year)	\$2.126						HBP
N/A	County	Bell Road Bridge	Bridge replacement	(+3 year)	\$1.908						HBP
N/A	County	Carbondale Road Bridge	Bridge replacement	(+3 year)	\$3.758						HBP
N/A	Jackson	French Bar Road Bridge	Bridge replacement	(1 year)	\$4.825						HBP
N/A	Jackson	South Avenue Bridge	Bridge replacement	(+3 year)	\$3.093						HBP
N/A	Jackson	HSIP Lighting Project	SR 88/49 Corridor	(+3 year)	\$0.199						HSIP
N/A	County-80	Buena Vista Road (from County Line to Camanche Parkway North)	Minor pavement repairs, culverts, mill and overlay	(+3 year)	\$1.117	x					
N/A	County-9	Shake Ridge Road (from Ponderosa Way to Cad Clara Way)	Minor pavement repairs, culverts, mill and overlay	(+3 year)	\$0.836	x					
N/A	County-9	Shake Ridge Road (from Cad Clara Way to Fiddletown Road)	Minor pavement repairs, culverts, mill and overlay	(+3 year)	\$0.690	x					
N/A	County-52	Fiddletown Road (from PM 6.2 to Hale Road)	Reconstruction	(+3 year)	\$0.848	x					
Tier I- Regional Projects (Funded)											
1	County-52	Fiddletown (from Hale Rd. to Brockman Mill Rd.)	Reconstruction	(+3 years)	\$3.164		\$3.164		**		
2	County-81	Buena Vista Rd. (PM 5.0 to Stony Creek)	Reconstruction	(+3 years)	\$1.723	\$1.723			**		
3	Sutter Creek	Church St. (Main St. to city limits) #3 priority of city	Asphalt Concrete Overlay	(+3 years)	\$0.641		\$0.641		**		
4	Sutter Creek	Sutter Hill Rd. (Main St. to Eureka Rd.)#1 priority of city	Asphalt Concrete Overlay	(+3 years)	\$0.610			\$0.305	\$0.305		
5	Plymouth	Old Sacramento Rd. (City limits to Latrobe Rd.)	Asphalt Concrete Overlay	(+3 years)	\$1.698	\$1.698					
6	Ione	S.Sacramento St., W. Mariette, S. Mills, W. Main St. (Junior High School access Rds.)	Asphalt Concrete Overlay	(+3 years)	\$0.665			0.332	\$0.305		
7	Sutter Creek	Spanish St. (Keyes St. to N. Amelia St.) #2 priority of city	Asphalt Concrete Overlay	(+3 years)	\$0.534			\$0.534	**		
8	County-74	Michigan Bar Rd. (county line to Carbondale Rd.)	Microsurfacing	(+3 years)	\$0.608	\$0.608					
9	County-80	Buena Vista Rd. (SR 88 to SR 104)	Minor pavement repairs, culverts, mill and overlay	(+3 years)	\$0.914	\$0.914					
10	County-81	Buena Vista Rd. (Stony Creek to Camanche Parkway North)	Reconstruction	(+3 years)	\$1.177	\$1.177			**		
11	County-74	Michigan Bar Rd. (Carbondale Rd. to SR 104)	Microsurfacing	(+3 years)	\$0.706	\$0.706			**		
12	County-22	Ridge Road (from Running Gold Road to City Limits)	Minor pavement repairs, culverts, mill and overlay	(+ 5 year)	\$0.742	\$0.742			**		
13	Sutter Creek *	Old SR 49/Main St.-SR 49 to Church St.	Asphalt concrete overlay	(+ 5 year)	\$3.000			\$3.000	**		City-\$1 Mil
14	County-22	Ridge Road (from Ridge View Drive to Ridge Frontage Road (West))	Minor pavement repairs, culverts, mill and overlay	(+ 5 year)	\$0.792	\$0.792			**		
15	County-30	Argonaut Lane	Minor pavement repairs, culverts, mill and overlay	(+ 5 year)	\$0.174	\$0.174			**		
16	County-22	Ridge Road (from Ridge Frontage Road (West) to Running Gold Road)	Minor pavement repairs, culverts, mill and overlay	(+ 5 year)	\$0.605	\$0.605			**		
17	County-22	Ridge Road (from Climax Road to Ridge View Drive)	Minor pavement repairs, culverts, mill and overlay	(+ 5 year)	\$0.638	\$0.638			**		
18	Sutter Creek	Main Street/Hanford Street-field to north city limits	Asphalt concrete overlay	(+ 5 year)	\$2.500			\$2.500	**		
19	County-80	Buena Vista Road (from Stony Creek Road to Waters Ranch)	Minor pavement repairs, culverts, mill and overlay	(+10 year)	\$0.935	\$0.935			**		
20	Amador City *	Main Street Paving	pavement rehab., signing, and striping	(+10 year)	\$1.077			\$1.077	**		City-\$500K
21	County-9	Shake Ridge Road (from Buckeyes Drive to Bottimore Court)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.566	\$0.566			**		
22	County-55	Shenandoah Road (Plymouth City Limits to PM 0.75)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.413	\$0.413			**		
23	County-258	Camanche Parkway North (from Lakeview Drive (west) to Curran Road)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.671	\$0.671			**		
24	County-20	Jackson Gate Road	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.523		\$0.523		**		
25	County-48 *	Old Highway 49 (from Sutter Creek City Limits to Amador City City Limits (E))	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.479		\$0.479		**		
26	County-48 *	Old Highway 49 (from Amador City City Limits (W) to HWY 49)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.330			\$0.330	**		County-\$800K
27	County-9	Shake Ridge Road (from Oneto Road (east) to Quartz Mountain Road East)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.748			\$0.748	**		
28	County-9	Shake Ridge Road (from Quartz Mountain Road East to Stage Drive)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.682			\$0.682	**		
29	County-9	Shake Ridge Road (from Ponderosa Annex to Buckeye Drive)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.825			\$0.825	**		

* Redeveld relinquishment funding for this section, must commit "other source" section amount to receive funding-see 9/4/25 minutes ** TBD by RTMF OC *** TBD by Caltrans

30	County-9	Shake Ridge Road (from Fernridge Road to Wondering Hill Drive)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.677					**		
31	County-9	Shake Ridge Road (from Wondering Hill Drive to SR 88)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$0.754					**		
32	County-258	Camanche Parkway North (from Curran Road to Coal Mine Road)	Minor pavement repairs, culverts, mill and overlay	(+15 year)	\$1.018					**		
33	County-55	Shenandoah Road (from PM 8.0 to El Dorado County Line)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.594					**		
34	County-9	Shake Ridge Road (from City Limits to Pine Gulch Road)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.401					**		
35	County-9	Shake Ridge Road (from Fiddletown Road to Wagon Wheel Drive)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.776					**		
36	County-258	Camanche Parkway North (from Coal Mine Road to Buena Vista Road)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$1.513					**		
37	County-55	Shenandoah Road (from Ostrum Road to PM 8.0)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.776					**		
38	County-52	Fiddletown Road (from PM 3.0 to Quartz Mountain Road North)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$1.034					**		
39	County-52	Fiddletown Road (from Brockman Mill Road to Ponderosa Drive)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.709					**		
40	County-9	Shake Ridge Road (from Pine Gulch Road to Oneto Road (east))	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.924					**		
41	County-9	Shake Ridge Road (from Stage Drive to Ponderosa Annex)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$1.028					**		
42	County-9	Shake Ridge Road (from Bottimore Court to Ponderosa Way)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.924					**		
43	County-9	Shake Ridge Road (from Wagon Wheel Drive to Fernridge Road)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.996					**		
44	County-1	New York Ranch Road Corridor: (from City Limits to PM 1.5)	Minor pavement repairs, culverts, mill and overlay	(15-20 year)	\$0.825					**		
						\$41.085	\$12.362	\$4.806	\$10.333	\$15.000	\$0.000	\$0.000
					TIER I TOTAL:	\$42.501	12 mil	5 mil	10 mil	15 mil		

* Received relinquishment funding for this section, must commit "other source" section amount to receive funding-see 9/4/25 minutes ** TBD by RTMF OC *** TBD by Caltrans

Attachment D

Countywide Regional Traffic Mitigation Fees (adopted) 2016/17

Residential	Development Project Type	Adjusted Trip Rate	Fee Amount Residential \$388/trip end
Residential	Single Family Detached (Note: D.U. = Dwelling Unit)	10.0/D.U.	\$3,880/D.U.
	Multi-Family Attached Apartments, duplexes or condominiums are charged per dwelling unit without regard to square footage or number of bedrooms.	7.1/D.U.	\$2,755/D.U.
	Mobile Home Park or Subdivision An area or tract of land where more than two spaces are rented or individually owned to accommodate mobile homes. Retirement Community Five or more residential units, enforceably restricted to those 55 or over and designed for the elderly.	4.22/D.U.	\$1,637/D.U.
	Congregate Care Facility Congregate care facilities typically consist of one or more multi-unit buildings designed for elderly living; they may also contain common dining rooms, medical facilities and recreational facilities.	2.15/D.U.	\$834/D.U.
Non-Residential	Development Project Type	Adjusted Trip Rate	Commercial: \$167/Trip End
Retail Commercial	High Volume Retail: Drug Store Department Store Grocery Store Discount Store Mini Mart Automobile Sales Liquor Store Supermarket Laundromat Auto Parts Clothing/Apparel Store Delicatessen Bank Health Fitness Center Record/Video Rental & Sales Hardware Store Pharmacy Specialty Retail Center Small shopping centers that contain a variety of retail shops including apparel; hard goods; and services such as real estate offices, dance studios, florists, and small restaurants Shopping Center May contain Supermarkets, Drug Stores, Banks, Movie Theater and miscellaneous small retail shops.	20/1,000 S.F. (Note: Square Feet of the gross floor area, measured to the nearest square foot; applicable to structures only.)	\$3,340/1,000 S.F.
	Medium Volume Retail: Bakery Automobile Repair Child Care Club Store Dry Cleaner Shoe Store Gift Shop Lumber/Building Supplies Sporting Goods Store Nursery Jewelry Store Stationary Store Photo Store Print Shop (retail) Toy Store Electronics Store Book Store Factory Outlet Center Tire Store Health Food Store	13/1,000 S.F.	\$2,171/1,000 S.F.
	Low Volume Retail: Antique Store Boat/Equipment Repair Shop Appliance Store Furniture Store Gallery Museum Kennel Boat/RV/Mobile Home Sales Clock Store Repair Shop (TV, Radio, Vacuum, etc.) Wine or beer tasting rooms or product retail sales in conjunction with such	1.5/1,000 S.F.	\$251/1,000 S.F.
Food Services	Fast food standalone restaurant on a State highway	161/1,000 S.F.	\$26,887/1,000 S.F.
	Fast food drive-through restaurant within a shopping center or community (wherein fast food restaurant is not immediately adjacent to a State highway)	60/1,000 S.F.	\$10,020/1,000 S.F.
	Quality Sit-down Restaurant Drinking Establishment (Bar)	23/1,000 S.F.	\$3,841/1000 S.F.

Specialty Commercial	Gas Station with or without convenience store (Note: The number of fueling spaces is determined by the maximum number of vehicles capable of being fueled simultaneously.)	32/Fueling Space	\$5,344/Fueling Space
	Car Wash / Quick Lube	21/Stall	\$3,507/Stall
	Hotel/Motel/Resort/Bed and Breakfast (Note: Sleeping unit, dwelling unit, rental unit, or other component by which the development is marketed.)	5.2/Unit	\$868/Unit
Medical	Hospital	11.8/Bed	\$1,971/Bed
	Nursing Home / Convalescent Home	2.6/Bed	\$434/Bed
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	30/1,000 S.F.	\$5,010/1,000 S.F.
Non-Residential Category	Development Project Type	Adjusted Trip Rate¹	All Other Non-Residential: \$304/trip end
Office	General Office	11/1,000 S.F.	\$3,344/1,000 S.F.
Industrial	Light, including: Airport/Airstrip Livestock Feedlot/Auction Yard Material Testing Laboratory	Meat Packing Facility Printing Plant Electronics Plant	6/1,000 S.F. \$1,824/1,000 S.F.
	Heavy, including: Auto Wrecking and Junk Yard Foundry and Smelter Lumber Mill	Mining Operation Refining Plant	1.5/1,000 S.F. \$456/1,000 S.F.
	Manufacturing/Assembly/Agricultural Processing Manufacturing or assembly facilities where the primary activity is the conversion of raw materials, products or parts into finished commodities for sale or distribution, including a winery or brewery.		3/1,000 S.F. \$912/1,000 S.F.
Institutional	Elementary School / Middle School Church or other place of worship	10/1,000 S.F.	\$3,040/1,000 S.F.
	High School	13/1,000 S.F.	\$3,952/1,000 S.F.
Public Utilities	Utilities (Publicly or privately owned) Production, generation, storage, transmission and treatment facilities, mechanical or industrial space, parts and equipment storage, repair areas, and office space in the same project and related to or used for these utility uses.	6/1,000 S.F.	\$1,824/1,000 S.F.
Warehousing/ Storage	Warehouse Facilities primarily devoted to the storage of materials, including wholesale distribution facilities.	5/1,000 S.F.	\$1,520/1,000 S.F.
	Mini-storage Facilities Buildings housing separate storage units or vaults used for storage.	2/1,000 S.F.	\$608/1,000 S.F.
Other	Golf Course	21/Hole	\$6,384/Hole
	Theater (Movie)	6.4/1,000 S.F.	\$1,946/1,000 S.F.
	Theater (Live)	1.5/1,000 S.F.	\$456/1,000 S.F.
	Recreational / Visitor Center	3.1/Parking Space	\$942/Parking Space

**RESOLUTION 2026-01 APPROVING THE FISCAL YEAR 2024/25
AMADOR COUNTY REGIONAL TRAFFIC MITIGATION
FEE PROGRAM ANNUAL REPORT**

WHEREAS, pursuant to its authority under Government Code 66000 et. seq., the City of Plymouth previously imposed regional traffic mitigation fees and amended said fees pursuant to Resolution Nos. 2016-45; and 2016-08; and

WHEREAS, the purpose of said fees is to mitigate the impact of new developments on the regional transportation system of Amador County; and

WHEREAS, The County of Amador and the County's five incorporated cities have all collected and deposited all regional traffic mitigation fees with the Amador County Transportation Commission ("ACTC") which has maintained the funds in a separate non co-mingled capital facilities fund ("capital facilities fund") established for the above stated purpose pursuant to Government Code Section 66006(a) and (b); and

WHEREAS, the ACTC and the City of Plymouth have made available to the public an annual program implementation report for fiscal year 2024/25 ("Annual Report") which is hereby incorporated by reference; and

WHEREAS, the Annual Report was prepared in accordance with Government Code Section 66001(d) and 66006(b)(1); and

WHEREAS, the City of Plymouth has reviewed the information provided in the Annual Report and determined the information contained therein is true and correct; and

WHEREAS, the Annual Report reflects implementation of prior year recommendations of the Regional Traffic Mitigation Fee Oversight Committee as approved by the cities and County for programming and expending funds for projects consistent with the Amended and Restated Memorandum of Understanding ("MOU") establishing the countywide Regional Traffic Mitigation Fee Program and the Regional Traffic Mitigation Fee Nexus Plan 2000-2025 ("Nexus Plan"); and

WHEREAS, City of Plymouth has agendized and considered the Annual Report at a regularly scheduled City Council/Board of Supervisor meeting and considered public comment concerning the Annual Report during said meeting.

NOW THEREFORE the City of Plymouth, County of Amador, State of California, finds and determines the following:

1. The above recitals are true and represent findings of the City Council.
2. The City Council hereby approves the Annual Report for fiscal year 2024/25 as presented.
3. That all recommendations for funding are consistent with the MOU and the Nexus Plan as required.
4. The approval of the Annual Report and programming and expenditure of funds consistent with the previously approved MOU and Nexus Plan is not a "project" or otherwise an act requiring environmental review pursuant to the California Environmental Quality Act.
5. That all Regional Traffic Mitigation Fees previously collected and not yet expended are accounted for and are still needed for the purposes for which they were collected.

The foregoing resolution was duly passed and adopted by the City Council at a regular meeting on the 8th of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

8.1

CLOSED SESSION

RECEIVED

DEC 31 2025

SUM-100

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

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 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

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), 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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California, (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 ó 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 4th Street, Suite 700, San Rafael, CA 94901
(Telephone: (415) 925-8400) (Facsimile: (415) 925-8409)

DATE: 12/30/2025 Clerk, by A. SEXTON Deputy J. ACOSTA
(Fecha) *(Secretario)* *(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)).



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 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): **CCP §416.50 Public Entity**

- 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
Telephone: [REDACTED]
6 Facsimile: [REDACTED]
7 Attorneys for Plaintiff
Outfront Media LLC
8
9

CASE ASSIGNED FOR ALL PURPOSES TO
HON. RENEE C. DAY
CCP 170.5

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF AMADOR**
12

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

20
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

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.

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

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

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

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

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

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

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

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

25 54. In prosecuting this action, Outfront is acting on its own behalf, and on behalf of all
26 City residents, electors, property owners, and taxpayers interested in informed self-government, a
27 suitable living environment, fair and equitable expenditures of public funds, and meaningful and
28 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
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: 

Mohammad Walizadeh
Attorneys for Petitioner
Outfront Media LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I, Collin D. Smith, declare as follows:

I am Senior Vice President of Outfront Media LLC, a party to this action, and am authorized to make this verification for and on its behalf. I have read the foregoing Petition and Complaint. I know the contents of this pleading. The facts alleged in this pleading are true to my personal knowledge, except for facts alleged on information and belief. Those facts I verify upon information and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I have executed this verification on 12/23/2025.

DocuSigned by:
Collin Smith
COLLIN D. SMITH
Collin D. Smith

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-lag 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: \$ _____

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: () _____

DATE: _____ TIME: _____ AM PM

NAME: _____

ADDRESS: _____

TELEPHONE: () _____

DATE: _____ TIME: _____ AM PM

NAME: _____

ADDRESS: _____

TELEPHONE: () _____

DATE: _____ TIME: _____ AM PM

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

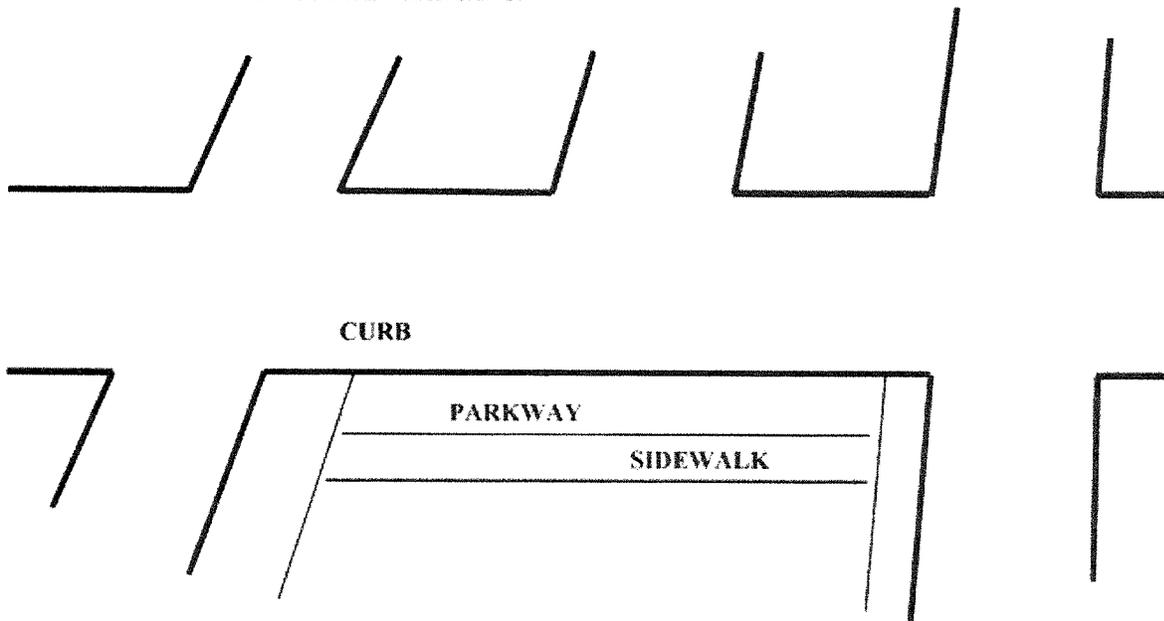
Page 3

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

Sean Marciniak
TYPE OR PRINT NAME

11.12.2025
DATE

Counsel
RELATIONSHIP TO CLAIMANT

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



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

Andreas Booher
City Attorney
City of Plymouth
Best Best & Krieger
500 Capitol Mall, Ste. 2500
Sacramento, CA 95814-4741
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.¹ 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.² The City now

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

² 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.*)³

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

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

³ 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

3426 Main Street · P.O. Box 429 · Plymouth, CA 9566
Phone (209) 245-6941 Ext. 257 · Fax (209) 245-6953
Email: cbegbie@cityofplymouth.org

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Mohammad Walizadeh (SBN 233390) Sean R. Marciniak (SBN 251840)
Ellis Raskin, (SBN 314637)
Hanson Bridgett LLP. San Rafael, CA 94901
TELEPHONE NO. FAX NO. (415) 925-8409
EMAIL ADDRESS
ATTORNEY FOR (Name): Plaintiff Outfront Media LLC

FOR COURT USE ONLY
FILED
Superior Court of California,
County of Amador
12/30/2025 at 12:01:44 PM
By: J. ACOSTA, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF AMADOR
STREET ADDRESS 500 Argonaut Lane
MAILING ADDRESS 500 Argonaut Lane
CITY AND ZIP CODE Jackson, CA 95642
BRANCH NAME Civil Division

CASE NAME: Outfront Media, LLC v. City of Plymouth, et al.

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds \$35,000)
[] Limited (Amount demanded is \$35,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER
JUDGE RENEE C. DAY
DEPT. 2 BY FAX

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

- 2. This case [] is [X] 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. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary, declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): Four
5. This case [] is [X] 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

[Signature]

(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.

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 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). 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. 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.

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.

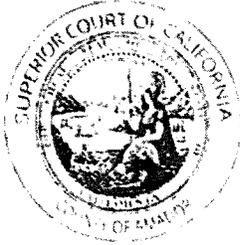
There is no cost to the parties for the first three hours of the mediation. Please see Amador Superior Court, Local Rule 8.14 for more information.

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

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.

<u>Topic</u>	<u>Page</u>
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 will not be filed.
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 each writ case .
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 each writ case .
3.	Serve the Notice or Response on each party to each case .

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">▪ Endorsed copy of the petition.▪ Points and authorities, declarations and other supporting documents, including relevant portions of the administrative record if available.▪ 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">- blank spaces for the date and time of the hearing on the OSC,- 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- an order staying the administrative decision pending the hearing on the OSC.▪ Proposed stay order.▪ 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).▪ Declaration regarding notice, as specified in rule 3.1204. <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">▪ Endorsed copy of the petition.▪ Points and authorities and any other supporting documents.▪ Proposed order directing issuance of alternative writ.▪ 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.)▪ Declaration regarding notice, as specified in rule 3.1204.
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>Note: 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 <p style="text-align: center;">FILED</p> <p style="text-align: center;">Superior Court of California, County of Amador 12/30/2025 at 12:02:00 PM By: J. ACOSTA, Deputy Clerk</p>
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

