

**CITY OF PLYMOUTH CITY COUNCIL  
REGULAR MEETING AGENDA  
Thursday May 14, 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: 981 9726 8330 Passcode: 607380**

**Join via link: <https://zoom.us/j/98197268330?pwd=mXlvRyrGyrkgZpiMz86iatotuqd2Ma.1>**

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

**Don Nunn, Mayor**

Holger Hornisch, Vice Mayor

Wendy Bottomley, Council Member

Wendy Cranford, Council Member

Deborah Dill, Council Member

**MISSION STATEMENT**

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

**1. CALL TO ORDER/ROLL CALL:**

- Roll Call
- Pledge of Allegiance

**2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF MAY 14, 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. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:**

**4.1 AMADOR CHILDCARE COUNCIL PRESENTATION**

**5. CONSENT CALENDAR ITEMS:**

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

**5.1 CORRESPONDENCE**

- 5.2 APPROVE THE REGULAR MEETING MINUTES OF APRIL 9, 2026
- 5.3 RECEIVE APRIL WARRANT REGISTER
- 5.4 FINANCIAL UPDATE
- 6. PUBLIC HEARINGS: NONE
- 7. REGULAR AGENDA ITEMS:
  - 7.1 REVIEW AND DISCUSSION OF PROPOSALS FOR SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES FROM REPUBLIC WASTE MANAGEMENT AND CALIFORNIA WASTE RECOVERY SYSTEMS; DISCUSSION, AND POSSIBLE ACTION TO AWARD FRANCHISE AGREEMENT AND FIND AWARD OF THE FRANCHISE AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE CLASS 1, CLASS 8, AND COMMON SENSE EXEMPTIONS (CEQA GUIDELINES §§ 15301, 15308, and 15061(B)(3))
  - 7.2 REVIEW, DISCUSSION, AND POSSIBLE ACTION TO ADOPT CITY POLICY CC-067 – EMPLOYEE RECRUITMENT
  - 7.3 INTRODUCTION AND FIRST READING OF ORDINANCE 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 2025 CALIFORNIA BUILDING STANDARDS CODE COMPRISED OF THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA FIRE CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA GREEN BUILDING CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE, AND FIND THIS ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE COMMON SENSE EXEMPTION (CEQA GUIDELINES § 15061(B)(3))
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- 8. CITY MANAGER’S REPORT
- 9. MAYOR & COUNCIL MEMBERS’ REPORTS AND COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS
- 10. CLOSED SESSION
  - 10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

**Property:** APNs 008-070-036, -037, -038, -039, and -040

**Agency Negotiators:** Cameron Begbie, City Manager & Andreas Booher, City Attorney

**Negotiating Parties:** Sutter Home Winery

**Terms Under Negotiation:** All terms associated with possible acquisition of property by the City

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

**11. ADJOURNMENT**

**LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:**

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

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

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*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 May 14, 2026, Regular Meeting of the Plymouth City Council was posted and available for review on May 11, 2026, at the City Hall of the City of Plymouth, 9426 Main Street, Plymouth, California, 95669. The agenda is also available on the city website at [cityofplymouth.org](http://cityofplymouth.org).

Signed at Plymouth, California

//s//

Victoria McHenry City Clerk



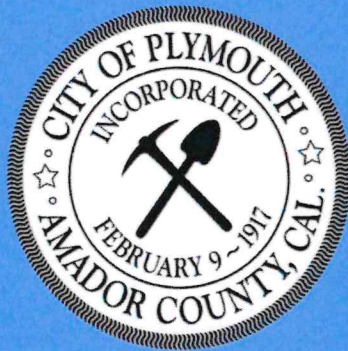
# AGENDA CITY OF PLYMOUTH

City Council

REGULAR MEETING

THURSDAY, MAY 14, 2026

Council Chambers  
9426 Main Street, Plymouth, California

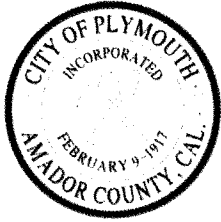


**Don Nunn, Mayor**  
Holger Hornisch, Vice Mayor  
Wendy Cranford, Council Member

Wendy Bottomley, Council Member  
Deborah Dill, Council Member

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





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Signed at Plymouth, California

//s//

Victoria McHenry City Clerk



**3**

**PUBLIC COMMENT**



# 4

**PRESENTATIONS  
PROCLAMATIONS  
APPOINTMENTS**



Local Child Care Planning Council

# Amador Child Care Council

## Council Members

Erica Miller—Chairperson  
Aimee Breazeal—Vice Chairperson  
Karen Frazier—Secretary  
Kindy Kelly  
Mia Huss  
Michelle Loffswold  
Deborah Moore

The mission of the Amador Child Care Council (ACCC) is to support the development of **affordable, accessible, quality child care** that promotes the success of all children, their families, and the economy of our communities. We envision an inclusive, affordable child care system that promotes healthy, successful children and youth.

## The Roots of Our Mission: History & Authority

### 1990: Federal Foundation

Congress enacted the **Child Care and Development Block Grant** and the **Title IV-A At-Risk Child Care Program**

- **Purpose:** To increase the availability, affordability, and quality of child care nationwide.

### 1991: State Activation

The California Department of Education (CDE) offered funding to every county to establish **Local Child Care Planning Councils**.

- **Mandate:** To develop county-wide priorities for child care and development services specifically for **low-income families**.
- **Early Childhood Development Act of 2020** restructured early childhood services. The state aimed to build an integrated system that serves the "whole child" by aligning child care with other social services already housed with the California Department of Social Services (went into effect July 1, 2021).

### Our Local Role

The **Amador County Office of Education (ACOE)** is the entity tasked by the CDE and CDSS to lead this work within our community.

### Highlights from our Local Child Care Planning Council Needs Assessment:

- We have about 300 babies born in Amador County each year.
- Number of children 0-5 year in families who receive public assistance (including CalFresh, housing support, and Medical benefits): 938
- In 2024-2025 The Resource Connection R&R received a total of 239 requests for child care.
- In 2024-2025

	Enrollment	Waitlist
Head Start/Early Head Start	60	18
California State Preschool	87	39
	122 TK (ACUSD)	57 (The Resource Connection R&R)

- Infants and Toddlers receiving special education services: 49
- Number of Children under Protective Services
  - 0-36 months: 12
  - 3 and 4 year olds: 6

## Amador Child Care Council: Strategic Vision (2025-2030)

### Who We Are

A collaborative partnership of community members, consumers, providers, and public agencies dedicated to coordinating high-quality early care and education.

### Our Core Mission

To partner with the community to identify needs and promote affordable, accessible, and quality learning options across Amador County.

### The 2025–2030 Comprehensive Child Care Plan

The Council's sixth formal strategic plan, serving as a roadmap for the next five years.

- **Data-Driven:** Based on the gaps identified in the 2025-2030 Needs Assessment.
- **Action-Oriented:** Outlines specific steps and accountability measures to enhance child care access.
- **Unified Direction:** Provides a framework for the entire community to improve early childhood outcomes.

ACCC Comprehensive Plan LPC: GOAL #1: Increase Child Care Access, Affordability, and Facility Development

- Partner with City Councils to support zoning and licensing reforms that enable new child care facility development
- Support partner organizations in recruiting new family child care providers
- Collaborate with local businesses to explore child care facility expansion
- Advocate for policy changes to improve affordability, including changes to the subsidized payment system
- Support providers in accessing resources to provide infant and toddler care in addition to overnight weekend care

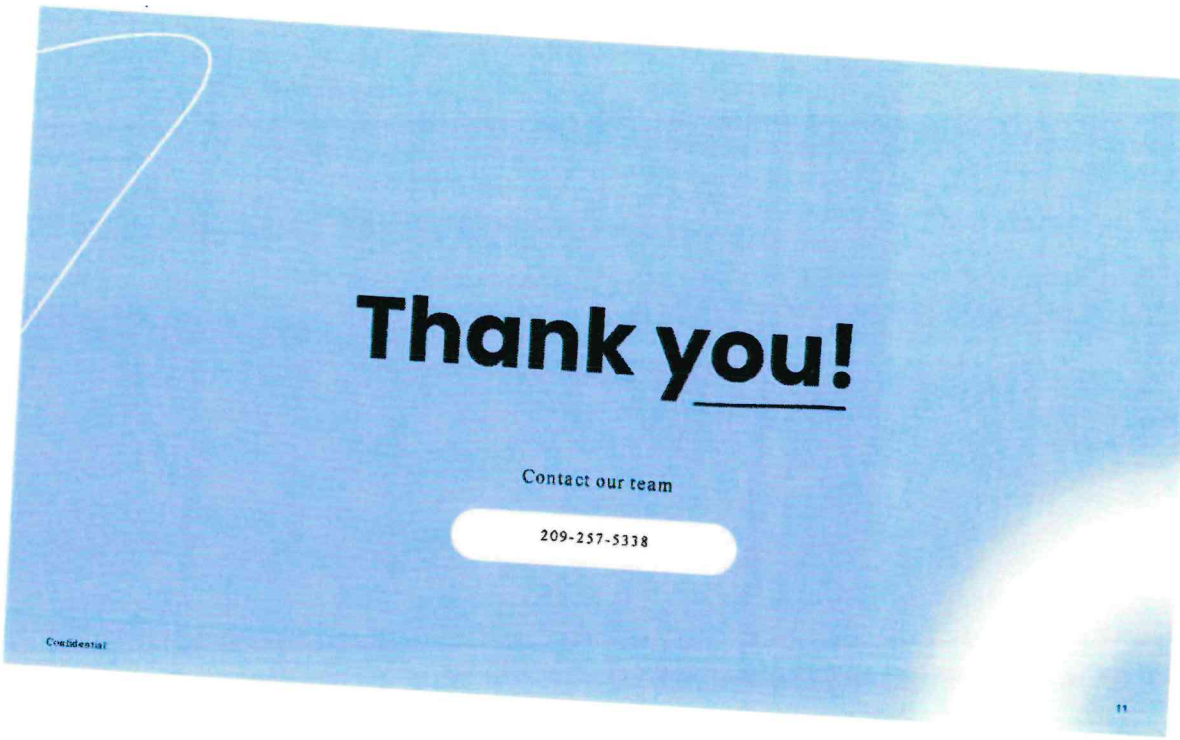
ACCC Comprehensive Plan LPC: GOAL #2: Strengthen Employer Support for Working Families

- Develop an Employer Toolkit with strategies for supporting working parents
- Distribute the toolkit to at least 10 local businesses
- Facilitate employer roundtable discussions on family-friendly policies
- Encourage implementation of employer-sponsored solutions
- Presentation to the Chamber of Commerce a minimum of twice a year
- Utilize inserts to share information with community members regarding child care and family resources within the county

ACCC Comprehensive Plan LPC: GOAL #3: Support the Early Learning Field

- Participate in at least four state and federal advocacy efforts annually, such as writing letters, attending meetings, and collaborating with child care organizations.
- Launch a social media campaign on the importance of child care.
- Increase provider access to professional development by collaborating with state, regional, and local efforts, such as Quality for Kids.
- Share survey data with local organizations to tailor professional development opportunities.

**Questions?**



# Thank you!

Contact our team

209-257-5338

Confidential

# **5.1**

## **CORRESPONDENCE**



DATE: April 1, 2026

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S RATE INCREASE REQUEST FOR ITS ENERGY EFFICIENCY 2028 BUSINESS AND PORTFOLIO PLAN APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) A.26-03-017**

**What is being requested?**

PG&E is requesting a revenue increase of approximately \$200 million for a total of \$1.46 billion in revenue for energy efficiency programs for the 2028–2031 period. That is in comparison to the current authorized amount of \$1.26 billion for the current 2024–2027 period. The request would continue funding energy efficiency (EE) programs that are designed to lower overall energy costs, reduce energy bills for participating customers and improve the of high-efficiency products. The programs would also provide financial incentives to help with upfront costs of energy-saving programs along with education and training for customers and their contractors. Of the \$1.46B revenue requested, PG&E's EE Portfolio budget is \$909.7 million, which is \$15.5 million lower than the current cycle's authorized amount. The remaining \$551.6M is attributed to Regional Energy Networks and Community Choice Aggregator EE Portfolios and other fiscal agent activities directed by the CPUC which is \$214.3 million higher than the current cycle's authorized amount for these activities outside of PG&E's EE programs.

**Estimated increase in electric and gas rates**

If approved, residential electric and gas rates for Energy Efficiency programs will increase overall from 2028 through 2031 compared to current rates. This increase will be phased in over the program years. Actual changes in rates may vary by year. Detailed rate information will be sent directly to customers in a bill insert in April 2026.

**How would this impact the typical residential customer?**

If the request is approved, a typical residential electric customer using 500 kWh per month would see a bill increase of approximately \$0.31 per month. A typical residential gas customer using 31 therms would see a bill increase of approximately \$0.13 per month. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

**Additional information**

You can read more about PG&E's request and make public comment by visiting [apps.cpuc.ca.gov/ci/A2603017](https://apps.cpuc.ca.gov/ci/A2603017). For questions about participating in CPUC matters, you can contact the Public Advisor's Office at [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov), 1-866-849-8390, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference A.26-03-017 in any communication with the CPUC.

**Questions about the request**

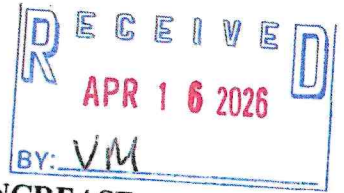
If you have questions about PG&E's request, please contact PG&E at 1-800-743-5000. For TTY call 711. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company  
Energy Efficiency 2028 Business and Portfolio Plan Application (A.26-03-017)  
P.O. Box 1018  
Oakland, CA 94604-1018

Message paid for by customers.





DATE: April 13, 2026  
TO: STATE, CITY AND LOCAL OFFICIALS  
**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S RATE INCREASE  
REQUEST FOR ITS DIABLO CANYON POWER PLANT (DCPP) 2027 COST  
RECOVERY APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES  
COMMISSION (CPUC) A.26-03-031**

**What is being requested?**

PG&E is requesting \$595 million in revenue for 2027 to recover forecasted costs associated with the continued operation of DCPP. As the owner of DCPP, PG&E is allowed to collect operating costs from customers of the large electric utilities in California with no additional markup. Based on a predetermined share of each utility's allocation of statewide DCPP costs, PG&E would recover \$340 million, Southern California Edison Company (SCE) would recover \$208 million and San Diego Gas & Electric (SDG&E) would recover \$47 million. The requested revenue reflects forecasted costs necessary to support statewide electric grid reliability and to reduce greenhouse gas emissions while DCPP continues operating.

**How would this impact the typical residential customer?**

The bill for a typical non-CARE bundled residential customer using 500 kWh per month would increase from \$197.51 to \$198.59 or 0.5%, compared to current bills. Actual impacts will vary depending on usage and the applicable Base Service Charge, if eligible.

**Additional information**

You can read more about PG&E's request and make public comment by visiting [apps.cpuc.ca.gov/c/A2603031](https://apps.cpuc.ca.gov/c/A2603031). For questions about participating in CPUC matters, you can contact the Public Advisor's Office at [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov), **1-866-849-8390**, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference A.26-03-031 in any communication with the CPUC.

**Questions about the request**

Detailed rate information will be sent directly to customers in a bill insert in April 2026.

If you have questions about PG&E's request, please contact PG&E at **1-800-743-5000**. For TTY, call **711-660-6789** • 詳情請致電 **1-800-893-9555**.

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Pacific Gas and Electric Company  
Diablo Canyon Power Plant 2027 Cost Recovery Application (A.26-03-031)  
P.O. Box 1018  
Oakland, CA 94604-1018

Message paid for by customers.

**5.2**





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Wendy Bottomley, Council Member  
Deborah Dill, Council Member

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**1. CALL TO ORDER/ROLL CALL:**

Called to order at 6:32pm

**COUNCIL MEMBERS' PRESENT:**

Holger Hornisch, Wendy Bottomley,  
Wendy Cranford, Deborah Dill

**COUNCIL MEMBERS ABSENT:**

Don Nunn

**STAFF/ADVISORY PRESENT:**

Andreas Booher, City Attorney, Cameron  
Begbie, City Manager, Victoria  
McHenry, City Clerk, Jacob Smith,  
Audio/Video Technician, Ricky  
VanDyke, Accountant

**STAFF/ADVISORY ABSENT:**

None

Flag Salute led by Vice Mayor Hornisch

**2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF APRIL 9, 2026**

Council Member Cranford motioned to approve the City Council Regular Meeting Agenda for April 9, 2026, as presented. Second by Council Member Bottomley. Motion passed with a roll call vote of 4-0, with Mayor Nunn absent.

**3. REGULAR MEETING PUBLIC COMMENT:**

Elizabeth Swason wanted to clarify that she did not run the Plymouth Flea Market in the past, it is sponsored by the Interact Club from the high school. She stated that the club did not wish to do it this year. Ms. Swason stated that it is a historical event and is usually run by a non-profit organization. She wanted everyone to be aware of the history of the event.

Glen Carter from Sutter Creek stated that the co-chairs the Interact Club with Elizabeth Swason. He wanted everyone to know that the Interact Club board decided to not have the Plymouth Flea Market this year, as they had no student volunteers to help run the event.

City Manager Begbie apologized if he had offended anyone with his comments regarding the Plymouth Flea Market. He did not realize an organization was involved in the event.

**4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS: NONE**

**5. CONSENT CALENDAR ITEMS:**

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- 5.4 SECOND READING AND ADOPTION OF ORDINANCE 2026-03 AMENDING PLYMOUTH MUNICIPAL TO ADD CHAPTER 17.71 – ACCESSORY DWELLING UNIT
- 5.5 SECOND READING AND ADOPTION OF ORDINANCE 2026-02 ADOPTING PROCUREMENT POLICY CC-45

Council Member Cranford motioned to approve the Consent Calendar, as presented. Second by Council Member Dill. Motion passed with a roll call vote of 4-0, with Mayor Nunn absent.

- 6. PUBLIC HEARINGS: NONE
- 7. REGULAR AGENDA ITEMS:

- 7.1 PRESENTATION ON WATER AND WASTEWATER RATE STUDY AND REQUESTING CITY COUNCIL DIRECTION TO DO PROP 218 RATE SETTING

Sara Mares from NBS presented the Water and Wastewater Rate Study. The council gave her direction to move forward with mailing notices on April 21<sup>st</sup> and to hold the public hearing on June 25<sup>th</sup>.

- 7.2 REVIEW AND APPROVAL OF UPDATED PERSONNEL MANUAL

Council Member Bottomley motioned to approve the Updated Personnel Manual, as presented. Second by Council Member Dill. Motion passed with a roll call vote of 4-0, with Mayor Nunn absent.

**8. CITY MANAGER'S REPORT**

City Manager Begbie stated the City is looking at a new company to help manage the City's short-term rental properties. He also stated that the Public Works department has been working on weed abatement in the City. City Manager Begbie also stated that Caltrans has been contacted, and we have an official work ticket with them regarding the weed abatement on the walking path. Council Member Cranford thanked City Manager Begbie for working on this issue. She also wanted to clarify that it is not the City's job to maintain the maintenance of the walking paths. City Manager Begbie mentioned that there had been complaints regarding the Apple map error when sending Acorn Ridge Casino patrons down the wrong road to reach the casino. He is trying to work with Apple to help fix this issue. City Manager Begbie reported there have been three new PRAs submitted since the last meeting. He stated that these new PRAs have not incurred any attorney fees. City Manager Begbie stated that Accountant, Ricky VanDyke, had found some developer re-bills that are still owed to the City. They are looking into collection avenues regarding these funds. City Manager Begbie also gave kudos to Mr. VanDyke and City staff for their hard work.

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

Council Member Dill stated that City Manager Begbie, Vice Mayor Hornisch and she had met with Senator Tom McClintock. They offered the City help with any grants they may apply for in the future.

Council Member Bottomley stated she went to an ACTC meeting, and they are working on paving projects. She also asked for a policy handbook to be readily accessible. City Attorney Booher let her know they were all listed online. City Manager Begbie said he would look into ways to make it more streamlined if need be.

Council Member Cranford informed the council about the upcoming Celebrate Our Children event. It will be on April 25<sup>th</sup> at 11am at the Italian Picnic Grounds. She stated it is a free event to help children in our communities, and it will be held rain or shine. Council Member Cranford thanked City Manager Begbie for trying to help with the Apple map issue. She asked if the City could possibly put up a Not a Through Street sign on the effected roads.

Council Member Dill suggested using "Call Curtis" to get the Apple map issue resolved.

Vice Mayor Hornisch reiterated that they met with Senator Tom McClintock. He was also excited to announce that the Donut Street Café was opening April 10<sup>th</sup>. Vice Mayor Hornisch asked about how people will qualify for low income help with water and sewer bills. City Manager Begbie stated this was one of the policies they were working on.

Council Member Cranford also mentioned that the City Pool would open on June 6<sup>th</sup> and swim lesson registration opens on May 1<sup>st</sup>. She stated to contact Victoria McHenry at [vmchenry@cityofplymouth.org](mailto:vmchenry@cityofplymouth.org) for more information.

## 10. CLOSED SESSION:

### ADJOURNED INTO CLOSED SESSION AT 7:15PM

#### 10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

**Property:** APNs 008-070-036, -037, -038, -039, and -040

**Agency Negotiators:** Cameron Begbie, City Manager & Andreas Booher, City Attorney

**Negotiating Parties:** Sutter Home Winery

**Terms Under Negotiation:** All terms associated with possible acquisition of property by the City

#### 11. REPORT OUT TO DIRECT THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH URBAN FUTURES INCORPORATED TO ACT AS THE CITIES MUNICIPAL ADVISOR - THE AGREEMENT SHALL NOT EXCEED \$40,000. THE COUNCIL VOTE WAS 3-1, WITH COUNCIL MEMBER CRANFORD VOTING AGAINST AND MAYOR NUNN ABSENT.

### ADJOURNMENT AT 7:42PM

Respectfully submitted at Plymouth, California

//s//

Victoria McHenry City Clerk



# 5.3



05/05/26  
09:18:59

CITY OF PLYMOUTH  
Claims and/or Payroll Checks List  
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Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Check/Doc Amount	Period	Date Issued	Fund Org Acct	Object Proj	Cash Account
Claim		Invoice #/Inv Date/Description	Line Amount	Disc \$	PO #			
-99883 E		403 PAYA SERVICES INC	183.30	4/26	04/09/26			
4254			183.30	4/26		40	600000 761000	101001
		04/06/26 Processing Fees	91.65			50	700000 761000	101001
		04/06/26 Processing Fees	91.65					
-99882 E		181 PAYCHEX INC.	135.00	4/26	04/16/26			
4233			135.00	4/26		1	511000 781000	101001
		04/05/26 FLEX TIME	135.00					
30563 SC		10 AMADOR CO AUDITOR	10475.71	4/26	04/02/26			
4283			10475.71	4/26		1	519000 770900	101001
		04/01/26 2025-2026	10475.71					
30564 SC		29 AMADOR FIRE PROTECTION DIST	34695.29	4/26	04/02/26			
4276			34695.29	4/26		1	521000 768100	101001
		03/01/26 Bene Ass Fee 24-25/Install 2	34695.29					
30566 SC		257 CA BUILDING STANDARDS COMMISSION	31.00	4/26	04/02/26			
4290			31.00	4/26		1	202122	101001
		04/02/26 01/01/26 to 03/31/26 Fees	31.00					
30567 SC		418 CALIFORNIA LANDSCAPING & DESIGN I	5750.00	4/26	04/02/26			
4264			5750.00	4/26		80	519000 740100	101001
		04/01/26 ZR Monthly Services	5750.00					
30568 SC		261 CIRA	5000.00	4/26	04/02/26			
4285			5000.00	4/26		1	511000 786000	101001
		03/18/26 Gen ELP July-Dec 2025	5000.00					
30569 SC		306 DEPT OF CONSERVATION	106.42	4/26	04/02/26			
4291			106.42	4/26		1	202101	101001
		04/02/26 SMI & SHM Fees	106.42					
30570 SC		374 DMV RENEWAL	54.00	4/26	04/02/26			
4289			54.00	4/26		1	531000 740700	101001
		03/26/26 2020 Pola green sticker	54.00					

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Claim		Invoice #/Inv Date/Description	Line Amount	Disc \$						
30571	SC	432 GASPERS ELECTRIC	770.00	4/26	04/02/26		50	700000	740700	101001
	4287	04/01/26 Pump	770.00	4/26						
			770.00							
30572	SC	430 ILSE M EAST	25.00	4/26	04/02/26		1	542000	709000	101001
	4279	03/30/26 Planning Comm Stipend	25.00	4/26						
			25.00							
30573	SC	275 MICHAEL B. SULLIVAN	25.00	4/26	04/02/26		1	542000	709000	101001
	4277	03/30/26 Planning Comm Stipend	25.00	4/26						
			25.00							
30574	SC	89 MICHELE GERMAN-DAVIS	2445.00	4/26	04/02/26		1	511000	761000	101001
	4243	04/01/26 Web Site	2445.00	4/26						
			2445.00							
30575	SC	300 SIERRA FOOTHILL FIRE EXTINGUISHER	325.00	4/26	04/02/26		1	551000	740100	101001
	4284	03/27/26 Lodge Hill	325.00	4/26						
		03/27/26 City Hall	155.00							
			170.00							
30576	SC	999999 STATE WATER RESOURCES CONTROL BOA	228.00	4/26	04/02/26		50	700000	712000	101001
	4281	04/01/26 OIT CERT GRADE & FEES	228.00	4/26						
			228.00							
30577	SC	342 THE PUN GROUP, LLP	14000.00	4/26	04/02/26		1	514000	761000	101001
	4288	03/31/26 Audit 21/22 Prog Billing #2	14000.00	4/26						
			14000.00							
30578	SC	318 THOMAS MIKKELSEN	25.00	4/26	04/02/26		1	542000	709000	101001
	4278	03/30/26 Planning Comm Stipend	25.00	4/26						
			25.00							
30580	SC	26 AMADOR COUNTY FAIR	715.00	4/26	04/09/26		1	531000	721700	101001
	4253	04/01/26 Corp Yard Rent -April 2026	715.00	4/26						
			715.00							

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Claim		Invoice #/Inv Date/Description											
30587	SC	999999 RICHARD VANDYKE	42.82	4/26	04/09/26								
		4293											
		04/09/26 Mileage Riam	42.82	4/26									
		04/09/26 USPS Riam	35.08										
			7.74							1	511000 720100		101001
										1	519000 720100		101001
30588	SC	201 SHENANDOAH STATION	1769.18	4/26	04/09/26								
		4250											
		04/02/26 Fuel 03/02/26 to 03/31/26	1769.18	4/26									
			1769.18										
30589	SC	141 SUPERIOR PLUS ENERGY SERVICES INC	77.05	4/26	04/09/26					1	531000 721100		101001
		4234											
		04/06/26 9426 Main Street	77.05	4/26									
			77.05										
30590	SC	245 WALKER'S SUPPLY CO.	196.08	4/26	04/09/26					1	511000 721900		101001
		4235											
		04/07/26 Office Supplies	196.08	4/26									
		04/07/26 Janitorial Supplies	120.66										
			75.42										
30591	SC	322 WILKINSON PORTABLES INC	216.00	4/26	04/09/26					1	511000 720100		101001
		4230								1	511000 740500		101001
		04/08/26 CORP YARD	216.00	4/26									
		04/08/26 SEWER PLANT	108.00										
			108.00										
30592	SC	411 TRENCH & TRAFFIC SUPPLY, INC	208.93	4/26	04/09/26					1	531000 721700		101001
		4286								50	700000 721700		101001
		04/01/26 No Casino Access Signs	208.93	4/26									
			208.93										
30593	SC	384 ANDY HEATH FINANCIAL SERVICES	3770.00	4/26	04/09/26					1	532000 755000		101001
		4282											
		04/01/26 Finance Consult Services	3770.00	4/26									
			3770.00										
30594	SC	381 ABSO TECHNOLOGIES, INC.	1875.42	4/26	04/09/26					1	514000 761000		101001
		4245											
		04/01/26 Tech Support	1875.42	4/26									
			1875.42										
30595	SC	254 AT&T	221.46	4/26	04/16/26					1	511000 784000		101001
		4263											
		04/06/26 9391047017	221.46	4/26									
			47.45										
										50	700000 732000		101001

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Claim		Invoice #/Inv Date/Description	Line Amount	Disc \$	PO #						
			47.45			50		700000	732000		101001
		04/06/26 9391047027				1		511000	732000		101001
		04/06/26 9391047035	126.56								
30596	SC	256 AT&T	31.76	4/26	04/16/26						
	4241		31.76	4/26							
		04/07/26 Monthly Services				40		600000	732000		101001
30597	SC	41 AT&T MOBILITY	774.48	4/26	04/16/26						
	4252		774.48	4/26							
		04/01/26 CM Devices	193.62			1		511000	732000		101001
		04/01/26 PW Devices	193.62			1		531000	732000		101001
		04/01/26 Water Devices	193.62			40		600000	732000		101001
		04/01/26 WWTP Devices	193.62			50		700000	732000		101001
30598	SC	999999 CITY OF JACKSON	960.00	4/26	04/16/26						
	4294		960.00	4/26							
		04/09/26 Lifeguard Training	960.00			1		554000	712000		101001
30599	SC	334 FIRE RISK MANAGEMENT SERVICES	588.90	4/26	04/16/26						
	4237		588.90	4/26							
		04/08/26 Benefits	299.86			1		511000	705000		101001
		04/08/26 Benefits	284.29			1		551000	705000		101001
		04/08/26 Benefits	0.00			40		600000	705000		101001
		04/08/26 Benefits	4.75			50		700000	705000		101001
30600	SC	293 KIT CARSON MOUNTAN MEN	650.00	4/26	04/16/26						
	4295		650.00	4/26							
		04/10/26 Days 49 wagon/sponsorship	650.00			2		560000	770300		101001
30601	SC	999999 MATTHEW B URJEVICH	150.00	4/26	04/16/26						
	4297		150.00	4/26							
		04/16/26 Boot Stipend	150.00			1		531000	707000		101001
30602	SC	164 NBS	7305.00	4/26	04/16/26						
	4265		7305.00	4/26							
		04/02/26 User Fee Study	393.34			1		511000	761000		101001
		04/02/26 User Fee Study	393.33			40		600000	761000		101001
		04/02/26 User Fee Study	393.33			50		700000	761000		101001
		04/06/26 Water Rate Study	2500.00			40		600000	761000		101001

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		04/06/26 Wastewater Rate Study	3625.00							50	700000	761000			101001
30603	SC	178 PACIFIC GAS & ELECTRIC	6652.87	4/26	04/16/26										
		4267	6652.87	4/26											
		04/09/26 CFD 2016-1 NS/O Zinf Pkwy	0.00												
		04/09/26 7784 Old Sacramento Road	6610.17							80	519000	731000			101001
		04/08/26 End/Burke Dr at White Oak	0.00							50	700000	731000			101001
		04/08/26 End/Burke Dr at White Oak	0.00							40	600000	731000			101001
		04/07/26 W/O Hwy 49 on Main St	42.70							40	600000	731000			101001
										10	560000	731000			101001
30604	SC	999999 PIER & SON PAINTING	380.00	4/26	04/16/26										
		4296	380.00	4/26											
		04/09/26 Exterior Painting Lettering	380.00							80	519000	740100			101001
30605	SC	377 SIGNAL SERVICE INC	619.50	4/26	04/16/26										
		4246	619.50	4/26											
		04/16/26 Monthly Services	619.50							1	511000	761000			101001
30606	SC	247 WEBER, GHIO & ASSOCIATES, INC	4170.85	4/26	04/16/26										
		4262	4170.85	4/26											
		04/10/26 General City Engineering	99.00							1	518000	763000			101001
		04/10/26 9451 Main Street	44.50							1	518000	763100			101001
		04/10/26 Greilich Ranch	2015.00							1	280020				101001
		04/10/26 Building Inspection	1658.35							1	541000	763100			101001
		04/10/26 9702 Main Street	189.00							1	280027				101001
		04/10/26 Code Enforcement	165.00							1	552000	766000			101001
30607	SC	370 4LEAF, INC.	4810.00	4/26	04/23/26										
		4244	4810.00	4/26											
		03/31/26 Planning Services	3838.75							1	542000	761000			101001
		03/31/26 ARCO	277.50							1	280026				101001
		03/31/26 Greilich	416.25							1	280020				101001
		03/31/26 Plan Reimb Fees	277.50							1	542000	751000			101001
30608	SC	34 AMADOR WATER AGENCY	43257.75	4/26	04/23/26										
		4232	43257.75	4/26											
		04/14/26 Service Charge	17495.66							40	600000	729200			101001
		04/14/26 Water Consumption	20695.98							40	600000	729100			101001
		04/14/26 Water Debt Service	5066.11							40	600000	729200			101001

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Claim		Invoice #/Inv Date/Description	Line Amount	Disc \$	PO #			
30609	SC	255 AT&T	107.00	4/26	04/23/26			
		4242	107.00	4/26		50	700000 732000	101001
		04/10/26 WWTP Internet	107.00					
30610	SC	45 BEST BEST & KRIEGER	14214.90	4/26	04/23/26			
		4231	14214.90	4/26		1	511000 762000	101001
		04/16/26 Retainer	3408.50			1	511000 762000	101001
		04/16/26 Labor - Employment	2099.50			1	511000 762000	101001
		04/16/26 Real Estate	807.50			1	511000 762000	101001
		04/16/26 Arroyo Ditch	742.90			1	511000 762000	101001
		04/16/26 Public Records	856.90			1	511000 762000	101001
		04/16/26 Outfront Media	64.60			1	511000 762000	101001
		04/16/26 Retainer Overage	6235.00			1	511000 762000	101001
30611	SC	75 CITY OF PLYMOUTH	803.59	4/26	04/23/26			
		4238	803.59	4/26		80	519000 770400	101001
		04/16/26 2016-01 Zinfandel Irrigation	803.59					
30612	SC	999999 COLLIER CAP MACHINE CORP	1932.36	4/26	04/23/26			
		4299	1932.36	4/26		50	700000 740700	101001
		02/24/26 WWTP Pump	1932.36					
30613	SC	73 FIRST-CITIZENS BANK & TRUST CO	311.40	4/26	04/23/26			
		4259	311.40	4/26		1	511000 761000	101001
		04/11/26 TASKALFA 4054CI	103.80			40	600000 761000	101001
		04/11/26 TASKALFA 4054CI	103.80			50	700000 761000	101001
		04/11/26 TASKALFA 4054CI	103.80					
30614	SC	193 GENERAL CODE, LLC	917.00	4/26	04/23/26			
		4298	917.00	4/26		1	513000 720905	101001
		04/20/26 Supplement No. 3	917.00					
30615	SC	178 PACIFIC GAS & ELECTRIC	1101.49	4/26	04/23/26			
		4268	1101.49	4/26		80	519000 731000	101001
		04/15/26 CFD 2016-1 Vintner & Sommelier	13.33			40	600000 731000	101001
		04/15/26 Corner of Hwy 49, S/O Zinf Pkw	18.34			10	560000 731000	101001
		04/15/26 Street Lights	1069.82					

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Claim		Invoice #/Inv Date/Description	Line Amount	Disc \$					
30616 SC		383 QUADIENT FINANCE USA INC							
4257			500.00	4/26	04/23/26				
		04/15/26 Postage	500.00	4/26					
		04/15/26 Postage	166.66				1 511000 720100		101001
		04/15/26 Postage	166.67				40 600000 720100		101001
			166.67				50 700000 720100		101001
30617 SC		260 WELLS FARGO							
4274			1445.12	4/26	04/23/26				
		04/03/26 Amazon/Primo/Canva	1445.12	4/26					
		04/03/26 Amazon 8x8/Zoom/Microsoft	242.08				1 511000 720100		101001
		04/03/26 Amazon	721.27				1 511000 784000		101001
		04/03/26 Amazon	32.31				1 512000 720100		101001
		04/03/26 Parts Geek	18.31				1 531000 720000		101001
		04/03/26 8x8	91.90				1 531000 740700		101001
		04/03/26 Amazon	161.87				40 600000 784000		101001
		04/03/26 8x8	15.51				50 700000 720100		101001
			161.87				50 700000 784000		101001
30618 SC		393 WIZIX TECHNOLOGY GROUP, INC							
4256			130.25	4/26	04/23/26				
		04/20/26 P6035CDN	130.25	4/26					
		04/20/26 P6035CDN	0.32				1 511000 720100		101001
		04/20/26 P6035CDN	0.31				40 600000 720100		101001
		04/20/26 4054ci	0.31				50 700000 720100		101001
		04/20/26 4054ci	34.45				1 511000 720100		101001
		04/20/26 4054ci	34.45				40 600000 720100		101001
		02/20/26 4054ci	34.45				50 700000 720100		101001
		02/20/26 4054ci	8.66				1 511000 720100		101001
		02/20/26 4054ci	8.65				40 600000 720100		101001
			8.65				50 700000 720100		101001

Claims Total # of Checks: 56  
Total: 184457.90

Grand Total # of Checks: 56  
Total: 184457.90

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)

05/05/26  
09:20:08

CITY OF PLYMOUTH  
Check Register for Wells Fargo Checking  
For the Accounting Period: 4/26

Page: 1 of 4  
Report ID: AP300

Claim Checks			Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99883	E	403 PAYA SERVICES INC	183.30	04/09/26	4/26	CL 4254	183.30
-99882	E	181 PAYCHEX INC.	135.00	04/16/26	4/26	CL 4233	135.00
30563	S	10 AMADOR CO AUDITOR	10475.71	04/02/26	_____	CL 4283	10475.71
30564	S	29 AMADOR FIRE PROTECTION DIST	34695.29	04/02/26	_____	CL 4276	34695.29
30566	S	257 CA BUILDING STANDARDS COMMISSION	31.00	04/02/26	_____	CL 4290	31.00
30567	S	418 CALIFORNIA LANDSCAPING & DESIGN INC.	5750.00	04/02/26	_____	CL 4264	5750.00
30568	S	261 CIRA	5000.00	04/02/26	_____	CL 4285	5000.00
30569	S	306 DEPT OF CONSERVATION	106.42	04/02/26	_____	CL 4291	106.42
30570	S	374 DMV RENEWAL	54.00	04/02/26	_____	CL 4289	54.00
30571	S	432 GASPERS ELECTRIC	770.00	04/02/26	_____	CL 4287	770.00
30572	S	430 ILSE M EAST	25.00	04/02/26	_____	CL 4279	25.00
30573	S	275 MICHAEL B. SULLIVAN	25.00	04/02/26	_____	CL 4277	25.00
30574	S	89 MICHELE GERMAN-DAVIS	2445.00	04/02/26	_____	CL 4243	2445.00
30575	S	300 SIERRA FOOTHILL FIRE EXTINGUISHER SERVIC	325.00	04/02/26	_____	CL 4284	325.00
30576	S	999999 STATE WATER RESOURCES CONTROL BOARD	228.00	04/02/26	_____	CL 4281	228.00
30577	S	342 THE PUN GROUP, LLP	14000.00	04/02/26	_____	CL 4288	14000.00
30578	S	318 THOMAS MIKKELSEN	25.00	04/02/26	_____	CL 4278	25.00
30580	S	26 AMADOR COUNTY FAIR	715.00	04/09/26	_____	CL 4253	715.00
30581	S	35 AMADOR WATER AGENCY	2844.81	04/09/26	_____	CL 4271	2844.81
30582	S	66 CALIFORNIA LABORATORY SERVICES	602.00	04/09/26	_____	CL 4240	602.00
30583	S	76 CLARK PEST CONTROL	361.00	04/09/26	_____	CL 4249	361.00
30584	S	436 HERD'S MACHINE & WELDING	3509.75	04/09/26	_____	CL 4292	3509.75
30585	S	178 PACIFIC GAS & ELECTRIC	1626.16	04/09/26	_____	CL 4266	1626.16
30586	S	181 PAYCHEX INC.	334.30	04/09/26	_____	CL 4239	334.30

05/05/26  
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CITY OF PLYMOUTH  
Check Register for Wells Fargo Checking  
For the Accounting Period: 4/26

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
30587	S	999999 RICHARD VANDYKE	42.82	04/09/26			
30588	S	201 SHENANDOAH STATION	1769.18	04/09/26		CL 4293	42.82
30589	S	141 SUPERIOR PLUS ENERGY SERVICES INC	77.05	04/09/26		CL 4250	1769.18
30590	S	245 WALKER'S SUPPLY CO.	196.08	04/09/26		CL 4234	77.05
30591	S	322 WILKINSON PORTABLES INC	216.00	04/09/26		CL 4235	196.08
30592	S	411 TRENCH & TRAFFIC SUPPLY, INC	208.93	04/09/26		CL 4230	216.00
30593	S	384 ANDY HEATH FINANCIAL SERVICES	3770.00	04/09/26		CL 4286	208.93
30594	S	381 ABSO TECHNOLOGIES, INC.	1875.42	04/09/26		CL 4282	3770.00
30595	S	254 AT&T	221.46	04/16/26		CL 4245	1875.42
30596	S	256 AT&T	31.76	04/16/26		CL 4263	221.46
30597	S	41 AT&T MOBILITY	774.48	04/16/26		CL 4241	31.76
30598	S	999999 CITY OF JACKSON	960.00	04/16/26		CL 4252	774.48
30599	S	334 FIRE RISK MANAGEMENT SERVICES	588.90	04/16/26		CL 4294	960.00
30600	S	293 KIT CARSON MOUNTAN MEN	650.00	04/16/26		CL 4237	588.90
30601	S	999999 MATTHEW B URJEVICH	150.00	04/16/26		CL 4295	650.00
30602	S	164 NBS	7305.00	04/16/26		CL 4297	150.00
30603	S	178 PACIFIC GAS & ELECTRIC	6652.87	04/16/26		CL 4265	7305.00
30604	S	999999 PIER & SON PAINTING	380.00	04/16/26		CL 4267	6652.87
30605	S	377 SIGNAL SERVICE INC	619.50	04/16/26		CL 4296	380.00
30606	S	247 WEBER, GHIO & ASSOCIATES, INC	4170.85	04/16/26		CL 4246	619.50
30607	S	370 4LEAF, INC.	4810.00	04/23/26		CL 4262	4170.85
30608	S	34 AMADOR WATER AGENCY	43257.75	04/23/26		CL 4244	4810.00
30609	S	255 AT&T	107.00	04/23/26		CL 4232	43257.75
30610	S	45 BEST BEST & KRIEGER	14214.90	04/23/26		CL 4242	107.00
						CL 4231	14214.90

05/05/26  
09:20:08

CITY OF PLYMOUTH  
Check Register for Wells Fargo Checking  
For the Accounting Period: 4/26

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
30611	S	75 CITY OF PLYMOUTH	803.59	04/23/26	_____	CL 4238	803.59
30612	S	999999 COLLIER CAP MACHINE CORP	1932.36	04/23/26	_____	CL 4299	1932.36
30613	S	73 FIRST-CITIZENS BANK & TRUST CO	311.40	04/23/26	_____	CL 4259	311.40
30614	S	193 GENERAL CODE, LLC	917.00	04/23/26	_____	CL 4298	917.00
30615	S	178 PACIFIC GAS & ELECTRIC	1101.49	04/23/26	_____	CL 4268	1101.49
30616	S	383 QUADIENT FINANCE USA INC	500.00	04/23/26	_____	CL 4257	500.00
30617	S	260 WELLS FARGO	1445.12	04/23/26	_____	CL 4274	1445.12
30618	S	393 WIZIX TECHNOLOGY GROUP, INC	130.25	04/23/26	_____	CL 4256	130.25
Total for Claim Checks			184457.90				
Count for Claim Checks				56			

\* denotes missing check number(s)

# of Checks: 56                      Total: 184457.90

05/05/26  
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CITY OF PLYMOUTH  
Fund Summary for Claim Check Register  
For the Accounting Period: 4/26

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Report ID: AP110

Fund/Account	Amount
1 General Fund	
101001	
2 TOT - Streets & Promotion Fund	106,091.71
101001	
10 Gas Tax Fund	650.00
101001	
40 Water Enterprise Fund	1,127.55
101001	
50 Sewer Enterprise Fund	50,251.29
101001	
80 CFD 2016-01 ZR	19,390.43
101001	
	6,946.92
Total:	184,457.90

**5.4**



**City of Plymouth**  
**Financial Reporting Narrative**  
**FY Q3 2025-26**



**CASH POSITION REPORTS:**

- **NOTE:** The Cash Position Reports are presented from a Cash Accounting perspective. Meaning the numbers reported are firm and actual amounts of cash that came into or left our bank accounts.
  - **EX:** Payroll Expense for February would contain the end of January payroll, and the first payroll in February, since cash goes out the door for both of those expenses in February.
- Our Cash Position decreased each month this quarter. February had the largest decrease of (\$87k), due to 46% reduction in TTM Average monthly inflows (Average: \$377k - Feb Actual: \$202k)
- TTM Average Outflows grew more favorable each month; Jan. outflows were 24% & Feb. outflows were 7% higher than average, while Mar. outflows were almost 23% lower than the TTM Average.
- Our Cash Runway Assumption dropped to 54 months in our highest cash burn month (Feb.) and currently sits at 201 months as of the end of the quarter.
- We hold \$4.3M in cash at Wells Fargo which earned us \$37.6k interest this quarter at a 3.6% APY. We could bring in about \$5k more interest per quarter if we moved our reserves to LAIF. We currently have \$386k in the LAIF account and earned \$3.9k interest this quarter at a 4% APY.

**INCOME STATEMENTS – ALL FUNDS COMBINED:**

- **NOTE:** The Income Statement Reports are presented from a preliminary Accrual Accounting perspective. The numbers reported are softer than the numbers seen on the Cash Position Report.
  - **EX:** Penalties Income is recorded as the total amount of Utilities Penalties owed to the City for the month we are reporting on. However, these charges do not equal cash coming into our bank account. These charges accrue to an A/R account and may or may not actually be collectable.
- Net Income (Loss) for All Funds Combined: Jan. \$11.4k, Feb. (\$98k), & Mar. (\$8.2k)
  - **JANUARY:** appears favorable due to receiving our annual Vehicle Registration tax payment for \$116k from the SoC, and we also received a large quarterly ToT payment for \$55.6k. These favorable variances are offset by (\$46k) in Engineering Expense related to Zinfandel Ridge Ditch Repair and (\$43k) for our semi-annual AWA Pipeline Loan Payment.
  - **FEBRUARY:** is very unfavorable due to our quarterly COPS payment of (\$96.9k). This large outflow is offset by minor favorability this month in Sales & Use Taxes which came in \$12k higher than the previous month, Wholesale Septic Sales revenue commences and contributes \$13k in Feb., and we also collected a large one-time Development Impact Fee of \$16.3k.
  - **MARCH:** was a relatively calm month, not a whole lot to report on besides lower than average monthly income and significantly lower than average monthly expenses. Expenses decreased from January to March as follows: (\$330k) → (\$314.3k) → (\$193.3k). The largest contributing factor to this decline is the variability of when income and expenses are received and incurred by the City. Other factors worth noting would be the City Staff's efforts to cut costs across the board and Finance's efforts to improve the Accounts Payable function.
- Salaries & Wages expense is staying between (\$64k) – (\$74k) per month.

\* This report is unaudited and intended for informational purposes only, amounts are not final and subject to change. \*

**City of Plymouth  
Financial Reporting Narrative  
FY Q3 2025-26**



**INCOME STATEMENTS – GENERAL FUND:**

- Interest Income in January includes LAIF interest earned in the prior quarter of \$4.1k.
- Monthly Attorney Fees decrease each month as follows: (\$28k) → (\$27k) → (\$15k).
- Employee Health Insurance Expense (\$9.1k) covers two months of service in both Feb. and Mar. Feb's payment covers Jan. & Feb. services while Mar's payment covers Mar. and Apr. services.

**INCOME STATEMENTS – COPS FUND:**

- Our COPS expense is (\$96.9k) per quarter, and in FY Q3 2025-26 we received \$46.1k from Amador County to offset the City's police cost burden. This leaves a deficit of (\$50.8k) this quarter alone in the COPS Fund.

**INCOME STATEMENTS – WATER ENTERPRISE FUND:**

- The Water Fund appears relatively stable, outside of our semi-annual AWA Pipeline Loan Payment (\$43k). However, Penalties Income is largely uncollectable outside of approximately \$1k per month.
  - There are two properties that have been delinquent on their utility bill for over two years. As of 4/23/26 the total due for these properties is \$161.4k. Each month this balance accrues a 10% penalty, and this customer shows no indication of settling their ever-growing bill with the City.
- Wholesale Water Revenue will all but disappear now that the Acorn Ridge Casino is finished. We are already seeing a decrease in Income here as revenues fell from \$6.5k in Feb. to \$180 in Mar.
- Contract Services – AWA Expense (\$12.8k) in January includes 3 months of service; Jan. (\$3.8k), Dec. (\$3.8k), and Nov. (\$5.2k).
- Computer Software Expense (\$4.5k) in March is for an annual subscription to FlexNet software, which assists in remotely managing customer water meters.

**INCOME STATEMENTS – SEWER ENTERPRISE FUND:**

- The Sewer Enterprise Fund is the City's most reliably profitable fund at the moment and brought in approximately \$76.5k of profit into the City's coffers this quarter.

**INCOME STATEMENTS – ALL OTHER FUNDS:**

- January looks very unfavorable due to a hefty Engineering Expense (\$46k) incurred in relation to the Zinfandel Ridge Ditch Repair project, and about (\$5k) of additional general Engineering Expenses.
- ToT Expense (\$11.6k) in January was composed of payments for the Rodeo of Champions (\$7.5k), Horse & Buggy Carriages for the 2025 Christmas Market (\$2.1k), and Insurance for the Christmas Market (\$2k).
- CFD 2016-01 ADMIN Expense (\$1k) incurred in March relates to Special District Taxation Services we receive from NBS and are billed for on a quarterly basis.

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**City of Plymouth  
Cash Position Report  
For the Month of Jan-26  
All Funds Combined**



<b>Beginning Cash Balance</b>	
WF Investment Account (Sweep)	\$ 4,395,779.48
Local Agency Investment Fund (LAIF)	390,455.74
WF Operating Account (3113)	<u>105,927.00</u>
<b>Beginning Cash Position</b>	<b>\$ 4,892,162.22</b>

<b>Ending Cash Balance</b>	
WF Investment Account (Sweep)	\$ 4,303,937.89
Local Agency Investment Fund (LAIF)	394,584.28
WF Operating Account (3113)	<u>162,477.00</u>
<b>Ending Cash Position</b>	<b>\$ 4,860,999.17</b>

<b>Total Cash Inflows</b>	331,684.84
<b>Total Cash Outflows</b>	(362,847.89)
<b>Change in Cash Position</b>	<u><u>\$ (31,163.05)</u></u>

**Cash Runway Assumption**      155 Months

**Trailing Three Month (TTM) Average - Statistical Analysis**

TTM Average Inflows	\$ 376,458.78	
CM Inflows vs TTM Average	<u>-11.89%</u>	CM Inflows < TTM Average
TTM Average Outflows	\$ (292,995.65)	
CM Outflows vs TTM Average	<u>23.84%</u>	CM Outflows > TTM Average

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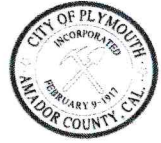
**City of Plymouth  
Income Statement  
For the Month of Jan-26  
All Funds Combined**



<b>Income</b>		<b>Expenses</b>	
Motor Vehicle In Lieu Tax	115,938.00	Salaries & Wages	73,009.06
Transient Occupancy Tax	55,583.65	Engineering	53,351.95
Sewer Service Revenue	52,703.24	AWA Pipeline Loan Payment	42,884.04
Water Commodity Charge	23,424.33	City Attorney	28,249.30
Water Delivery Charge	17,639.45	Water Meter Charge - AWA	22,561.77
Interest Income	17,012.03	Contract Services	18,656.03
Sales & Use Tax	14,218.45	Electricity	15,092.84
COPS Program	12,789.67	Water Commodity Purchase - AWA	13,316.04
Penalties	12,149.92	Contract Services - AWA	12,844.91
Solid Waste Franchise Fee	2,805.03	TOT - Promotions Support	11,537.00
Hwy User Taxes	2,674.09	Building & Grounds Maintenance	8,210.01
Road Maint & Rehab-SB1	2,451.71	FICA	6,927.97
Building Permit	2,270.95	Computer Software	4,511.04
Wholesale Water Sales	1,934.24	Bank & Processing Fees	2,670.47
Homeowners Prop. Tax Relief	1,629.12	Equipment Maint & Repair	2,217.56
AT&T Land Lease	1,538.72	Office Expense	1,605.93
Real Property Transfer Tax	1,308.18	Gasoline-Fuel	1,353.26
Plan Check Fees	1,036.09	Training & Education	1,350.00
Ranch House Rental	950.00	Municipal Code	1,245.00
Misc Utility Charges	574.29	Planning Reimburse	1,202.50
Pop-Up Plaza Rental	450.00	Communications	1,168.26
Parcel Charges	207.00	Water Testing By Lab	961.00
Lodge Hill Rental	100.00	Dues & Memberships	951.00
WF CC Cashback Redeemed	76.66	Advertising	937.58
Town Hall Rental	70.00	Rents, Leases Of Equip & Prop.	931.00
Business License Tax	30.00	Propane	590.96
General Fines	25.73	Chemicals	575.41
Sale Of Photo Copies-Etc.	22.00	HR Expense Allocation	470.80
Low Income Credit	(240.00)	IT Expense	235.63
		Engineer-Reimbursable Costs	108.75
		Maintenance Supplies	93.11
		Water Utility Billing	87.98
		Planning Commission Stipends	75.00
<b>Total Income</b>	<b>341,372.55</b>	<b>Total Expenses</b>	<b>329,983.16</b>
		<b>Net Income (Loss)</b>	<b>11,389.39</b>

\* This report is unaudited and intended for informational purposes only, amounts are not final and subject to change. \*

**City of Plymouth  
Income Statement  
For the Month of Jan-26  
1 - General Fund**



<b>Income</b>		<b>Expenses</b>	
Motor Vehicle In Lieu Tax	115,938.00	Salaries & Wages	49,133.82
Transient Occupancy Tax	55,583.65	City Attorney	27,732.50
Interest Income	17,012.03	Contract Services	14,511.83
Sales & Use Tax	14,218.45	FICA	5,106.57
Solid Waste Franchise Fee	2,805.03	Electricity	3,501.74
Building Permit	2,270.95	Building & Grounds Maintenance	2,263.79
Homeowners Prop. Tax Relief	1,629.12	Gasoline-Fuel	1,353.26
Real Property Transfer Tax	1,308.18	Training & Education	1,350.00
Plan Check Fees	1,036.09	Municipal Code	1,245.00
Pop-Up Plaza Rental	450.00	Planning Reimburse	1,202.50
Lodge Hill Rental	100.00	Bank & Processing Fees	1,088.65
WF CC Cashback Redeemed	76.66	Dues & Memberships	951.00
Town Hall Rental	70.00	Advertising	937.58
Business License Tax	30.00	Office Expense	928.30
General Fines	25.73	Rents, Leases Of Equip & Prop.	823.00
Sale Of Photo Copies-Etc.	22.00	Engineering	629.75
		Propane	590.96
		Chemicals	575.41
		Communications	530.58
		HR Expense Allocation	470.80
		Equipment Maint & Repair	342.46
		IT Expense	235.63
		Engineer-Reimbursable Costs	108.75
		Maintenance Supplies	93.11
		Planning Commission Stipends	75.00
<b>Total Income</b>	<b>212,575.89</b>	<b>Total Expenses</b>	<b>115,781.99</b>
		<b>Net Income (Loss)</b>	<b>96,793.90</b>

**City of Plymouth  
Income Statement  
For the Month of Jan-26  
11 - COPS Grant Fund**

<b>Income</b>		<b>Expenses</b>	
COPS Program	12,789.67		
<b>Total Income</b>	<b>12,789.67</b>	<b>Total Expenses</b>	-
		<b>Net Income (Loss)</b>	<b>12,789.67</b>

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**City of Plymouth  
Income Statement  
For the Month of Jan-26  
40 - Water Enterprise Fund**



<b>Income</b>		<b>Expenses</b>	
Water Commodity Charge	23,424.33	AWA Pipeline Loan Payment	42,884.04
Water Delivery Charge	17,639.45	Water Meter Charge - AWA	22,561.77
Penalties	12,149.92	Water Commodity Purchase - AWA	13,316.04
Wholesale Water Sales	1,934.24	Contract Services - AWA	12,844.91
AT&T Land Lease	1,538.72	Salaries & Wages	7,147.97
Misc Utility Charges	574.29	Computer Software	4,511.04
		Contract Services	2,072.10
		Bank & Processing Fees	790.91
		FICA	545.49
		Water Testing By Lab	504.00
		Electricity	467.87
		Office Expense	338.81
		Communications	233.91
		Building & Grounds Maintenance	98.00
		Equipment Maint & Repair	7.10
<b>Total Income</b>	<b>57,260.95</b>	<b>Total Expenses</b>	<b>108,323.96</b>
		<b>Net Income (Loss)</b>	<b>(51,063.01)</b>

**City of Plymouth  
Income Statement  
For the Month of Jan-26  
50 - Sewer Enterprise Fund**

<b>Income</b>		<b>Expenses</b>	
Sewer Service Revenue	52,703.24	Salaries & Wages	16,727.27
Ranch House Rental	950.00	Electricity	9,929.89
Low Income Credit	(240.00)	Contract Services	2,072.10
		Equipment Maint & Repair	1,868.00
		Engineering	1,836.25
		FICA	1,275.91
		Bank & Processing Fees	790.91
		Water Testing By Lab	457.00
		Communications	403.77
		Office Expense	338.82
		Rents, Leases Of Equip & Prop.	108.00
		Building & Grounds Maintenance	98.22
<b>Total Income</b>	<b>53,413.24</b>	<b>Total Expenses</b>	<b>35,906.14</b>
		<b>Net Income (Loss)</b>	<b>17,507.10</b>

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**City of Plymouth  
Income Statement  
For the Month of Jan-26  
All Other Funds**



<b>Income</b>		<b>Expenses</b>	
Hwy User Taxes	2,674.09	Engineering	50,885.95
Road Maint & Rehab-SB1	2,451.71	TOT - Promotions Support	11,537.00
Parcel Charges	207.00	Building & Grounds Maintenance	5,750.00
		Electricity	1,193.34
		City Attorney	516.80
		Water Utility Billing	87.98
<b>Total Income</b>	<b>5,332.80</b>	<b>Total Expenses</b>	<b>69,971.07</b>
		<b>Net Income (Loss)</b>	<b>(64,638.27)</b>

\* This report is unaudited and intended for informational purposes only, amounts are not final and subject to change. \*

**City of Plymouth  
Cash Position Report  
For the Month of Feb-26  
All Funds Combined**



<b>Beginning Cash Balance</b>	
WF Investment Account (Sweep)	\$ 4,303,937.89
Local Agency Investment Fund (LAIF)	394,584.28
WF Operating Account (3113)	<u>162,477.00</u>
<b>Beginning Cash Position</b>	<b>\$ 4,860,999.17</b>

<b>Ending Cash Balance</b>	
WF Investment Account (Sweep)	\$ 4,272,511.38
Local Agency Investment Fund (LAIF)	394,584.28
WF Operating Account (3113)	<u>106,926.00</u>
<b>Ending Cash Position</b>	<b>\$ 4,774,021.66</b>

<b>Total Cash Inflows</b>	201,586.77
<b>Total Cash Outflows</b>	(288,564.28)
<b>Change in Cash Position</b>	<u><u>\$ (86,977.51)</u></u>

**Cash Runway Assumption**      54 Months

**Trailing Three Month (TTM) Average - Statistical Analysis**

TTM Average Inflows	\$ 377,246.27	
CM Inflows vs TTM Average	-46.56%	CM Inflows < TTM Average
TTM Average Outflows	\$ (269,319.62)	
CM Outflows vs TTM Average	7.15%	CM Outflows > TTM Average

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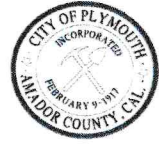
**City of Plymouth  
Income Statement  
For the Month of Feb-26  
All Funds Combined**



<b>Income</b>		<b>Expenses</b>	
	52,828.24		96,875.00
Sewer Service Revenue	26,275.75	Dispatch Services	64,821.12
Sales & Use Tax	23,424.33	Salaries & Wages	26,819.95
Water Commodity Charge	17,706.87	City Attorney	22,561.77
COPS Program	17,307.74	Water Meter Charge - AWA	15,633.80
Water Delivery Charge	13,359.62	Contract Services	14,308.68
Penalties	13,027.40	Water Commodity Purchase - AWA	12,316.75
Interest Income	13,011.00	Electricity	9,059.34
Wholesale Septic Sales	12,374.44	Employee Health Ins.	8,862.70
Development Impact Fees	6,462.78	Engineering	8,396.32
Wholesale Water Sales	3,320.22	Building & Grounds Maintenance	5,617.93
Cable Franchise Fees	2,821.44	IT Expense	5,157.12
Hwy User Taxes	2,670.21	Equipment Maint & Repair	5,033.75
Road Maint & Rehab-SB1	1,993.97	FICA	2,335.67
Admin Facilities Impact Fees	1,604.16	Bank & Processing Fees	2,286.60
Building Permit	1,538.72	Engineer-Reimbursable Costs	1,850.00
AT&T Land Lease	1,243.25	Bond Payments FHA 92-01 & 92-02	1,752.33
Encroachment Fee	950.00	Contract Services - AWA	1,494.00
Ranch House Rental	836.95	Water Testing By Lab	1,231.51
Corp Yard Impact Fees	825.00	Gasoline-Fuel	1,174.80
Pop-Up Plaza Rental	815.78	Office Expense	1,137.15
Transient Occupancy Tax	638.10	HR Expense Allocation	1,088.30
Library Impact Fees	524.29	Communications	931.00
Misc Utility Charges	267.45	Rents, Leases Of Equip & Prop.	861.59
Long Range Planning Fee	207.00	Conference Expense	783.58
Parcel Charges	196.81	Maintenance Supplies	589.76
Museum Impact Fees	100.04	Propane	582.73
Plan Check Fees	100.00	Advertising	277.50
Business License Tax	11.05	Planning Reimburse	250.00
Sale Of Photo Copies-Etc.	(240.00)	General Fines	127.65
Low Income Credit		Code Enforcement	83.97
		Water Utility Billing	
<b>Total Income</b>	<b>216,202.61</b>	<b>Total Expenses</b>	<b>314,302.37</b>
		<b>Net Income (Loss)</b>	<b>(98,099.76)</b>

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**City of Plymouth  
Income Statement  
For the Month of Feb-26  
1 - General Fund**



<b>Income</b>		<b>Expenses</b>	
Sales & Use Tax	26,275.75	Salaries & Wages	43,162.13
Interest Income	13,027.40	City Attorney	26,690.75
Cable Franchise Fees	3,320.22	Employee Health Ins.	9,054.59
Building Permit	1,604.16	Contract Services	5,391.30
Encroachment Fee	1,243.25	IT Expense	4,974.31
Pop-Up Plaza Rental	825.00	FICA	3,381.91
Transient Occupancy Tax	815.78	Engineer-Reimbursable Costs	2,286.60
Plan Check Fees	100.04	Electricity	1,259.18
Business License Tax	100.00	Gasoline-Fuel	1,231.51
Sale Of Photo Copies-Etc.	11.05	Office Expense	1,162.47
		HR Expense Allocation	1,137.15
		Engineering	1,012.50
		Bank & Processing Fees	909.50
		Conference Expense	861.59
		Rents, Leases Of Equip & Prop.	823.00
		Maintenance Supplies	660.28
		Propane	589.76
		Advertising	582.73
		Building & Grounds Maintenance	547.68
		Communications	490.64
		Planning Reimburse	277.50
		General Fines	250.00
		Code Enforcement	127.65
		Equipment Maint & Repair	72.17
<b>Total Income</b>	<b>47,322.65</b>	<b>Total Expenses</b>	<b>106,936.90</b>
		<b>Net Income (Loss)</b>	<b>(59,614.25)</b>

**City of Plymouth  
Income Statement  
For the Month of Feb-26  
11 - COPS Grant Fund**

<b>Income</b>		<b>Expenses</b>	
COPS Program	17,706.87	Dispatch Services	96,875.00
<b>Total Income</b>	<b>17,706.87</b>	<b>Total Expenses</b>	<b>96,875.00</b>
		<b>Net Income (Loss)</b>	<b>(79,168.13)</b>

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**City of Plymouth  
Income Statement  
For the Month of Feb-26  
40 - Water Enterprise Fund**



<b>Income</b>		<b>Expenses</b>	
Water Commodity Charge	23,424.33	Water Meter Charge - AWA	22,561.77
Water Delivery Charge	17,307.74	Water Commodity Purchase - AWA	14,308.68
Penalties	13,359.62	Salaries & Wages	6,570.06
Wholesale Water Sales	6,462.78	Contract Services	4,558.75
AT&T Land Lease	1,538.72	Contract Services - AWA	1,752.33
Misc Utility Charges	524.29	Bank & Processing Fees	713.08
		FICA	501.26
		Electricity	461.19
		IT Expense	321.81
		Communications	213.80
		Building & Grounds Maintenance	98.00
		Water Testing By Lab	44.00
		Office Expense	6.17
<b>Total Income</b>	<b>62,617.48</b>	<b>Total Expenses</b>	<b>52,110.90</b>
		<b>Net Income (Loss)</b>	<b>10,506.58</b>

**City of Plymouth  
Income Statement  
For the Month of Feb-26  
50 - Sewer Enterprise Fund**

<b>Income</b>		<b>Expenses</b>	
Sewer Service Revenue	52,828.24	Salaries & Wages	15,088.93
Wholesale Septic Sales	13,011.00	Electricity	9,416.09
Ranch House Rental	950.00	Contract Services	5,683.75
Low Income Credit	(240.00)	Equipment Maint & Repair	5,084.95
		Bond Payments FHA 92-01 & 92-02	1,850.00
		Water Testing By Lab	1,450.00
		FICA	1,150.58
		Building & Grounds Maintenance	1,088.00
		Engineering	1,032.00
		Bank & Processing Fees	713.09
		Communications	383.86
		IT Expense	321.81
		Maintenance Supplies	123.30
		Rents, Leases Of Equip & Prop.	108.00
		Office Expense	6.16
		Employee Health Ins.	4.75
<b>Total Income</b>	<b>66,549.24</b>	<b>Total Expenses</b>	<b>43,505.27</b>
		<b>Net Income (Loss)</b>	<b>23,043.97</b>

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**City of Plymouth  
Income Statement  
For the Month of Feb-26  
All Other Funds**



<b>Income</b>		<b>Expenses</b>	
Development Impact Fees	12,374.44	Engineering	6,818.20
Hwy User Taxes	2,821.44	Building & Grounds Maintenance	6,662.64
Road Maint & Rehab-SB1	2,670.21	Electricity	1,180.29
Admin Facilities Impact Fees	1,993.97	City Attorney	129.20
Corp Yard Impact Fees	836.95	Water Utility Billing	83.97
Library Impact Fees	638.10		
Long Range Planning Fee	267.45		
Parcel Charges	207.00		
Museum Impact Fees	196.81		
<hr/>		<hr/>	
<b>Total Income</b>	<b>22,006.37</b>	<b>Total Expenses</b>	<b>14,874.30</b>
<hr/>		<hr/>	
		<b>Net Income (Loss)</b>	<b>7,132.07</b>

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**City of Plymouth  
Cash Position Report  
For the Month of Mar-26  
All Funds Combined**



<b>Beginning Cash Balance</b>	
WF Investment Account (Sweep)	\$ 4,272,511.38
Local Agency Investment Fund (LAIF)	394,584.28
WF Operating Account (3113)	<u>106,926.00</u>
<b>Beginning Cash Position</b>	<b>\$ 4,774,021.66</b>

<b>Ending Cash Balance</b>	
WF Investment Account (Sweep)	\$ 4,254,755.11
Local Agency Investment Fund (LAIF)	394,584.28
WF Operating Account (3113)	<u>101,162.00</u>
<b>Ending Cash Position</b>	<b>\$ 4,750,501.39</b>

<b>Total Cash Inflows</b>	211,677.04
<b>Total Cash Outflows</b>	(235,197.31)
<b>Change in Cash Position</b>	<u><u>\$ (23,520.27)</u></u>

**Cash Runway Assumption**      201 Months

**Trailing Three Month (TTM) Average - Statistical Analysis**

TTM Average Inflows	\$ 333,249.43	
CM Inflows vs TTM Average	-36.48%	CM Inflows < TTM Average
TTM Average Outflows	\$ (304,214.72)	
CM Outflows vs TTM Average	-22.69%	CM Outflows < TTM Average

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**City of Plymouth  
Income Statement  
For the Month of Mar-26  
1 - General Fund**



<b>Income</b>		<b>Expenses</b>	
Sales & Use Tax	14,569.98	Salaries & Wages	48,540.67
Interest Income	11,727.08	City Attorney	14,482.20
Current Supplemental	3,630.56	Contract Services	9,721.48
Solid Waste Franchise Fee	2,681.50	Employee Health Ins.	9,054.59
Building Permit	2,234.58	FICA	3,901.79
Pop-Up Plaza Rental	825.00	IT Expense	3,439.66
Plan Check Fees	339.87	Building & Grounds Maintenance	2,475.36
Credits on WF CC	277.15	Gasoline-Fuel	1,476.12
Town Hall Rental	70.00	Electricity	1,264.74
Business License Tax	60.00	Maintenance Supplies	936.18
T-Shirt Sales	30.00	Bank & Processing Fees	930.87
		Rents, Leases Of Equip & Prop.	823.00
		Communications	637.21
		Equipment Maint & Repair	565.32
		Engineering	509.50
		HR Expense Allocation	463.95
		Planning Reimburse	462.50
		Street Signs	442.46
		Advertising	369.23
		Engineer-Reimbursable Costs	362.50
		Propane	306.06
		Office Expense	275.05
		Operating Supplies	108.65
		Dues & Memberships	105.00
<b>Total Income</b>	<b>36,445.72</b>	<b>Total Expenses</b>	<b>101,654.09</b>
		<b>Net Income (Loss)</b>	<b>(65,208.37)</b>

**City of Plymouth  
Income Statement  
For the Month of Mar-26  
11 - COPS Grant Fund**

<b>Income</b>		<b>Expenses</b>	
COPS Program	15,641.74		
<b>Total Income</b>	<b>15,641.74</b>	<b>Total Expenses</b>	-
		<b>Net Income (Loss)</b>	<b>15,641.74</b>

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**City of Plymouth  
Income Statement  
For the Month of Mar-26  
40 - Water Enterprise Fund**

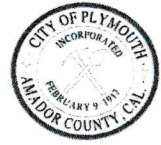
<b>Income</b>		<b>Expenses</b>	
Water Commodity Charge	23,424.33	Water Meter Charge - AWA	22,561.77
Water Delivery Charge	19,638.78	Water Commodity Purchase - AWA	13,606.50
Penalties	14,573.09	Salaries & Wages	7,933.77
AT&T Land Lease	1,538.72	Contract Services - AWA	2,710.28
Misc Utility Charges	674.29	Contract Services	1,242.73
Wholesale Water Sales	178.71	Bank & Processing Fees	672.82
		FICA	605.60
		Water Testing By Lab	504.00
		Electricity	469.15
		Engineering	366.00
		Office Expense	341.03
		Communications	237.09
		IT Expense	161.17
		Building & Grounds Maintenance	102.00
<b>Total Income</b>	<b>60,027.92</b>	<b>Total Expenses</b>	<b>51,513.91</b>
		<b>Net Income (Loss)</b>	<b>8,514.01</b>

**City of Plymouth  
Income Statement  
For the Month of Mar-26  
50 - Sewer Enterprise Fund**

<b>Income</b>		<b>Expenses</b>	
Sewer Service Revenue	52,703.24	Salaries & Wages	17,141.59
Wholesale Septic Sales	14,023.20	Electricity	8,700.12
Ranch House Rental	950.00	Contract Services	1,741.25
Low Income Credit	(240.00)	FICA	1,307.61
		Bank & Processing Fees	672.82
		Water Testing By Lab	457.00
		Equipment Maint & Repair	455.45
		Communications	407.23
		Office Expense	341.05
		IT Expense	161.17
		Rents, Leases Of Equip & Prop.	108.00
		Employee Health Ins.	4.75
<b>Total Income</b>	<b>67,436.44</b>	<b>Total Expenses</b>	<b>31,498.04</b>
		<b>Net Income (Loss)</b>	<b>35,938.40</b>

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**City of Plymouth  
Income Statement  
For the Month of Mar-26  
All Other Funds**



<b>Income</b>		<b>Expenses</b>	
Hwy User Taxes	2,951.63	Building & Grounds Maintenance	5,750.00
Road Maint & Rehab-SB1	2,367.50	Electricity	1,168.75
Parcel Charges	207.00	CFD 2016-01 ADMIN	966.46
		Engineering	289.75
		Water Utility Billing	212.40
		City Attorney	193.80
<b>Total Income</b>	<b>5,526.13</b>	<b>Total Expenses</b>	<b>8,581.16</b>
		<b>Net Income (Loss)</b>	<b>(3,055.03)</b>

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# 6.1

## **PUBLIC HEARINGS**



**7.1**





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**SUBJECT:** Franchise Agreement for Solid Waste Collection, Disposal, and Recycling Services; Consideration of Applicable CEQA Exemptions

**DEPARTMENT:** City Manager's Office

**STAFF:** Cameron Begbie, City Manager

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**TITLE**

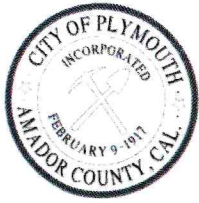
**REVIEW AND DISCUSSION OF PROPOSALS FOR SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES FROM REPUBLIC WASTE MANAGEMENT AND CALIFORNIA WASTE RECOVERY SYSTEMS; DISCUSSION, AND POSSIBLE ACTION TO AWARD FRANCHISE AGREEMENT AND FIND AWARD OF THE FRANCHISE AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE CLASS 1, CLASS 8, AND COMMON SENSE EXEMPTIONS (CEQA GUIDELINES §§ 15301, 15308, and 15061(B)(3))**

**BACKGROUND**

The City received proposals for waste management services from Republic Services ("Republic"), the City's current provider, and California Waste Recovery Systems ("Cal-Waste"). Both companies are established service providers and have submitted proposals that include residential collection services and long-term franchise agreements with the City. Each proposal includes the option to extend the contract for up to ten additional years, providing long-term service continuity.

Republic Services currently provides waste collection services within the City and has maintained established operations and customer service practices. Their proposal largely reflects a continuation of existing service levels, including a 10% senior discount for qualifying residents. However, their proposed residential service rates are notably higher across all cart sizes when compared to the alternative proposal. Republic is also proposing a 10% franchise fee, which would continue to provide the City with a share of gross revenues generated from services within City limits.

Cal-Waste, by comparison, is proposing a new service model within the City that includes significantly lower residential service rates across all cart sizes. This reduction in cost could provide meaningful savings to residents on a monthly basis.



**CITY COUNCIL AGENDA ITEM NO. 7.1**  
**05/14/2026**

In addition, Cal Waste is proposing a 12% franchise fee, which represents an increase in revenue to the City when compared to the Republic proposal.

A comparison of key components of each proposal is provided below:

1. Residential Service Rates:

Republic:

32-gallon cart: \$28.95

64-gallon cart: \$38.10

96-gallon cart: \$47.18

Cal-Waste:

35-gallon cart: \$19.05

65-gallon cart: \$25.15

95-gallon cart: \$31.20

**Franchise Fee to the City:**

- **Republic:**

- 10% of gross revenues generated from operations within the City, paid quarterly

- **Cal-Waste:**

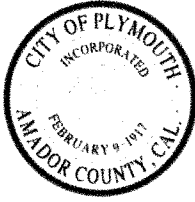
- 12% of gross revenues generated from operations within the City, paid quarterly

Cal-Waste is proposing a higher percentage franchise fee, which could result in increased revenue to the City compared to the current franchise fee paid by Republic. However, it may represent less revenue to the City than the 10% Republic is proposing in its proposal since it would be charging residents substantially higher rates.

Both providers are offering a 10% senior discount with required documentation.

**ENVIRONMENTAL DETERMINATION**

This action is exempt from environmental review under the California Environmental Quality Act (CEQA) under the Class 1, Class 8, as well as the "common sense" exemptions.



**CITY COUNCIL AGENDA ITEM NO. 7.1**  
**05/14/2026**

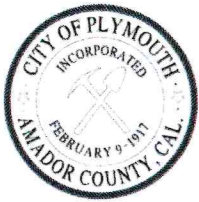
The Class 1 Categorical Exemption (Section 15301 of the CEQA Guidelines) applies the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. In awarding the proposed franchise agreement, no modifications to any buildings or other facilities are being proposed and the solid waste collection services proposed under the agreement are already being provided in the city.

The Class 8 Categorical Exemption (Section 15308 of the CEQA Guidelines) applies to actions to assure the maintenance, restoration, enhancement, or protections of the environment where the regulatory process involves procedures for the protection of the environment. The regulatory framework for solid waste handling was implemented to avoid adverse impacts on the environment. Since the proposed Franchise Agreement requires the franchisee to follow all applicable laws in providing the services described in the Franchise Agreement, approval of the franchise agreement assures the protection of the environment.

Because awarding a Franchise Agreement meets the criteria for the Class 1 and Class 3 categorical exemptions, it is exempt from CEQA. Finally, this action is exempt from CEQA under the "common sense" exemption (Section 15061(b)(3) of the CEQA Guidelines) because award of a solid waste franchise agreement that is for a continuation of services that are already being provided is not an activity that will have a significant effect on the environment.

**FISCAL IMPACT**

The fiscal impact to residents varies significantly between the two proposals due to differences in service rates, with Cal Waste Recovery Systems offering lower monthly costs. The fiscal impact to the City will be an increase in franchise fee revenue regardless of which provider the City Council awards a Franchise Agreement to. If the Franchise Agreement is awarded to Republic, revenues will increase because the City will continue to receive 10% of gross revenues but revenues will increase because of the high rates proposed by Republic. If the Franchise Agreement is awarded to Cal-Waste, revenues will increase because the City will receive 12% of gross revenues as compared to the 10% it currently receives, with Cal-Waste's proposed rates being substantially similar to Republic's current rates.



**CITY COUNCIL AGENDA ITEM NO. 7.1  
05/14/2026**

**RECOMMENDATION**

Staff recommends the City Council review and discuss the proposals from Republic and Cal-Waste. Staff further recommends the City Council review, discuss, and consider award of a Franchise Agreement. Staff is confident that both Republic and Cal-Waste are capable of providing service within the City but because of the cost savings for residents, recommends award of the Franchise Agreement to Cal-Waste.

**ATTACHMENT(S)**

1. Proposed prices from Republic
2. Proposes prices from Cal-Waste
3. Draft Franchise Agreement with Cal-Waste

**CITY OF PLYMOUTH**  
**Proposed 6/1/2026 RATES**

**ATTACHMENT 2**

**LIST OF CURRENT SERVICES, RATES  
AND SPECIAL CHARGES**

\*\*\*Unless otherwise stated, all rates are monthly

<b>RESIDENTIAL CURBSIDE SERVICE (Monthly)</b>	32 GL	\$28.95
	64 GL	\$38.10
	96 GL	\$47.18

All rates are for weekly service including Recycle Service and Yardwaste carts.

<b>COMMERCIAL MSW (Monthly)</b>	1 yard	\$139.11
	2 yard	\$255.68
	3 yard	\$383.48
	4 yard	\$511.28
	6 yard	\$766.94
	7 yard	\$895.41

<b>COMMERCIAL RECYCLE (Monthly)</b>	96 Gal Recycle Cart per Cart	\$42.46
	1 yard	\$125.20
	2 yard	\$230.11
	3 yard	\$345.13
	4 yard	\$460.15
	6 yard	\$690.24
7 yard	\$805.87	

Debris Box Haul Rates (each)	\$412.50
Concrete Debris Box 10 Yard- Flat Rates Haul & Material (each)	\$682.05

**OTHER RATES**

Return Check Fees (each)	\$25.00
Late Fees Minimum \$1.00 Fee Late Balance Greater than \$10.00 (per occurrence)	1.50%
Calculated at 1.5%	

**RESIDENTIAL**

On-Call Residential Service (each)	\$14.48
Extra cans or bags of MSW/Recycle equal to 32 gallon bags (each)	\$12.33
Cart Charge when carts not returned upon service stop or lost (each)	32-\$67.50 64-\$72.50 96-\$75.00
Based on Cart Size	\$15.00
Return Cart Fees when carts pulled for non payment (per occurrence)	\$50.00
Go Back due to Not Out or Blocked Cart (per occurrence)	\$28.88

**COMMERCIAL**

Extra Yards of MSW/Recycle (per yard)	\$45.00
Go Back due to blocked bin (per occurrence)	\$50.00
Return Bin Fees when pulled for non payment (per occurrence)	\$31.13

**DEBRIS BOX**

Debris Box Rent after 7 Days (per day)	\$3.96
Out of County Hauling from County Line (per mile R/T all areas)	\$206.25
Trip Charge (unsuccessful service attempt) (50% of Haul Rate per occurrence)	\$211.10
***resulting from customer action	\$256.10
Mini Bin Rental (7 day rental)	
3yd Mini Bin	
6yd Mini Bin	

CITY OF PLYMOUTH  
Proposed 6/1/2026 RATES

ATTACHMENT 2

LIST OF CURRENT SERVICES, RATES  
AND SPECIAL CHARGES

\*\*Unless otherwise stated, all rates are monthly

**Residential NEW Items**

Cart Delivery Fee when replacing Customer damaged carts (per occurrence)		\$50.00
*** Does not include cart replacement charge		
Rent 32 Gal cart for On-Call Residential Service (monthly)		
Rent - Larger or Additional Recycle Carts (monthly)		
Rent - Additional YW Carts (monthly)		\$5.63
Penalty for Contaminated Green Waste or Recycled Materials (per occurrence)		\$8.88
Solid Waste Collection Charges (for Contaminated Green Waste or Recyclables)		\$8.88
32 Gallon Cart		\$37.50
64 Gallon Cart		
96 Gallon Cart		
Bear Resistant Cart Rental **additional charge to regular monthly rate		\$7.24
Bear Cart requires deposit and is refundable after 12 months of service		\$14.48
Additional Day of Collection at Customer Request "Trip Charge Only" (per occurrence)		\$21.71
Bulky Item Pickup - Negotiate on Case by Case Basis based on item(s) to be collected		\$5.06
Orange Bags (each) beyond 2 free per week (subject to market change)		\$50.00
		\$50.00
		\$0.31

**Commercial NEW Items**

Lock Purchase Contractor Supplied Lock (each) subject to market		
Lock Charges when Driver must Lock/Unlock Bin (per service)		\$20.00
Moving bin from enclosure (Push/Pull) (per service)		\$9.00
Bin Rental "On Call Service" ALL AREAS (monthly)		\$27.50
2yd Bin		
3yd Bin		\$50.58
4yd Bin		\$58.16
6yd Bin		\$68.52
7yd Bin (Counter Balance/Bear Resistant)		\$81.06
Bear Resistant Bin Additional (Monthly Charge) (2yd thru 6yd add 50% to Bin Rental)		\$153.77
Emergency Pick Up/Go Back (plus yardage/tonnage rates) (per trip)		
Contaminated Recyclables (cost of disposal @ MSW per yd + Go Back Fee) (per trip)		\$50.00
1yd Bin (only customers grandfathered in... not available for new start)		
2yd Bin		\$33.42
3yd Bin		\$66.84
4yd Bin		\$100.26
5yd Bin		\$133.68
6yd Bin		\$200.52
7yd Bin (Counter Balance/Bear Resistant)		\$233.94
Return Bin Charge when Bin removed for Non-Payment		\$233.94
		\$50.00

**Debris Box NEW Items**

Standby time (per hour)		
Debris Box Liner (Actual Cost) (each)		\$145.00
DB Washout Rate Cost Offset (per box) ***[SWPPP requirement]***		\$60.00
Damage Repair Debris Box or Compactor Parts & Labor Actual Cost		\$19.97
Mini Bin Rental (per day)		Actual Cost
	*after 7 days regardless of size	\$10.00



**Rates**

As an initial showing of commitment and dedication to the City of Plymouth and its residents, Cal-Waste is prepared to set rates at \$.25 less than current rates residentially. And keeps rates the same commercially.

Residential Cart Size	Monthly Rates
35 Gallon Trash	\$19.05
65 Gallon Trash	\$25.15
95 Gallon Trash	\$31.20

We can provide whatever else you need from us to make a determination and/or to satisfy the requirements of the City and under the proposed Franchise Agreement. All systems are in place and ready to go in order to provide the City and its residents continuity of service and a seamless transition to a solid waste service provider that puts its customers first and will never fail its commitments to Plymouth and the region we serve.

Thank you,

A handwritten signature in blue ink that reads "Rudy Vaccarezza".

Rudy Vaccarezza  
Owner  
Cal-Waste Recovery Systems  
rudyvac@cal-waste.com  
209-747-2886



**FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, DISPOSAL  
AND RECYCLING SERVICES**

This FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES ("Agreement"), made and entered into this May 14<sup>th</sup>, 2026 between the CITY OF PLYMOUTH, a municipal corporation of the State of California, hereinafter referred to as "City"; and CALIFORNIA WASTE RECOVERY SYSTEMS, LLC, a California limited liability company, hereinafter referred to as "Contractor."

WHEREAS, the public health, safety and welfare, and Public Resources Code § 40059 require measures be taken by the City to provide for collection and disposal of solid waste, recyclables and green waste; and

WHEREAS, Plymouth Municipal Code section 8.04.030 permits the City Council to award franchises to parties to provide solid waste, recyclables and green waste collection and disposal services; and

WHEREAS, Contractor desires to provide these services within the City's jurisdiction; and

WHEREAS, the City Council has the authority to and desires to grant to Contractor the franchise and exclusive right to provide such services on the terms and conditions set forth below and otherwise provided for in this Agreement; and

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

**ARTICLE A. DEFINITIONS.**

For the purposes of this Agreement, the following words or phrases shall have the following meanings.

**AB 939.** AB 939 means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

**Agreement.** Agreement means this Agreement, including all attachments and future amendments.

**Applicable Law.** Applicable Law means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, handling, processing, and disposition of Solid Waste, Recyclables and Green Waste that are in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement.

**Bin.** Bin means a front-loaded or otherwise receptacle provided by the Contractor for Commercial Customers and electing Multiple-Family Dwellings which is picked up by Collection trucks.

**Bulky Waste.** Bulky Waste means large items of Solid Waste such as appliances, furniture, branches, and other oversize wastes whose large size precludes or complicates their placement in containers or handling by normal collection, processing, or disposal methods, but excluding

**Excluded Waste; C&D Debris,** items larger than five cubic yards or heavier than 500 pounds; and items of excessive size or density, such as engine blocks, spas, boats, and trailers.

**Cart.** Cart means an industry standard receptacle for disposal of residential Solid Waste, Green Waste, and Recyclables. A Cart may have wheels and has a handle for ease of movement and a tight-fitting, attached lid and is designed to be dumped manually or mechanically into a Solid Waste Collection vehicle.

**City.** City means the City of Plymouth in the State of California.

**City Charges.** City Charges means any charges that the City includes in the Rates in addition to the Contractor Service Fee to cover City-related programs, administrative costs, and/or other expenses.

**City Representative.** City Representative means the City Manager, or designee.

**Collection, Service, or Collection Service.** Collection, Service, or Collection Service means all or any part of the activities involved in the Collection of Solid Waste, Green Waste, and/or Recyclable Materials specified in this Agreement and their transportation to a Designated Disposal Site, Recyclables Processing Facility, or Green Waste Processing Facility.

**Commercial Customer.** Commercial Customer means a Customer that receives Commercial Service, including, but not limited to, those Multiple-Family Dwellings that use Bin, Debris Box or Compactor Service.

**Commercial Premises.** Commercial Premises means all industrial, manufacturing, and warehouse establishments; wholesale and retail stores; service establishments; professional offices; other business establishments; government facilities; schools; and construction sites.

**Commercial Recycling.** Commercial Recycling means the collection, processing, and marketing of those Recyclable Materials that are collected from Commercial Customers under this Franchise.

**Commercial Service.** Commercial Service means Bin or Cart Service provided under this Franchise to Commercial Premises and Bin Service provided to Multiple-Family Dwellings.

**Contractor Service Fee.** Contractor Service Fee means the compensation provided to the Contractor for Services performed pursuant to this Agreement.

**Construction and Demolition Debris or C&D Debris.** Construction and Demolition Debris or C&D Debris means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements and on houses, commercial buildings, and other structures, but not including any Excluded Waste.

**Contractor.** Contractor means California Waste Recovery Systems LLC.

**Council.** Council means the City Council of the City of Plymouth.

Curbside. Curbside means that part of a property, located at the edge of the public street where it meets the curb, without blocking sidewalks, driveways, or on-street parking. If requested by any disabled Customer, within the meaning of 42 U.S.C. § 12102, Curbside shall be considered the Customer's backyard or other similar location in accordance with Article G, section 1 of this Agreement.

Customer. Customer means an individual or entity that receives any services provided by the Contractor. Customer shall also mean the person, organization, or corporation receiving services to which billing statements are sent. Customer also means those generators of Recyclable Materials in the City to whom the Contractor provides collection service under this Agreement.

Designated Disposal Site. The Designated Disposal Site means a transfer station or sanitary landfill designated by the City for delivery of Solid Waste collected by the Contractor under this Agreement.

Disposal. Disposal means the final disposition of Solid Waste collected by the Contractor, whether occurring at the Designated Disposal Site or after subsequent delivery to a different facility.

Effective Date. Effective Date means June 1, 2026.

Electronic Waste or E-Waste. Electronic Waste or E-Waste means waste containing or consisting of electronic devices and components, such as computers, monitors, terminals, computer cards and components, computer peripheral devices, main frame computers, keyboards, mice, printers and scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer electronics, printed circuit boards, televisions, chips and components, cellular and other phones, telecommunications equipment, and fax machines and copiers, but not including Excluded Waste.

Excluded Waste. Excluded Waste means Hazardous Waste; Medical and Infectious Waste; volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that the Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class II or Class III landfills; waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose the Contractor or the City to potential liability. Excluded Waste does not include de minimis volumes or concentrations of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Wastes in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Franchise. Franchise means the rights granted to and responsibilities assumed by the Contractor under the terms and conditions of this Agreement.

Franchise Materials. Franchise Materials means all Solid Waste, Recyclable Materials, and Green Waste, including C&D Debris, generated in the City and included within the Franchise.

Franchise Services or Services. Franchise Services or Services mean all of the duties and obligations of the Contractor hereunder as stated in this Agreement.

Green Waste. Green Waste means all tree and plant trimmings, grass cuttings, dead plants, weeds, leaves, branches, and similar plant materials, but not including Excluded Waste.

Green Waste Processing Facility. Green Waste Processing Facility means a facility used by the Contractor for handling, processing, and preparing collected Green Waste for marketing.

Hazardous Waste. Hazardous Waste means a waste, or combination of wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may do either of the following:

(1) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.

(2) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. (California Public Resources Code Section 40141.)

Household Hazardous Waste. Household Hazardous Waste shall have the meaning set forth in Title 14, California Code of Regulations, Section 18502 or successor laws and regulations as may be amended from time to time.

HDPE (High Density Polyethylene). HDPE means a recyclable plastic that includes, but is not limited to, milk jugs.

Medical and Infectious Waste. Medical and Infectious Waste means biomedical waste generated at residences in excess of legal limits or at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments.

Multiple-Family Dwelling. Multiple-Family Dwelling means any building or structure, or portion thereof, used for residential purposes and having two (2) or more distinct living units. Multiple-Family Dwellings, at the Customer's request, may be provided with Residential Service using Carts or with Commercial Service using Bins.

Municipal Code. Municipal Code means the Plymouth Municipal Code as it may be amended.

Parties. Parties means the City and the Contractor.

PET (Polyethylene, Terephthalate). PET means a recyclable plastic that includes, but is not limited to, 2-liter soda bottles.

Processing or Process. Processing or Process means treatment, sorting, or other activities intended to improve the market value of Recyclables or Green Waste.

Rates. Rates mean the Contractor Service Fees plus any City Charges for Franchise Service billed and collected by the Contractor from each Customer receiving service under this Franchise.

Recycle, Recycling, or Recycled. Recycle, Recycling, or Recycled means the process of separating, collecting, sorting, cleansing, treating, reconstituting, or otherwise processing materials that are or would otherwise be disposed of in a landfill and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Recyclable Materials or Recyclables. Recyclable Materials or Recyclables means those materials that may be separated on a commercially reasonable basis from Solid Waste and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Subject to mutually agreed revision by the Parties, Recyclable Materials or Recyclables include, food waste, newspaper (including inserts, coupons, and store advertisements), corrugated cardboard, mixed waste paper (including office paper, computer paper, magazines, junk mail, catalogs, Kraft bags and Kraft paper, paperboard, egg containers, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, and cereal and other similar food boxes), glass containers (including colored glass bottles and jars), aluminum (including beverage containers, foil, food containers, and small scrap metal), plastic milk and juice containers, steel or tin cans, small scrap metal, PETE and HDPE plastic containers (natural and colored), used motor oil and oil filters, and any other commercially viable recyclable materials mutually agreed to by the Contractor and the City.

Recyclables Processing Facility. Recyclables Processing Facility means a facility used for handling, processing, and preparing collected Recyclable Materials for marketing.

Residential Customer. Residential Customer means a Customer that receives Residential Service, including those Multiple-Family Dwellings that use Cart service.

Residential Recycling. Residential Recycling means the collection, processing, and marketing of those Recyclable Materials that are collected from Residential Customers under this Franchise.

Residential Service. Residential Service means Collection Service normally provided under this Franchise to all Single-Family Residences and those Multiple-Family Dwellings that receive Cart service.

Service Area. Service Area means the jurisdictional boundary of the City, including all areas hereafter annexed or otherwise added to the territorial limits of the City.

Single-Family Residence. Single-Family Residence means any one-unit house or mobile home, and any building or structure, or portion thereof, that is used for residential housing purposes and has two (2) or fewer distinct living units.

Solid Waste. Solid Waste means and includes all forms of residential and commercial waste generated within City limits and intended for disposal. Solid Waste as defined in California Public Resources Code, Section 40191 and regulations promulgated thereunder and without limitation includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes (C&D Debris), abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or

animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Excluded Waste, Recyclable Materials, and Green Waste. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

State. State means the State of California.

Ton. Ton means 2,000 pounds.

Transport. Transport means the hauling of Solid Waste or Green Waste to a Designated Disposal Site, of Recyclables to a Recyclables Processing Facility, and of Green Waste to a Green Waste Processing Facility.

Uncontrollable Circumstances. Uncontrollable Circumstances means any acts of god or nature, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions; sabotage; civil disturbances; acts of a public enemy; wars; blockades; riots; eminent domain; condemnation or other taking; or other events of a similar nature, not caused or maintained by the City or the Contractor, which event is not reasonably within the control of the Party claiming the excuse from its obligations due to such event, to the extent such event has a material adverse effect on the ability of a Party to perform its obligations thereunder. Events which could have been prevented by reasonable precautions, including compliance with agreements and Applicable Law, shall not be considered an Uncontrollable Circumstance. Labor unrest, including but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lawfully conducted by the Contractor's employees or lawfully directed at the Contractor or a subsidiary are not considered.

Universal Waste. Universal Waste means any waste matter which the State of California classifies as 'universal waste,' including, but not limited to, items and materials listed in 22 CCR 66261.9, as it may be amended, as well as any items listed below not classified by the State of California as 'universal waste.' Universal Waste includes, but is not limited to, the following:

- E-Waste;
- Batteries (except automobile batteries);
- Thermostats;
- Lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics;
- Cathode ray tubes;
- Aerosol cans;
- Mercury-containing items, including light switches, pressure gauges, and thermometers;
- Appliances, devices, and other objects containing electronic components, including (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCRs, and televisions; and
- Prescription and non-prescription drugs.

## ARTICLE B. FRANCHISE PURPOSE, TERM, AND COMMENCEMENT

1. **Exercise of City Rights.** City chooses to exercise its authority under Public Resources Code § 40059, its police power authority under the Constitution of the State of California, and other applicable law to grant an exclusive franchise for the collection and disposal of Solid Waste as more fully set forth herein. Notwithstanding this grant of franchise, City retains and reserves to itself the full authority to regulate, correct, and control all activities of the Franchise, including removal, termination, and suspension.

### 2. **Exclusive Franchise.**

(a) City grants to Contractor the exclusive right to collect and dispose of solid waste, green waste and recyclables within City for the term commencing upon Effective Date of this Agreement and continuing to and including May 31, 2036. The term of this Agreement may be extended for an additional term of five (5) years at the parties' mutual option, which may be exercised in each party's sole discretion. Each party shall provide written notice of its decision to exercise the additional term at least one hundred twenty (120) days prior to the expiration of the initial term. In the event one or more parties fails to do so or affirmatively elects not to exercise the additional term, the Agreement, as amended, shall terminate on the expiration of the initial term.

(b) The Contractor shall not have the exclusive right and privilege to collect the following materials. However, the granting of this Franchise shall not preclude an owner, resident, or commercial entity from contracting for the categories of materials described below to be delivered to, collected and/or transported by the Contractor or others, provided that nothing in this Franchise is intended to or shall be construed to excuse any person from obtaining from the City any authorization which is otherwise required by law:

(1) Recyclable Materials donated or sold by Residential Customers or Commercial Customers to any party of their choice.

(2) The Contractor's exclusive Franchise in this Agreement shall not include governmental entities if and to the extent the City has no legal power to include them in the exclusive Franchise. The provisions of this Franchise shall not preclude or prohibit the City or any officer or employee thereof or any employee of the State, or any governmental subdivision thereof, from collecting, removing, and disposing of Franchise Materials from the City or State facilities. Moreover, this subsection does not affect Contractor's responsibility to provide free City service pursuant to Article I.1, of this Agreement.

3. **Title to Materials.** All Solid Waste, Recyclables, and Green Waste collected pursuant to this Agreement shall remain the property of the Customer until such time as it is collected for disposal. It is expressly understood that all Solid Waste, Recyclables, and Green Waste collected under this Franchise becomes the property of the Contractor upon collection, subject to the requirement of delivery of Solid Waste to the Designated Disposal Site. The Contractor is hereby granted the right to retain, dispose of, and otherwise use such Franchise Materials, or any part thereof, in any fashion or for any lawful purpose desired by Contractor, and to retain any benefit or profit resulting therefrom except as required in this Agreement. Solid Waste

which is disposed of at a Designated Disposal Site shall become the property of the owner or operator of the Designated Disposal Site once deposited there by the Contractor.

#### ARTICLE C. REPRESENTATIONS, WARRANTIES AND COVENANTS

1. **Representations and Warranties of Contractor.** Contractor hereby makes the following representations and warranties for the benefit of the City as of the Effective Date:

(a) Contractor is duly organized and validly existing as a corporation in good standing under the laws of the State of California;

(b) Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors, or by its shareholders, if necessary;

(c) The person signing this Agreement on behalf of the Contractor is authorized to do so, and this Agreement has been duly executed and delivered by Contractor in accordance with the authorization of its Board of Directors or shareholders, if necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms;

(d) Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder conflicts with, violates, or will result in a violation of any existing applicable law;

(e) Contractor has sufficient financial resources to perform all aspects of its obligations hereunder;

(f) Contractor has the expert, professional and technical capability to perform all of its obligations under this Agreement;

(g) Neither the execution nor the delivery by the Contractor of this Franchise nor the performance by the Contractor of its obligations hereunder: (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to the Contractor; (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Contractor), or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement, or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

(h) There is no action, suit, or other proceeding as of the Effective Date, at law or in equity, or to the best of the Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against the Contractor which may materially and adversely affect the validity or enforceability of this Franchise or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of the Contractor to perform its obligations

hereunder, or which would have a material adverse effect on the financial condition of the Contractor or its parent company;

(i) The Contractor has made an independent investigation (satisfactory to it) of all conditions and circumstances surrounding the Agreement, the City's needs, and the Contractor's ability to provide services. The Contractor has relied solely on its own investigation of the City, its Customers, and service needs in preparing its proposal and entering into this Agreement;

(j) The information supplied by the Contractor in all submittals made in connection with negotiation and execution of this Agreement or the Existing Franchise and all representations and warranties made by the Contractor throughout this Agreement, are true, accurate, correct, and complete in all material respects on and as of the Effective Date of this Agreement.

2. **Representations and Warranties of the City.** The City hereby makes the following representations and warranties to and for the benefit of Contractor as of the effective date of this Agreement:

(a) The City is a California municipal corporation, duly organized and validly existing under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Agreement;

(b) The party executing this Agreement on behalf of the City is duly authorized by the City Council to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

3. **Contractor's Covenants.** Contractor covenants it shall obtain and deliver to City before the Effective Date the following documents:

(a) Certificates of Insurance. Contractor shall furnish the City with satisfactory Certificate(s) of Insurance in the form and according to the provisions of ARTICLE E of this Agreement. Such certificates shall be signed by Contractor's insurer, and shall clearly state the types and amounts of coverage required under ARTICLE E, the effective dates and expiration dates of the policies, and all required endorsements.

#### ARTICLE D. COMPLIANCE WITH LAW, PERMITS

1. **Compliance with Law.** Contractor shall comply, at its expense, fully and faithfully with all local, state and federal and state laws ordinances, regulations and permit requirements, as they may be amended from time to time, applicable to its performance under this Agreement or in any way related to Contractor's performance of the services required under this Agreement; including but not limited to local, state, and federal laws, ordinances and regulations relating to collection, disposal and processing of Solid Waste, Recyclables, and Green Waste; and laws, ordinances and regulations relating to protection of the environment. Without limiting the generality of the foregoing, Contractor shall, at its sole expense, prepare and complete, or arrange for the preparation and completion of, any environmental impact report or other environmental reviews required under applicable local, state and federal law for the construction, modification or

operation of physical plants, if any, necessary to perform the services provided under this Agreement.

2. **Permits, Authorizations, Licenses.** Contractor shall obtain and shall maintain throughout the term of this Agreement, at Contractor's sole expense, all necessary permits, licenses, inspections and approvals required for Contractor to perform all the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses, or approvals upon the request of the City.

3. **SB 1383 Compliance.** The City currently has a waiver in place pursuant to 14 CCR § 18984.12. In the event the waiver expires or otherwise becomes inapplicable, the Parties shall meet and confer in good faith to negotiate an amendment to this Agreement to implement a program and ensure compliance under SB 1383 and any other applicable regulations in place. Notwithstanding the foregoing, the City shall have the option, in its sole discretion, to initiate a competitive procurement process, including the issuance of a request for proposals, for Collection Service and other services contemplated by this Agreement. In the event the City elects to initiate a competitive procurement process, the City may terminate this Agreement upon not less than 120 days' written notice to Contractor, or upon such other transition period as may be mutually agreed upon.

#### ARTICLE E. INDEMNIFICATION AND INSURANCE

1. **Contractor's Duty to Indemnify City.** To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the City, its agents, officers, employees, successors, and appointed and elected officials (collectively, "Indemnitees") from and against all liabilities, claims, suits, allegations, actions, damages, interest, penalties, fines, and/or causes of action (collectively "claims") arising from or in connection with Contractor's exercise of the Franchise, or which are caused by Contractor's failure to comply with Applicable Law. Contractor shall indemnify and hold harmless the Indemnitees from and against all costs of investigation, litigation, negotiation or alternative dispute resolution; attorneys' fees and expenses incurred in obtaining expert testimony and the attendance of witnesses; and all other expenses and liabilities incurred in connection with the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon, except to the extent such claims arise solely out of the active negligence or willful misconduct of the City. In the event of legal challenge to the issuance of this Franchise, City shall be responsible for defense of any legal action arising from allegation of procedural irregularities in the granting of the Franchise. Contractor shall be responsible for, and shall indemnify and hold City harmless from, any legal action arising from the award of this Franchise to Contractor, including any allegation of unfair business practices in the obtaining of the Franchise, save and except for any procedural irregularities in granting the Franchise. The City shall provide Contractor with prompt notice of any claims, and Contractor may assume the defense of any claim. Contractor shall have authority to settle any claim, provided such settlement fully releases and extinguishes Indemnitees' alleged liability under the claim. The provisions of this subsection shall survive the termination of this Agreement.

2. **AB 939 Indemnification.** To the extent permitted by Public Resources Code Section 40059.1, and to the extent noncompliance is caused by the Contractor's breach of or

noncompliance with a provision of this Agreement, the Contractor agrees to protect and defend the City, with counsel selected by the City, and to indemnify and hold harmless the City from and against all fines or penalties imposed by the State of California if the waste diversion goals specified in the California Public Resources Code are not met by the City with respect to the Solid Waste, Recyclables, and Green Waste collected by the Contractor under this Agreement.

3. (a) **Insurance.** Irrespective of, and in addition to, the indemnity and hold harmless provisions set forth above, Contractor shall secure and maintain throughout the course of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of insurance, as of the Effective Date of this Agreement, shall be included in the Contractor's Rates.

(b) **Comprehensive General Liability Insurance.** Contractor, at its own expense, shall maintain liability and property damage insurance for the period covered by this Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence combined single limit coverage. The amount of this coverage may be increased upon mutual Agreement of the parties, and the costs of such increases shall be considered during City Council review of any rate increases sought by Contractor. Such coverage shall include, but not be limited to, protection against claims arising from: bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Agreement; product liability; and claims relating to completed operations. The City, its officers, employees, appointed and elected officials, agents and volunteers (collectively "Insured Parties") shall be named as additional insureds for all liability arising out of: activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the Insured Parties. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried by the City will be called upon to contribute to a loss suffered by Contractor hereunder. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City. Contractor shall provide City with at least thirty days prior written notice of cancellation of the policy, except that Contractor shall provide at least ten days prior written notice must be given to the City thirty days non-payment of premium and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

(c) **Automobile Liability Insurance.** Contractor, at its own expense, shall maintain automobile liability insurance for the period covered by this Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The amount of this coverage may be increased upon mutual agreement of the parties; the costs of such increases shall be considered during City Council review of any rate increases sought by Contractor. The City may require increases in the amount of coverage on an annual basis proportionate to increases in the Rates. Such coverage shall include, but shall not be limited to, the use of owned and non-owned automobiles. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City. Contractor shall

provide City with at least thirty days prior written notice of cancellation of the policy, except that Contractor shall provide at least ten days prior written notice of cancellation of the policy due to non-payment of premium and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

(d) **Worker Compensation Insurance.** Contractor, at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer's Liability insurance with limits as required by law. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City. Contractor shall provide City with at least thirty days prior written notice of cancellation of the policy, except that Contractor shall provide at least ten days prior written notice of cancellation of the policy due to non-payment of premium and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

(e) **Pollution Insurance.** Contractor, at its own expense, shall carry and maintain Pollution Liability insurance for a period covered by this Agreement in the amount of Five Million Dollars (\$5,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage

(e) **Non-renewal or Cancellation.** Upon notification of receipt by the City of a notice of cancellation, material change in coverage, or expiration of policy(ies), Contractor shall file with the City a certified copy of a new or renewal policy(ies) and certificates for such policy(ies) satisfactory to the City.

(f) **Failure to Comply.** If at any time during the term of the Agreement, Contractor fails to comply with the provisions of this Section 3, the City may, in addition to any other remedy available to City, take out and maintain, at Contractor's expense, such insurance as the City may deem proper and charge the cost thereof to the Contractor.

(g) **Copies Incorporated into Agreement.** Copies of the initial certificates of insurance, policy endorsements, are attached hereto and incorporated herein by reference as Attachment 1.

#### ARTICLE F. SERVICES TO BE PERFORMED BY CONTRACTOR

1. **General.** The Contractor shall, in accordance with the terms of this Agreement, Applicable Law, and best industry practices, provide all labor, materials, facilities, services, and equipment necessary to:

- (a) Collect, transport, and dispose of all Solid Waste;
- (b) Collect, transport, process, recycle, and market all set-out Recyclables and Green Waste in the Service Area;
- (c) Provide public education, reporting, and other requirements, as well as Customer Services within the City. The following Sections describe these services.

## 2. **Solid Waste Collection.**

(a) Residential Service. The Contractor shall, once per week, collect the Solid Waste which has been placed at Curbside prior to the Contractor's normal weekly collection time. Contractor shall provide and replace damaged and defective Carts to Customers for Recyclables at no charge. In the event the damage to the Cart is caused by Customer, Contractor may charge Customer for the cost of the replacement Cart. In addition, upon request, the Contractor, without expense to the City or Customer, shall provide a Solid Waste Cart to a new Residential Customer that has no such container within five (5) working days after notice, of, or request for, service, or in the case of annexations, within fourteen (14) days of the annexation effective date.

(b) Commercial Service. The Contractor shall provide Solid Waste collection service to Commercial Customers as often and as otherwise requested by the Customer or required by the City. Contractor shall provide Commercial Customers with Bins in the sizes set forth in Attachment 2. Upon request, Contractor will clean Bins once per calendar year at no additional cost to Customer. If additional cleanings are requested, Customer will be subject to charges shown in Attachment 3.

(c) Cleanup. The Contractor shall be responsible for cleanup of any Solid Waste dropped or spilled by its employees or agents during collection or transport.

(d) Non-Collection Due to Non-Payment by Customer. The Contractor shall not be required to collect Solid Waste from a Customer if the Customer's account is in arrears beyond thirty (30) days.

## 3. **Recyclable Materials Collection.**

(a) Residential Recycling. The Contractor shall collect, process, recycle, and transport Recyclables placed Curbside in Recyclables Carts from all Residential Customers at least once every other week on the same day as Solid Waste collection provided that Recyclables collection service shall not occur on the same day as Green Waste collection. Contractor shall provide and replace damaged and defective Carts to Customers for Recyclables at no charge. In the event the damage to the Cart is caused by Customer, Contractor may charge Customer for the cost of the replacement Cart. In addition, upon request, the Contractor, without expense to the City or Customer, shall provide a Solid Waste Cart to a new Residential Customer that has no such container within five (5) working days after notice, of, or request for, service, or in the case of annexations, within fourteen (14) days of the annexation effective date.

(b) Commercial Recycling. The Contractor shall collect, process, recycle, and transport Recyclables from all Commercial Customers that participate in Recycling service. Recycling Containers shall be provided within fifteen (15) working days of sign-up and Customer's provision of a proper site.

(c) Cleanup. The Contractor shall be responsible for cleanup of any Recyclables dropped or spilled by its employees or agents during collection or transport.

(d) Non-Collection Due to Contamination. The Contractor shall not be required to collect Recyclables from a Cart if the Recyclables are commingled with Solid Waste

or Green Waste. In the event the Recyclables and Solid Waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the material renders the Recyclable Materials contaminated, the Contractor will leave the material in the Cart and will leave a non-collection notice explaining the reason for non-collection of the Solid Waste and Recyclables. Contractor may, at its sole discretion, collect the contaminated materials and charge Customer for the collection and disposal thereof as Solid Waste.

(e) Non-Collection Due to Non-Payment by Customer. The Contractor shall not be required to collect Recyclable Materials from a Customer if the Customer's account is in arrears beyond thirty (30) days.

#### 4. **Green Waste Collection.**

(a) Residential Green Waste Collection. The Contractor shall collect, transport, and process Green Waste placed Curbside in Contractor-supplied Carts or bundled for large items, as described herein. Collection shall occur once every other week at the same time as Solid Waste collection for that week, provided that Green Waste collection shall not occur on the same day as Recyclable collection. In addition, the Contractor, without expense to the City or Customer, shall provide a Green Waste Cart to a new Residential Customer that has no such container within five working days after notice of, or request for, service, or in the case of annexations, within fourteen days of the annexation effective date.

(b) Commercial Green Waste Collection. Subscribing to Green Waste service will be optional for Commercial Customers. Containers shall be provided within fifteen working days of sign-up and Customer's provision of a proper site.

(c) Special Haul. Contractor shall provide a spring cleanup once a year to all Customers and City, during which up to one yard of bagged yard waste per Customer will be removed at no charge. This collection will be done on the Customer's regular pickup day at Curbside.

(d) Cleanup. The Contractor shall be responsible for cleanup of any Green Waste dropped or spilled by its employees or agents during collection or transport.

(e) Non-Collection Due to Contamination. The Contractor shall not be required to collect Green Waste if it is commingled with Solid Waste or Recyclables. In the event the Green Waste is commingled with non-Green Waste materials to the extent that they cannot easily be separated by the Contractor, the Contractor will leave the Green Waste uncollected and will leave a non-collection notice explaining the reason for non-Collection. Contractor may, at its sole discretion, collect the contaminated materials and charge Customer for the collection and disposal thereof as Solid Waste.

(f) Non-Collection Due to Non-Payment by Customer. The Contractor shall not be required to collect Green Waste from a Customer if the Customer's account is in arrears beyond thirty (30) days.

5. **Bulky Item Collection.** Contractor shall collect Bulky Items from all Customers upon request at the Rates set forth in Attachment 3. However, Contractor shall provide one Bulky

waste cleanup annually, to subscribers with accounts in good standing, at no additional cost. Contractor will provide the City and each subscriber with literature explaining the scope and schedule. The service shall only be valid for subscribers with accounts in good standing, and up to 2 cubic yards of waste per subscriber per Special Cleanup.

6. **C&D Debris.** Contractor shall collect C&D Debris from all Customers upon request. C&D Debris shall be considered Bulky Item, Recyclable Materials or Green Waste collection as applicable. However, City may adopt ordinances or regulations regarding C&D Debris collection. Contractor shall comply with such ordinances and regulations and shall assist City's implementation of the same. Contractor may request that City establish separate maximum Rates for C&D Debris collection and City may do so in its sole discretion.

7. **Education.** Contractor shall provide notice and education to all Customers regarding its services under this Agreement and efforts to comply with Applicable Law, including waste diversion as requested by City.

8. **Universal Waste.** With the parties' mutual agreement and upon such terms as they agree upon, Contractor may collect Universal Waste from Customers. Contractor shall comply with all Applicable Law when collecting, processing or disposing of Universal Waste.

#### ARTICLE G. COLLECTION OPERATION DUTIES

1. **Collection Schedule.** Contractor shall make at least one weekly collection of all Solid Waste, Recyclables, and Green Waste from all residential, commercial, and institutional subscribing customers within the collection area unless otherwise approved by the City. The pickup days and schedule shall be designated by Contractor and shall not be changed by it without at least seven (7) days prior written notice to the City and the Customer affected by any such change. At no additional cost, the Contractor shall provide special service to Residential Customers who demonstrate that no person residing in their residence is able to move their Solid Waste, Green Waste, or Recycling Carts to the Curbside or another designated collection location due to physical impairment. Collection shall be from the back porch, carport, or other outside storage location. The Contractor shall screen applicants (must be name shown on bill or rental agreement) and provide this special service only in cases of legitimate need. Disability may be established by submitting a note from a treating doctor. Eligibility for this special service shall be on an annual basis and the City Manager shall determine eligibility in his or her sole discretion if Contractor cannot do so.

2. **Equipment.** The equipment shown on the Equipment List, attached hereto as Attachment 2 and incorporated herein by reference, shall be maintained at all times during the term hereof, unless said equipment is replaced with comparable or better equipment. All equipment used by Contractor for the Collection and hauling of Solid Waste shall be of the watertight "compactor" type truck. Equipment used exclusively for the collection of Solid Waste may be of any suitable type but shall be provided with coverings to adequately contain the Solid Waste within the truck body. Contractor shall maintain all trucks in a clean and sanitary condition, and shall have clearly visible an insignia and telephone number on each truck designating the name of the Contractor. Contractor shall clean the inside of the trucks regularly after dumping, and shall keep

the outside of the bodies free from dirt and filth. All equipment and trucks shall comply with Applicable Law, including any standards or regulations adopted by the Amador Air District.

3. **Hours of Collection.** Solid Waste, Recyclables, and Green Waste collections shall generally commence at 6:00 a.m., but Contractor may, if reasonably required, commence pickup at 5:00 am in residential areas. Such collection may be made in any commercial and industrial districts, except the "downtown" area, at any time subject to such reasonable modifications of collection periods as may be imposed by the City. Collections in the "downtown commercial area" shall occur prior to 12:00 p.m. No regularly scheduled residential collections shall be made on Saturdays or Sundays unless authorized by the City, and no regularly scheduled collections may be made on Sundays, unless authorized by the City. All collections shall be made as quietly as possible.

4. **Standard of Care.** Contractor shall not litter in the process of making collection from any Customer, nor allow any Solid Waste to blow or fall from any vehicle used for collections. Contractor shall repair or replace at its expense Carts or Bins damaged as a result of its negligent handling thereof, reasonable wear and tear excepted. Contractor shall replace lids or covers on Carts or Bins immediately after emptying.

5. **Customer Complaints and Business Office.** Contractor shall supply City with copies of all complaint reports and information as to their disposition upon request. All complaints shall be processed within 24 hours of receipt between Monday and Thursday evening. Complaints received on Friday or a weekend shall be processed on the following Monday. Contractor agrees to establish and maintain at a designated location a satisfactory business office within thirty (30) miles of the City in which its business operations shall be conducted, and public access during normal business hours is provided. Contractor shall also provide a toll-free telephone line to receive Customer complaints. Nothing contained herein shall prevent Contractor from discontinuing service for customer nonpayment.

6. **Disposal Operations.** All Solid Waste collected in the area described herein by Contractor shall be processed and disposed of the Designated Disposal Facility, a Recyclables Processing Facility and Green Waste Processing Facility as applicable. Contractor shall divert Recyclables and Green Waste from Solid Waste to the extent possible. The Designated Disposal Site is the Western Amador Recycling Facility ("WARF") in Ione, CA or Kiefer Landfill in Sloughhouse, CA. The parties may agree to modify the Designated Disposal Facility should the WARF and Kiefer become non-competitive in their pricing or rate structures. Solid Waste will only be disposed of in landfill sites in having all the necessary permits and required approvals of any administering jurisdiction as required by Applicable Law.

7. **Expected Performance Level.** Contractor understands and acknowledges that every detail of this Solid Waste handling operation is important to the City for the protection of the health and safety of its residents. Therefore, Contractor agrees to and shall develop and maintain a high and uniform level of orderly and uninterrupted service, cleanliness, appearance, well maintained equipment and responsible training and business techniques which will protect and enhance customer needs and contribute to the service reputation of the City and this franchise system. Accordingly, Contractor agrees:

(a) To hire and carefully supervise efficient, competent, sober and courteous operators and employees for the conduct and operation of the business;

(b) To maintain all equipment shown on the Equipment List (Attachment 2), to conform with public health standards of cleanliness and neatness, including regular disinfecting and cleaning of each truck.

(c) To purchase and maintain said equipment in a manner capable of satisfying all of the City's standards and meeting all Customer needs. Normal downtime for repairing and service of said equipment is not a material failure to perform the work.

(d) Contractor shall have a contingency plan, incorporated herein as Attachment 4. Such plan shall include the ability to bring additional or replacement equipment and/or personnel to the Service Area, in order to perform the required work in the event of a deficiency.

(e) Contractor shall comply, as a part of Contractor's duties hereunder, with all Applicable Law relating to resource reduction and/or recycling. Contractor shall assist City as requested with complying with the same, including implementing policies, procedures or other efforts requested by City.

(f) Under no circumstances shall the Contractor's employees knowingly collect Hazardous Waste or remove unsafe or poorly containerized Hazardous Waste from Customer premises. If the Contractor determines that material placed in a container for collection is Hazardous Waste, Excluded Waste, or other material that may not be legally accepted at the Designated Disposal Site, Recyclables Processing Facility, or Green Waste Processing Facility or that presents a hazard to Contractor employees, the Contractor shall have the right to refuse to accept such material. The Contractor shall leave a non-collection notice indicating the reason for refusing the material. The Contractor shall contact the generator and request that the generator arrange for proper disposal service. If the Hazardous Waste, Excluded Waste, or other objectionable material is identified at time of delivery to the Designated Disposal Site, Recyclables Processing Facility, or Green Waste Processing Facility and the generator cannot be identified, the Contractor shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste, Excluded Waste, or other objectionable material.

#### ARTICLE H. RATES.

1. **Franchise Rates.** For all services required to be performed under this Franchise, Contractor shall not charge any amount in excess of the rates identified in Attachment 3 and as modified pursuant to the methodology described below. A 10% Rate discount shall be given to senior citizen (65 years or older) Residential Customers.

2. **CPI Rate Adjustments.** The Rates shall be adjusted annually for a CPI Adjustment (as defined below) and such adjustments may be effective as of the first day of August of each calendar year, provided that no adjustment shall be imposed for calendar year 2026. This annual increase or decrease (hereinafter referred to as the "CPI Adjustment") shall be equal to the amount derived by multiplying (A) the previous Rate by (B) the percentage increase or decrease in the U.S. City Average Consumer Price Index for "All Urban Consumers" - Water and Sewer and Trash

collection services Series CUSR0000SEHG ("Index") during the most recent 12 month period for which the Index is available, subject to a maximum CPI Adjustment of 5.5%.

4. **Special Service Rate Review Request.** In addition to the CPI Adjustment, the Rates may, upon written request of the Contractor, be further adjusted (a "Discretionary Adjustment") for increased expenses associated with performance of the services hereunder. The City may grant a Discretionary Adjustment in its sole discretion. The Contractor may request a Discretionary Adjustment due to any one or more of the following causes:

(a) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement;

(b) increases in disposal or processing fees charged by third parties unaffiliated with Contractor;

(c) changes in disposal methods or sites mandated by any political body which may now or in the future have legal jurisdiction;

(c) surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste;

(d) any other causes or reasons that are not within the reasonable control of the Contractor.

5. **Rate Adjustment Procedure.** The Contractor shall submit to the City a written request for a CPI Adjustment, and/or Discretionary Adjustment, including a report detailing the increased expenses associated with performance of the services hereunder due to any of the above enumerated causes. A request for a CPI Adjustment without any Discretionary Adjustment shall be submitted no later than May 1st of any given year, and a request for a CPI Adjustment that also requests a Discretionary Adjustment shall be submitted no later than April 1st of each year. The Contractor's failure to submit a timely request shall constitute a waiver of the Contractor's rights to seek a rate adjustment for the following calendar year except to the extent that the City determines such failure does not materially prejudice the City's ability to give due consideration to and take action with respect to such request in the ordinary course of business so that any change in Rates may take effect on the following August 1st. Within thirty days after the Contractor provides the City with such request and report, the City shall notify the Contractor in writing as to whether the City accepts such information as complete or specifying any respect in which the City deems such information incomplete or deficient. Provided that adequate supporting information has been submitted by the Contractor, any requested Discretionary Adjustment shall be placed on the Council agenda for consideration. The Council's discretion in this respect shall not be limited or otherwise affected by the fact that City staff may have deemed complete the information submitted by the Contractor. The City shall afford the Contractor a reasonable opportunity to supplement the information provided with the request in the event the City staff or the Council determines that it is not complete.

Prior to any approval of any CPI Adjustment and/or Discretionary Adjustment, the City may submit the proposed increase for such approval by the property owners and/or ratepayers as required by State law. Upon receipt of such approval, or after determination that a majority protest by ratepayers has not occurred which would defeat any such modification of Rates, the City may consider the rate adjustment. The Contractor shall pay for the City's reasonable out-of-pocket costs incurred in submitting such proposed increase for approval as required by such provision. Said costs incurred by City and paid by Contractor may be included in a rate increase request as a pass through expense that shall not be used when considering any rate adjustment under Section 4(d) of this Article H. If a proposed rate increases is subject to a successful majority protest under California Constitution Article XIID, section 6 (Proposition 218) or otherwise not approved by the City's residents, ratepayers or property owners, nothing in this Agreement shall prevent City from immediately resubmitting the requested increase under California Constitution Article XIII D, section 6 (Proposition 218).

In the event that the City would be entitled to a CPI Adjustment, it shall notify Contractor in writing by May 1st of any given year. Such CPI Adjustment to the Rates shall take effect on the following August 1st. The City's failure to submit a timely request shall constitute a waiver of the City's rights to seek a rate adjustment for the following calendar year in the event that Contractor demonstrates that the City's failure to do so would materially prejudice the Contractor's ability to take action with respect to such request in the ordinary course of business so that any change in Rates may take effect on the following August 1st.

6. **Reductions in Service Following Majority Protest.** Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer to discuss the impact to Contractor on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services Contractor provides, or reductions in the levels of service it provides, that would allow Contractor to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into a separate amendment to the Agreement to memorialize the agreed upon terms. In the event the parties are unable to agree on proposed changes, either party may terminate the Agreement with one year written notice.

7. **AB 939 Fee.** The City may adjust the City Charges to cover increased costs of compliance with AB 939, in which case the Contractor will remit to the City a fee in the amount collected by the Contractor from its Customers pursuant to such increase. The City shall not adjust City Charges to cover increased costs of compliance with AB 939, in the event that a rate increase is not approved by ratepayers.

#### ARTICLE I. FRANCHISE FEES.

1. **Payment.** In consideration of the Franchise privileges granted by City, Contractor shall pay to City on a quarterly basis a Franchise Fee of twelve percent (12%) of the gross revenues from Contractor's operations in the City annually. Franchise Fees shall be paid to and received by City on or before the last business day of each quarter. Any late Franchise Fee payment shall be subject to a 1.5% per month late fee. In addition, Contractor shall pick up all City Solid Waste, Recyclables and Green Waste at the locations and in the frequencies detailed in Attachment 5, without charge. City may amend or reasonably expand these locations with written notice to

Contractor. Contractor shall also collect any reasonable amount of Solid Waste illegally dumped within one business day of City's request to do so.

2. **Exclusion of Franchise Fees from Rates.** Contractor is prohibited, and agrees to refrain, from including that portion of the Franchise Fees payable to the City under this Agreement. Contractor further agrees no portion of any future requests for Rate adjustments shall be based upon, or take into account, Franchise Fees paid pursuant to this Agreement. In the event that the Franchise Fees, stated above, is increased during the lifetime of this Agreement, Contractor may elect to recoup the increase in Franchise Fees in a rate adjustment request pursuant to the terms and provisions contained in Article I of this Agreement.

#### ARTICLE J. BILLINGS.

The Contractor shall bill Customers for all services. Solid Waste collection billing shall be itemized separately from billing for Recycling services and billing for Green Waste services. Such billings may cover the periods and be collected by the methods hereinafter set forth.

1. **Residential.** Residential Customers shall be billed monthly or quarterly in advance. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered. If not paid when due, the bill may thereafter bear a late charge to be determined by the Contractor (subject to City approval) which shall be collectible along with the charge for service.

2. **Commercial.** Commercial Customers shall be billed monthly or quarterly in advance. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered. If not paid when due, the bill may thereafter bear a late charge to be determined by the Contractor (subject to City approval) which shall be collectible along with the charge for service.

#### ARTICLE K. REPORTS AND FINANCIAL AUDITING.

1. **Financial Reporting.** Contractor shall submit to the City quarterly and annual yearend financial statements, upon request, which clearly identify Contractor's profits or losses. Such statements shall be prepared pursuant to standard bookkeeping procedures, said procedures being acceptable to the City. Upon request, quarterly statements shall be provided within thirty days of the end of the quarter. Contractor shall also provide City with quarterly financial reports showing the performance of Contractor's recycling programs. Contractor agrees to and shall keep true and correct records and books of account from which the City may readily determine the status and progress of the Contractor's business operation. The Contractor further agrees that City, by any of its authorized personnel, may inspect such books and records in Contractor's business office at reasonable times. City shall have the right to examine equipment orders, customer accounts and other related records, as deemed necessary by City.

2. **Annual Reports.** Upon request by the City, within one hundred twenty days after the close of Contractor's fiscal year (Contractor's fiscal year ends December 31<sup>st</sup> each year), Contractor shall submit to the City a written annual report, in a form approved by the City, including but not limited to, the following information:

(a) A summary of the previous year's (or in the case of the initial year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service.

(b) Contractor shall also submit annual revenue statements to the City setting forth quarterly franchise fees and the basis for calculation thereof, certified by an officer of the Contractor. Said statement shall include revenues received under this Agreement, outstanding accounts receivable, bad debt write-offs and recoveries, and regulatory fees submitted to the City.

(c) A list of Contractor's Officers and members of its Board of Directors.

3. **Quarterly Remittances.** Contractor shall include all Franchise Fees, City Charges and any other payments in its quarterly reports to City. Such remittances shall include all required information and documentation.

4. **AB 939 Requirements.** During the term of this Agreement, Contractor shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and other Applicable Law, in a manner approved by City. Contractor agrees to submit such reports and information on computer disks if reasonably requested by City. Contractor agrees to render all necessary cooperation and assistance, as determined by City, to the City in meeting the requirements of City's Source Reduction and Recycling Element and Non-Disposal Facility Element and Applicable Law.

5. **Waste Audits.** Contractor shall conduct waste audits at the request of City where such waste audits are necessary to enable City to comply with the requirements of Applicable Law. The results of such audits will be memorialized on forms approved by the City. The purpose of the audit will be to identify volume and characteristics of Solid Waste being generated by the customer. A copy of the audit shall be provided by the Contractor to the City, and to Contractor's own files.

6. **Customer Lists.** Upon request by the City, Contractor shall immediately furnish to City copies of customer lists, pick up addresses and service levels. City acknowledges that information pertaining to the accounts or customer list is confidential information which City will protect from public disclosure, except in the event of substantial default by Contractor or as required by Applicable Law, including the California Public Records Act.

7. **Privacy of Customer Information.** Contractor shall use all reasonable efforts to observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or other reports requested by the City under the Agreement or required or requested by any governmental agency.

8. **Mailing List.** Contractor shall not market or distribute outside the normal course of its business mailing lists with the names and addresses of Customers.

9. **Financial Auditing.** At City's request, Contractor shall provide City with an annual financial audit in conjunction with Amador County, not to exceed once every 3 years or when requested by Amador County.

At any time and without limiting the above, the City may audit Contractor's books or any annual or quarterly reports. If such audit discloses a material breach of this Agreement or an underpayment of other sums due to the City under this Agreement in excess of five percent of the amount which should have been paid, the Contractor shall promptly tender to the City the amount of such underpayment, together with interest at the rate of ten percent computed from the date of underpayment, and shall further reimburse the City for the entirety of its audit costs, including, without limitation, auditor's costs and expenses, internal costs and expenses, and legal and other third party expenses. If such audit discloses an underpayment of less than five percent, the Contractor shall promptly repay such underpayment, together with interest at the rate of ten percent computed from the date of underpayment, and the City shall bear the costs of the audit. If such audit discloses an overpayment, the City shall promptly repay such underpayment and the City shall bear the costs of the audit. Contractor may include any expense incurred as a result of a financial audit, in a rate increase request subject to the terms and provisions of the Agreement.

10. **Failure to Report.** The refusal, failure or neglect of the Contractor to file any of the reports required, or to provide material information to City, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by Contractor shall be deemed a material breach of the Franchise Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under the Agreement.

#### ARTICLE L. DEFAULT, TERMINATION, WAIVER

1. **Default and Automatic Termination.** Contractor shall be deemed to be in default under this Franchise and all rights and privileges granted to Contractor shall terminate upon thirty days written notice and this Agreement shall be terminated automatically if:

(a) Contractor's collection or disposal service remains inoperative for any period of five or more consecutive business days.

(b) Contractor fails to submit required Franchise Fee, City Charges or Recyclables payments to City.

(c) Contractor (i) becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty days, or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding, or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall (1) assume or reject this Agreement within sixty days after the

order for relief; (2) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph, (3) provide adequate assurance of future performance under this Agreement under 11 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the City from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary; and (iv) Contractor concludes any other transfer of this Franchise except as authorized by Article M of this Agreement.

(d) Contractor fails to perform any material condition, covenant or performance requirement in the Agreement, as established by the City Council findings of fact and a decision supported thereby.

2. **Duties Upon Termination.** In the event of termination of this Agreement or any reason, Contractor shall:

(a) Within thirty days of written notice from City, cease all operations hereunder;

(b) Immediately cause all business records, customer lists, addresses, billing data and other pertinent operating information to be transferred to City;

(c) Immediately pay all amount of fees (including attorneys' fees and court costs) which may be owing and appoint City or any of its officers as its attorney-in-fact to execute all instruments and to do all things necessary to accomplish the operations of Contractor on behalf of the public;

(d) Permit City to provide all services by any means available to City. In such event or if Contractor otherwise suspends operations, City shall also have the right to the use and possession of all items of operating equipment used in the business of Contractor within the Service Area for the purpose of providing service. This provision shall be in addition to any other remedies available to City at law or in equity to compensate it for losses caused by Contractor's breach or to compel compliance with this Franchise. In such event, City shall hold harmless, indemnify and defend Contractor from any liability proximately caused by City's use and operation of such equipment and shall provide liability insurance coverage satisfactory to Contractor in the reasonable exercise of its discretion;

(e) Notwithstanding the foregoing, and at City's sole election, in the event of termination of this Agreement, Contractor shall provide all services pursuant to this Agreement for a period of three months following the effective date of termination, or for a lesser period as determined by City.

3. **Waiver.** The waiver of any default or defaults shall not operate as a waiver of any successive defaults and all rights of the City on default by Contractor shall continue, notwithstanding one or more waivers.

4. **System and Services Review.** To provide for technological, economic, and regulatory changes in Solid Waste collection, to facilitate recycling programs, to promote

competition in the Solid Waste industry, and to achieve a continuing, advanced Solid Waste collection system, the following system and services review procedures are hereby established:

(a) Public Hearing. At City's sole option, City may hold a public hearing on or about the first anniversary date of the Agreement to review Contractor's collection systems and services. Subsequent system and services review hearings may be scheduled each two (2) years thereafter.

(b) Contractor's Report. Sixty days after receiving notice from the City, Contractor shall submit a report to City indicating the following:

(1) Performance of all Solid Waste collection and services provided by Contractor;

(2) Changes recommended to improve the City's ability to meet the goals of Applicable Law; and

(3) Any specific plans for provisions of such new services by the Contractor along with the estimated expenses and adjustments to rates necessary to compensate Contractor for providing such services.

(c) Services Review Topics. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, Customer complaints, rights of privacy, amendments to the Agreement, developments in the law, and new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.

#### ARTICLE M. ASSIGNMENT.

1. **Right of Assignment.** Neither this Franchise, nor any rights, privileges or duties hereunder, shall be assignable or transferable in whole or in part by the Contractor by stock transfer, formation of a new partnership, corporation or entity or any other conveyance mechanism without prior written approval by City Council resolution after the following findings of fact:

(a) Capacity of the proposed assignee as to financial competency, performance and service. record and equipment inventory;

(b) Guarantee of performance by assignee based upon financial security and insurance and bonding capability;

(c) Any other pertinent evidence.

An assignment or transfer under this Section shall not include a transaction(s) with an affiliate of Contractor. Nor shall an assignment or transfer under this Section include any transfer to an inter vivos or testamentary trust for estate planning purposes.

City may not unreasonably withhold approval of assignment or transfer under this Section.

2. Transfer Fee. Any application for a Franchise transfer shall be made in a manner prescribed by the City Manager or his/her successor. The application shall include a transfer fee in an amount determined by the City Manager to cover the anticipated cost of all direct administrative expenses including consultants and attorneys necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses.

3. Non-recoverable Costs. These Franchise transfer fees are over and above any Franchise Fees specified in this Franchise Agreement and shall not be recoverable costs for rate setting purposes.

#### ARTICLE N. LIABILITY FOR BREACH.

1. In the event of any defaults on the part of Contractor, City may elect to permit Contractor to cure and correct the same pursuant to a written notice from City specifying the nature of the default, the time within which to cure and any procedures required. Upon receipt of any such notice to cure a default, Contractor shall pay to City all damages, costs and expenses, including reasonable attorney's fees incurred by City as a result of the default.

2. In the event that the Contractor fails to perform fully any of the Contractor's obligations under this Agreement, other than due to an Uncontrollable Circumstance, the Contractor shall be in breach of this Agreement. Upon delivery of written notice to the Contractor, the City may impose the following liquidated damages upon the Contractor, in addition to any other available remedies the City may have.

(a) Failure to correct a missed pickup within the specified times, which exceeds five such failures annually: \$100.00 per occurrence; each additional 24-hour working day period: \$500.00.

(b) Failure to provide Carts, or Bins within seven days of the Customer's request for service, which exceeds five such failures annually: \$250.00 per day starting on day 8.

(c) Failure to deliver collected Solid Waste to the Designated Disposal Facility: \$1,000 per ton.

(d) Failure to repair or replace any Cart or Bin, when so required by this Agreement: \$50.00 per occurrence.

(e) Undertaking collection operations during hours outside of allowable collection hours, which exceeds five such failures annually: \$100 per incident.

(f) Failure to clean up spillage or litter during Franchise collection activity, which exceeds five such failures annually: \$100.00 per occurrence.

(g) Failure to resolve billing complaint within seven working days from the complaint: \$100.00 per occurrence.

(h) Failure to tag materials not collected due to contamination or inappropriately setout, which exceeds five such failures annually: \$100.00 per occurrence.

(i) Failure to maintain or submit documents and reports as required under the terms of this Agreement after ten days' notice: \$500.00 per incident per day.

3. Liquidated damages will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this Agreement. Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of the City relating to incident(s)/non-performance. Contractor may, within five days after receiving the notice, request a meeting with the City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages.

#### ARTICLE O. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery when delivered personally to the parties as specified below or three days following the date deposited in the United States mail. All notices or other communications sent by mail shall be sent postage prepaid by certified first class mail, return receipt requested, to the address specified below:

If to the City, address to:

City Manager  
City of Plymouth  
9426 Main Street  
P.O. Box 429  
Plymouth, CA 95669

If to the Contractor, address to:

Rudy Vaccarezza  
California Waste Recovery Systems LLC  
175 Enterprise Court  
Suite A  
Galt, CA 95632

#### ARTICLE P. SEVERABILITY.

Each article, part, term and provision of this Franchise shall be considered severable. If for any reason any article, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, articles, parts, terms or provisions of this Franchise and the latter will continue to be given full force and effect and bind the parties hereto. The invalid article, part, term or provision shall be deemed not to be a part of this Franchise.

#### ARTICLE Q. ENTIRE FRANCHISE.

This Franchise and the documents and applicable state and local laws referred to herein shall be the entire, full and complete Franchise between the parties and shall supersede to obligate the Contractor to perform accordingly hereunder.

1. **Force Majeure.** Contractor shall not be in default under this Franchise Agreement in the event that the collection, transportation and/or disposal services of Contractor due to an

Uncontrollable Circumstance. Uncontrollable Circumstances do not include the financial inability of the Contractor to perform or the failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies of the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

2. **Independent Contractor.** Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, grantees, and subgrantees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents or subgrantees shall obtain any rights to retirement or other benefits which accrue to City's employees.

3. **Right of Entry.** Contractor shall have the right, until receipt of written notice revoking permission to pass is delivered to Contractor, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

4. **Law to Govern: Venue.** The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Amador.

5. **Successors and Assigns.** Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the City and Contractor.

6. **Fees and Gratuities.** Contractor shall not, nor shall it permit any agent, employee or sub-grantee employed by it to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Franchise Agreement.

7. **Entire Agreements and Amendment.** No amendment of this Agreement shall be valid unless in writing duly executed by the Parties. This Agreement contains the entire Agreement between the Parties and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party.

8. **Compliance with Agreement.** Contractor shall comply with those provisions of the City Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement, provided that such provisions are not inconsistent with the terms of this Agreement.

9. **Police Powers.** Nothing in this Agreement is intended to or may limit City's authority pursuant to its police powers.

10. **Exhibits Incorporated.** Exhibits are attached to and incorporated in this Agreement by reference.

11. **Joint Drafting.** This Agreement was drafted jointly by the parties to the Agreement, therefor no presumption shall arise from the identity of the drafter.

12. **Judicial Review.** Nothing in this Agreement shall be construed to prevent either party from seeking redress to the courts for the purposes of legal review of administrative proceedings in regard to rate setting or City's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement. Provided, however, that prior to the institution of any such judicial proceedings the parties shall first meet and confer informally in order to resolve any such dispute. The parties may utilize the services of a mutually acceptable mediator for purposes of dispute resolution. In that event, each party shall pay for the costs of one-half of the mediation.

13. **Attorneys' Fees.** In the event of any action or litigation to enforce this Agreement, for interpretation or construction of this Agreement, or on account of any default under or breach of this Agreement, the nonprevailing party to such action, arbitration or litigation covenants and agrees to pay to the prevailing Party therein, in addition to all other relief, all costs and expenses, expressly including, but not limited to, reasonable attorneys' fees incurred by such prevailing party in connection with such action or litigation, including, but not limited to, any appeal thereof, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such action or litigation.

#### ARTICLE R. COMPLIANCE WITH HAZARDOUS WASTE LAWS

Contractor shall comply with all Applicable Law related to the collection, disposal, handling and processing of Hazardous Waste and shall not collect, dispose, handle or process Hazardous Waste except to the extent permitted in this Agreement, if at all. The Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless the City, its officers, officials, employees, agents, assigns and any successor or successors to the City's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, response mediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and attorney and expert fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the forgoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City or its officers, officials, employees, or agents arising from or attributable to the negligence or willful misconduct of Contractor in handling Hazardous Waste either knowingly or under circumstances in which a reasonable person would or should have known that Hazardous Waste was being handled. The foregoing indemnity is also intended to operate as an Agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code Section 25364, to defend, insure, protect, hold harmless and indemnify the City from liability. The foregoing indemnity shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**CITY**

CITY OF PLYMOUTH  
a municipal corporation of the  
State of California

By: \_\_\_\_\_  
Don Nunn, Mayor

**CONTRACTOR**

CALIFORNIA WASTE RECOVERY  
SYSTEMS, LLC, a California limited liability  
company

By: \_\_\_\_\_  
Rudy Vaccarezza, Owner

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andreas Booher, City Attorney

<b>ATTACHMENT 2</b>
<b>COLLECTION SERVICE RATES</b>
<b>EFFECTIVE 06/01/2026</b>
<b>A. RESIDENTIAL COLLECTION SERVICES - Rates include weekly gray trash service, Bi-weekly green organics waste cart collection and bi-weekly blue recyclables cart collection and are based upon gray trash cart size selected.</b>
<b>Beginning August 1, 2027, rates will be adjusted annually according to the provisions of Article H.</b>

<b>City Franchise Fee (All Services)</b>	12%
--	-----

<b>Residential Services</b>				
	Current Base Monthly Rates	City Franchise Fee	County Surcharge	Total Billed to Customer
<b>Curbside Services</b>				
35 Gallon	\$16.98	\$2.04	\$0.50	\$19.52
65 Gallon	\$22.35	\$2.68	\$0.50	\$25.53
95 Gallon	\$27.68	\$3.32	\$0.50	\$31.50

<b>Bulky Waste Item Collection</b>
\$120.00

<b>Backyard Service Per Month</b>
\$7.00

<b>Special Residential Services</b>
\$10.21

<b>Extra Residential Services</b>
\$5.51

**Commercial Services**

**A. COMMERCIAL COLLECTION SERVICES - Rates include weekly trash service. Rates include weekly Recycling service.**

**Beginning August 1, 2027, rates will be adjusted annually according to the provisions of Article H.**

Commercial Trash Service	Current Monthly Rates	City Franchise Fee	County Surcharge Per Customer Per Month	Total Billed to Customer
1 Yard	\$189.07	\$22.69	\$1.00	\$212.76
2 Yard	\$347.52	\$41.70	\$1.00	\$390.23
3 Yard	\$521.23	\$62.55	\$1.00	\$584.77
4 Yard	\$694.93	\$83.39	\$1.00	\$779.32
5 Yard	\$1,042.40	\$125.09	\$1.00	\$1,168.49
6 Yard	\$1,216.13	\$145.94	\$1.00	\$1,363.06

Commercial Recycling Service	Current Monthly Rates	City Franchise Fee	County Surcharge Per Customer Per Month	Total Billed to Customer
95 Gallon	\$66.88	\$8.03	\$1.00	\$75.91
1 Yard	\$103.99	\$12.48	\$1.00	\$117.47
2 Yard	\$191.14	\$22.94	\$1.00	\$215.08
3 Yard	\$286.67	\$34.40	\$1.00	\$322.07
4 Yard	\$382.21	\$45.87	\$1.00	\$429.07
5 Yard	\$573.32	\$68.80	\$1.00	\$643.12
6 Yard	\$668.87	\$80.26	\$1.00	\$750.13

MISCELLANEOUS COMMERCIAL CHARGES		
Size	EXTRA RATES	SPECIAL RATES
95 Gallon	\$13.38	\$30.10
1 Yard	\$20.80	\$46.80
2 Yard	\$38.23	\$86.01
3 Yard	\$57.33	\$129.00
4 Yard	\$76.44	\$171.99
5 Yard	\$114.66	\$257.99
6 Yard	\$133.77	\$300.99

<b>Commercial Container Cleaning</b>
\$67.00

**Attachment 1**

**Copies of Current Certificates of Insurance and Policy Endorsements**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2026

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

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

<b>PRODUCER</b> Sequel Insurance Services 111 Scripps Drive Sacramento CA 95825		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 279-202-3979      FAX (A/C, No): 279-688-0001 E-MAIL ADDRESS: certificates@sequelins.com	
License#: 6010509 CALIWA5-01		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> California Waste Recovery Systems, LLC; CWR Industries, Inc.; DKCR Properties Inc.;; 175 Enterprise Ct., Suite A Galt CA 95632-9047		<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg      19445 <b>INSURER B:</b> Admiral Insurance Company      24856 <b>INSURER C:</b> Landmark American Insurance Company      33138 <b>INSURER D:</b> General Star Indemnity Company      37362 <b>INSURER E:</b> StarStone National Insurance Company      25496 <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1841064063

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

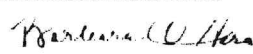
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		461-15-42	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible: \$0 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			709-34-97	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$250
E D	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			AXS00289553P-04 IXG681875A	3/1/2026 3/1/2026	3/1/2027 3/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 2nd Layer Excess Liab \$ 3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 031-56-6161	3/1/2026	3/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B C	Pollution Liability 3rd Layer Excess Liability			FEI-EIL-23153-07 LHA611497	11/1/2024 3/1/2026	11/25/2026 3/1/2027	Per Condition/Agg Deductible 2,000,000 Each Occ / Aggregate 10,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Insurance

The City, its officers, employees, appointed and elected officials, agents and volunteers (collectively "Insured Parties") are General Liability Additional Insureds per terms and conditions of the attached endorsement(s). 30 Days Notice of Cancellation applies to Auto Liability per the attached endorsement. 30 Days Notice of Cancellation applies to General Liability per the attached endorsement. 30 Days Notice of Cancellation applies to Workers Compensation per the attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Plymouth 9426 Main Street P.O. Box 429 Plymouth CA 95669	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Attachment 2**

**Equipment List**

**ATTACHMENT 5**

<b>Truck #</b>	<b>Vehicle Type</b>
5706	Rear Load
2409	SB ASL
2415	Automated
2417	Automated
2418	Automated
2420	Automated
2421	Automated
2424	Automated
2426	Automated
2427	Automated
2428	Automated
2429	Automated
2432	Automated
2328	Front Load
2330	Front Load
2338	Front Load
2341	Front Load
2344	Front Load
2347	Front End Loader
2348	Front End Loader
2349	Front End Loader
2350	Front End Loader
2351	Front End Loader
2353	Front End Loader
2355	Front End Loader
2356	Front End Loader
2357	Front End Loader
2115	Roll Off
2120	Roll Off
2122	Roll Off
2124	Roll Off
2126	Roll Off
2127	Roll Off
2128	Roll Off
2129	Roll Off
2130	Roll Off
2131	Roll Off
2132	Roll Off
2135	Roll Off

2136	Roll Off
2137	Roll Off
2140	Roll Off
2141	Roll Off
2142	Roll Off
2143	Roll Off
2214	Roll Off
2218	Pete 386 Tractor
2223	Container Truck
2224	FORK Truck
2232	Split Body RL
2233	Split Body RL

**Attachment 4**  
**Contingency Plan**

## CONTINGENCY PLAN

Contractor shall maintain sufficient backup resources to ensure orderly and uninterrupted Collection Service within the Service Area in the event of equipment failure, staffing shortage, facility disruption, emergency condition, or other deficiency affecting Contractor's normal operations. In addition to the equipment assigned to the City, Contractor may utilize Cal-Waste's other available collection vehicles, support trucks, containers, maintenance resources, dispatch staff, drivers, and operational personnel from its other facilities and service areas to supplement or replace equipment and personnel serving the City. Contractor shall deploy such resources as necessary to continue collecting, transporting, processing, recycling, and disposing of Solid Waste, Recyclables, and Green Waste in accordance with the Agreement's required service levels.

If any vehicle assigned to the City becomes unavailable, Contractor shall promptly place into service a comparable replacement vehicle from Cal-Waste's fleet or from another Cal-Waste facility. Replacement trucks shall be properly licensed, insured, maintained, and suitable for the material stream being collected. Contractor shall also coordinate with its maintenance facilities and operations managers to repair disabled equipment, reassign routes, and dispatch additional drivers or helpers as needed. In the event that normal routing or collection schedules are affected, Contractor shall prioritize public health and safety, missed collections, City facilities, commercial accounts, and regularly scheduled residential service, and shall use commercially reasonable efforts to restore normal operations as quickly as possible.

If a designated disposal, recycling, or green waste processing facility becomes unavailable or impracticable to use, Contractor shall coordinate the use of other permitted Cal-Waste facilities, transfer resources, or other legally authorized facilities capable of receiving the applicable materials, subject to the Agreement's requirements and Applicable Law. Contractor shall notify the City of any material service disruption, the anticipated impact on service, and the corrective actions being implemented. This contingency plan is intended to satisfy Contractor's obligation to maintain the ability to bring additional or replacement equipment and personnel into the Service Area in the event of a deficiency, while supporting the Agreement's requirement for a high and uniform level of orderly and uninterrupted service.



**7.2**





**CITY COUNCIL AGENDA ITEM NO. 7.2**  
**05/14/2026**

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**SUBJECT:** EMPLOYEE RECRUITMENT POLICY CC-067

**DEPARTMENT:** City Manager's Office

**STAFF:** Cameron Begbie, City Manager

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**TITLE**

**REVIEW, DISCUSSION, AND POSSIBLE ADOPTIONS OF CITY POLICY CC-067, EMPLOYEE RECRUITMENT POLICY**

**BACKGROUND**

The City of Plymouth relies on a structured and effective recruitment process to attract, hire, and retain qualified employees who support the delivery of municipal services. As the organization continues to evolve, the need for clear, consistent, and transparent hiring practices has become increasingly important.

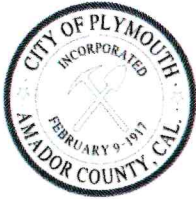
At present, recruitment and job posting practices are guided by general procedures; however, the City does not have a formally adopted, comprehensive policy that standardizes how job opportunities are advertised, approved, and managed. City Policy CC-067 has been developed to address this need and to establish a formal framework for employee recruitment.

City Policy CC-067, Employee Recruitment Policy, is intended to provide a clear and consistent process for advertising and managing job vacancies within the City of Plymouth. The policy outlines expectations for job postings, establishes roles and responsibilities for staff involved in recruitment, and defines approval and exception procedures.

The policy applies to all staff involved in the recruitment process and covers both internal and external job postings. It ensures that all employment opportunities are communicated in a manner that is fair, transparent, and aligned with best practices in public sector hiring.

**ENVIRONMENTAL DETERMINATION**

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



**CITY COUNCIL AGENDA ITEM NO. 7.2**  
**05/14/2026**

**FISCAL IMPACT**

There is no direct fiscal impact associated with the adoption of this policy. Implementation will be managed within existing staff resources.

**RECOMMENDATION**

Review and provide direction to staff regarding City Policy CC-067, Employee Recruitment Policy, and consider adoption.

**ATTACHMENT(S)**

1. City Policy CC-067



<b>JOB POSTING POLICY</b>		CC- 067
<b>CITY POLICY</b>	Effective Date: 05/14/2026	Revised Date: N/A

## I. PURPOSE AND SCOPE

The Job Posting Policy explains how the City of Plymouth advertises and manages job vacancies to ensure a consistent, fair, and transparent recruitment process. This policy sets expectations for job postings, defines responsibilities for hiring employees and establishes approval and exception procedures.

This policy applies to all staff involved in creating, approving, or managing job postings for positions in the City of Plymouth. It covers internal and external postings and any recruitment channels used by the organization. Job postings can be open to the public or for current City employees only.

## II. GENERAL POSTING REQUIREMENTS

- All job postings must be based on an approved job requisition and a current job description.
- Postings must confirm at-will status and accurately describe the role, essential duties, minimum qualifications, and any required certifications, education or clearances.
- Job postings must adhere to equal employment opportunity standards.
- Compensation ranges must be included and approved.
- All postings must specify how candidates should apply and the application deadline.
- Postings must be approved by the City Manager prior to publication.
- Public advertisements should be consistent with the job description and reflect the City in a professional manner.
- Postings may appear on the City website, social media, local media, and any other websites or locations the City Manager deems appropriate. If a posting is for current employees only, the position will generally be advertised only internally.
- All job postings shall remain open for a minimum of fourteen (14) days, unless a shorter time period is deemed appropriate. The application deadline may be extended beyond the identified period at the City's discretion until a qualified candidate is selected.

## III. POSTING APPROVAL PROCESS

All job postings require prior approval before publication. The posting and approval process includes the following steps:

- HR completes a job requisition form, with input from the appropriate department, and ensures that any required budget approvals have been obtained.
- If the recruitment is external, the job requisition form should indicate where the position will be posted (i.e., websites and/or other recruiting portals).
- HR reviews the requisition form and job description for completeness, compliance with posting standards, and alignment with recruitment strategy.
- Final approval is provided by the City Manager.

#### **IV. JOB DESCRIPTION STANDARDS**

Job descriptions used for postings must be current and include a job title, summary of responsibilities, required experience and qualifications, and working conditions.

#### **V. APPLICATION AND SELECTION PROCESS**

Applications received through the approved channels will be processed by HR and/or the hiring team in accordance with applicable City policy. Selection decisions will be based on job-related criteria and documented in accordance with City hiring practices. Interviewing, reference checks, and any required background screenings will follow City policy and HR/City Manager guidance.

The process for hiring the City Manager is determined by the City Council.

# 7.3





**CITY COUNCIL AGENDA ITEM NO. 7.3**  
**05/14/2026**

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**SUBJECT:** ADOPTION OF 2025 BUILDING STANDARDS CODE

**DEPARTMENT:** City Manager's Office

**STAFF:** Cameron Begbie, City Manager

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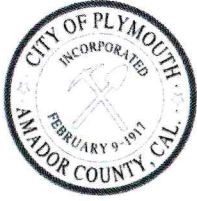
**TITLE**

INTRODUCTION AND FIRST READING OF ORDINANCE 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 2025 CALIFORNIA BUILDING STANDARDS CODE COMPRISED OF THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA FIRE CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA GREEN BUILDING CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS CODE AND FIND THIS ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT TO THE COMMON SENSE EXEMPTION (CEQA GUIDELINES § 15061(B)(3))

**BACKGROUND**

Every three years, the California Building Standards Commission updates the California building codes to reflect the latest in building and fire safety standards. In 2025, the California Building Standards Commission published the 2025 California Building Standards Code. The 2025 California Building Standards Code became effective on January 1, 2026.

While the 2025 California Building Standards Code will take effect on January 1, 2026, without any City action, adopting the California Building Standards Code into the City's Municipal Code will allow the City to enforce violations of the Building Standards Code as violations of its Municipal Code.



**CITY COUNCIL AGENDA ITEM NO. 7.3**  
**05/14/2026**

The California Building Standards Code, Title 24, establishes the minimum regulations for the design and construction of buildings and structures in California. State law mandates that local governments enforce these regulations by adopting local ordinances that adopt the state code by reference. The 2025 California Building Standards Code includes the following individual codes and appendices thereto:

- Title 24, Part 1 – California Administrative Code
- Title 24, Part 2 – California Building Code
- Title 24, Part 2.5 – California Residential Code
- Title 24, Part 3 – California Electrical Code
- Title 24, Part 4 – California Mechanical Code
- Title 24, Part 5 – California Plumbing Code
- Title 24, Part 6 – California Energy Code
- Title 24, Part 7 – California Wildland-Urban Interface Code
- Title 24, Part 8 – California Historical Building Code
- Title 24, Part 9 – California Fire Code
- Title 24, Part 10 – California Existing Building Code
- Title 24, Part 11 – California Green Building Code
- Title 24, Part 12 – California Referenced Standards Code

The various codes that make up the new 2025 California Building Standards Code clarify and update existing code requirements but do not make any significant or noteworthy changes.

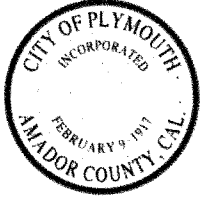
### **ENVIRONMENTAL DETERMINATION**

Staff recommends that the City Council determine that the Recommended Action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which exempts activities that do not have the potential for having a significant effect on the environment.

### **FISCAL IMPACT**

Adoption of the 2025 California Building Standards Code will not have a fiscal impact on the city.

### **RECOMMENDATION**



**CITY COUNCIL AGENDA ITEM NO. 7.3**  
**05/14/2026**

Approve the first reading and introduction of an ordinance amending Section 15.05.020 of the Plymouth Municipal Code and find this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

**ATTACHMENT(S)**

1. Ordinance 2026-01

## 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 2025 California Building Standards Code Comprised of the 2025 California Administrative Code, the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Wildland-Urban Interface Code, the 2025 California Historical Building Code, the 2025 California Fire Code, the 2025 California Existing Building Code, the 2025 California Green Building Code, and the 2025 California Referenced Standards Code

THE CITY COUNCIL OF THE CITY OF PLYMOUTH DOES ORDAIN AS FOLLOWS:

### SECTION 1. AMENDMENT OF MUNICIPAL CODE SECTION 15.05.020

In accordance with California Government Code Section 50022.2, Section 15.05.020 "Adoption of Uniform Codes" of Chapter 15.05 of the Plymouth Municipal Code, is hereby repealed and replaced, in its entirety, to read as follows:

#### 15.05.020 – Adoption of California Building Standards Code.

The city hereby adopts by reference the 2025 edition of the California Building Standards Code, as adopted by the California Building Standards Commission and published in Parts 1, 2, 2.5, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Title 24 of the California Code of Regulations, and all appendices thereto. The California Building Standards Code includes:

- A. Title 24, Part 1 – 2025 California Administrative Code
- B. Title 24, Part 2 – 2025 California Building Code
- C. Title 24, Part 2.5 – 2025 California Residential Code
- D. Title 24, Part 3 – 2025 California Electrical Code
- E. Title 24, Part 4 – 2025 California Mechanical Code
- F. Title 24, Part 5 – 2025 California Plumbing Code
- G. Title 24, Part 6 – 2025 California Energy Code
- H. Title 24, Part 7 – 2025 California Wildland-Urban Interface Code
- I. Title 24, Part 8 – 2025 California Historical Building Code
- J. Title 24, Part 9 – 2025 California Fire Code
- K. Title 24, Part 10 – 2025 California Existing Building Code
- L. Title 24, Part 11 – 2025 California Green Building Code
- M. Title 24, Part 12 – 2025 California Referenced Standards Code

**SECTION 2. CEQA.**

Approval of the code amendment the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3), of the CEQA Guidelines in that the adoption of state codes and local amendments herein described do not have the potential for having a significant effect on the environment

**SECTION 3. Severability.**

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

**SECTION 3. Effective Date.**

This ordinance shall take effect (30) days after its adoption.

The foregoing Ordinance was introduced at a regular Meeting of the City Council of the City of Plymouth held on the 14th day of May 2026, and was passed and adopted at a regular meeting of said City Council held on the 11th day of June 2026, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_

Victoria McHenry, City Clerk

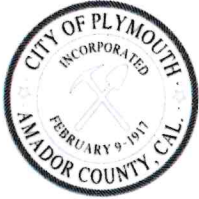
\_\_\_\_\_

Don Nunn, Mayor



**7.4**





**CITY COUNCIL AGENDA ITEM NO. 7.4**  
**05/14/2026**

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**SUBJECT:** Authorization for Mayor to Execute Termination and Dissolution Agreement for the Amador County Recreation Agency (ACRA)

**DEPARTMENT:** City Manager's Office

**STAFF:** Cameron Begbie, City Manager

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### **TITLE**

**DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE MAYOR TO SIGN TERMINATION AND DISSOLUTION AGREEMENT REGARDING THE AMADOR COUNTY RECREATION AGENCY ON BEHALF OF THE CITY**

### **BACKGROUND**

The Amador County Recreation Agency (ACRA) was formed in 2003 as a Joint Powers Authority (JPA) to coordinate recreation planning, programs, and services throughout Amador County. Member agencies include the County of Amador, the cities of Amador City, Jackson, Plymouth, and Sutter Creek, and the Amador County Unified School District.

On September 23, 2025, due to staffing challenges and concerns regarding long-term financial sustainability, the ACRA Board recommended that member agencies proceed with termination of the Joint Powers Agreement and dissolution of the agency. ACRA has since been winding down operations and ceased all substantive activities as of February 2, 2026.

Although ACRA has effectively ceased operations, formal dissolution requires approval and execution of the Termination and Dissolution Agreement by all member agencies.

### **ENVIRONMENTAL DETERMINATION**

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



**CITY COUNCIL AGENDA ITEM NO. 7.4**  
**05/14/2026**

**FISCAL IMPACT**

There is no direct fiscal impact associated with this action. The agreement specifies that no additional funding will be required from member agencies beyond previously addressed obligations.

**RECOMMENDATION**

Staff recommends the City Council review and authorize the Mayor to sign the Termination and Dissolution Agreement for the Amador County Recreation Agency (ACRA) on behalf of the City of Plymouth.

**ATTACHMENT(S)**

1. Termination and Dissolution Agreement Regarding the Amador County Recreation Agency

**TERMINATION AND  
DISSOLUTION  
AGREEMENT REGARDING  
THE  
AMADOR COUNTY RECREATION AGENCY**

This Termination and Dissolution Agreement (the “Agreement”) is entered into effective as of the last date signed (the “Effective Date”), by and between the County of Amador, the cities of Amador City, Jackson, Plymouth and Sutter Creek, and the Amador County Unified School District, who are collectively referred to herein as the “Member Agencies” of Amador County Recreation Agency, a California Joint Powers Authority (“Authority”).

**RECITALS**

- A. The Authority was formed by the Member Agencies pursuant to the authority granted under that certain Agreement Creating a Joint Exercise of Powers Authority for the Purpose of Planning and Operating a County-Wide Recreation Agency dated October 28, 2003, as amended over the years, and last amended by that certain Third Amended and Restated Joint Powers Agreement dated February 14, 2018 (“JPA Agreement”); and
- B. The purpose in creating the Authority was to establish an entity that would have at its specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefiting the Members and all areas of Amador County. The goal is to maximize recreation opportunities for all the people in all the areas of Amador County.
- C. On September 23, 2025, in light of staff resignations and the difficulties of keeping the Authority financially viable, both presently and into the future, the Authority Board voted to recommend that the Member Agencies consider termination of the JPA Agreement and dissolution of the Authority.
- D. The JPA Agreement, in Sections 8.1 and 10.2, provides that the JPA Agreement would remain in effect and the Authority would continue exist, until a majority of the Member Agencies have either agreed to terminate the JPA Agreement or have terminated their participation in the Authority; and
- E. The City of Ione formally terminated its participation in the Authority in late 2023.
- F. Based on direction from the Member Agencies, the Authority has been winding down its affairs for the past several months and effectively ceased all substantive operations as of February 2, 2026; and
- G. Except as described in this Agreement, all known debts, liabilities, or obligations incurred by the Authority have been discharged; and
- H. Except as described in this Agreement, all known personal property has been distributed to Member Agencies or community non-profit agencies as approved by the Authority Board; and
- I. The Member Agencies desire to formally terminate the JPA Agreement and dissolve the Authority pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Member Agencies hereby agree as follows:

1. Incorporation of Recitals. The Member Agencies hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated into this Agreement by this reference.
2. Termination of JPA Agreement. Pursuant to Section 8.1 of the JPA Agreement, the Member Agencies agree that the JPA Agreement is terminated and the Authority is hereby dissolved.
3. Ongoing Obligations. Despite termination of the JPA Agreement and dissolution of the Authority, it is anticipated that the Authority will be responsible for certain final financial obligations, including but not limited paying final bills, receipt of any refunds, distributing remaining cash assets to members, and financial reporting obligations that will continue through early 2027. The County of Amador, through its Auditor Controller, hereby agrees, and is authorized to perform these final tasks on behalf of the Authority after its formal dissolution, and to eventually close the Authority's accounts.
4. Book and Records. The books and records of the Authority will be archived and stored by County for a period of five (5) years following the Termination Date or such longer period as may be required by applicable law. County has agreed to serve as a depository only and the Member Agencies agree that County will have no ongoing obligations with respect to the maintenance of such books and records following dissolution.
5. Reporting of Dissolution of the Authority. Authority Counsel is authorized to make any filings as are necessary with the California Secretary of State and the State Controller to formalize the dissolution of the Authority.
6. Assets. Once ACRA's final bills have been fully paid and any anticipated refunds received, the Auditor Controller shall distribute the remaining cash assets to the Member Agencies in accordance with paragraphs 8.2 of the JPA and the percentages approved by the Authority on February 2, 2026. The value of any personal property items valued at \$200 or more received by Member Agencies shall be accounted for as part of the cash asset distribution to ensure that Member Agencies receive their fair share of ACRA's total assets. Any remaining unclaimed ACRA personal property may be sold or disposed of by the County as surplus property, with the County retaining any such proceeds, which are not anticipated to exceed the costs of the sale.
7. No Additional Funding; No Liability. In no event will any Member Agency be obligated to provide any additional funding for the operation or termination of the Authority other than those committed to in this Agreement. The Member Agencies agree that the terms of Section 9.1 of the JPA Agreement remain in full force and effect and will survive the termination of the JPA Agreement.
8. Future Claims. In the event that any third party makes a claim against the Authority or the Member Agencies following the termination and dissolution, the Member Agencies agree to meet and confer with respect to any such claim and mutually agree on the appropriate action to be taken to protect the Member Agencies.

9. Notices, Demands and Communications Between the Parties. Any notice to be given or to be served upon any of the Member Agencies hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (i) when personally delivered; (ii) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (iii) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (iv) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below subject to written verification of receipt by the receiving party, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (i), (ii), or (iii) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it at any time by written notice to the other Party as provided herein.

County of Amador  
County Administrative Officer  
810 Court Street, Jackson, CA 95642

City of Amador City  
City Clerk  
P.O. Box 200  
Amador City, CA 95601

City of Jackson  
City Manager  
33 Broadway  
Jackson, CA 95642

City of Sutter Creek  
City Manager  
P.O. Box 366  
Sutter Creek, CA 95685

City of Plymouth  
City Manager  
P.O. Box 429  
Plymouth, CA 95669

Amador County Unified School District  
District Superintendent  
217 Rex Ave.  
Jackson, CA 95642

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically and shall be binding upon the Member Agencies as if they were originals.

11. Mutual Cooperation; Further Actions and Instruments. Each of the Member Agencies shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Each Member Agency agrees to perform any

further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

12. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Termination Agreement.

13. Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Member Agencies and their respective successors and assigns.

14. Authorized Representatives. The person or persons executing this Agreement on behalf the County, City, and District warrant and represent that they have the authority to execute this Agreement on behalf of that Member Agency and that they have the authority to bind that Member Agency to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**COUNTY OF AMADOR**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Heather Peak, Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

**AMADOR COUNTY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
District Superintendent

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

**CITY OF JACKSON**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF SUTTER CREEK**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF AMADOR CITY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF PLYMOUTH**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney



