

AGENDA

CITY OF PLYMOUTH

City Council

REGULAR MEETING

THURSDAY, AUGUST 27, 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.**



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING AGENDA
Thursday August 27, 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: 973 5171 5820 Passcode: 545815

Join via link: <https://zoom.us/j/97351715820?pwd=IwOGWag3RdbtrhjNWe2ceTqbHlezV0.1>

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 **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 Cranford, Council Member

Wendy Bottomley, Council Member
Deborah Dill, Council Member

MISSION STATEMENT

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

1. CALL TO ORDER/ROLL CALL:

- Roll Call
- Pledge of Allegiance

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF AUGUST 27, 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: NONE

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 AUGUST 13, 2026

5.3 ADOPTING RESOLUTION 2026-17 A CONFLICT-OF-INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

- 7.1 ADOPT RESOLUTION 2026-16 ADOPTING THE REVISED ANNUAL PROPOSED BUDGET AND FUND BALANCE FOR FISCAL YEAR 2026-27**
- 7.2 DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION 2026-18 ESTABLISHING NO PARKING ON BOTH SIDES OF GUNTER WAY BETWEEN MAIN STREET AND LANDRUM STREET**
- 7.3 DISCUSS AND POSSIBLE ACTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A 20-TO-30-FT REAL CHRISTMAS TREE FOR THE CITY OF PLYMOUTH'S ANNUAL COMMUNITY CHRISTMAS CELEBRATION**
- 7.4 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE A TRANSFER OF UP TO \$150,000 FROM THE COMMUNITY BENEFIT CONTRIBUTION FUND (FUND 05) TO THE WATER ENTERPRISE FUND FOR REPAYMENT OF THE CITY'S OUTSTANDING LOAN WITH THE COUNTY OF AMADOR**
- 7.5 DISCUSSION AND POSSIBLE ACTION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC., INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT TO \$300,000**

8. CITY MANAGER'S REPORT

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

10. CLOSED SESSION: NONE

11. ADJOURNMENT

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

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

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

ADDITIONAL INFORMATION

Public documents related to an item on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the City Clerk's office located in Plymouth City Hall and at the time of the meeting. Persons interested in proposing an item for the City Council Agenda should contact a member of the City Council, or the City Manager.

NOTICE:

As presiding officer for this meeting, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disruptive conduct, and to enforce the rules of the Council.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (209) 245-6941 prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Victoria McHenry, City Clerk for the City of Plymouth, declare that the foregoing agenda for August 27, 2026, Regular Meeting of the Plymouth City Council was posted and available for review on August 24, 2026, at the City Hall of the City of Plymouth, 9426 Main Street, Plymouth, California, 95669. The agenda is also available on the city website at cityofplymouth.org.

Signed at Plymouth, California

//s//

Victoria McHenry City Clerk

3

PUBLIC COMMENT

4

**PRESENTATIONS
PROCLAMATIONS
APPOINTMENTS**

5.1

CORRESPONDENCE

5.2



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING MINUTES **DRAFT**
Thursday August 13, 2026
6:30 PM**

City Council Chambers - 9426 Main Street - Plymouth, CA

Don Nunn, Mayor

Holger Hornisch, Vice Mayor
Wendy Cranford, Council Member

Wendy Bottomley, Council Member
Deborah Dill, Council Member

MISSION STATEMENT

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

- 1. CALL TO ORDER/ROLL CALL:** Called to order at 6:33pm
- COUNCIL MEMBERS' PRESENT:** Don Nunn, Holger Hornisch, Wendy Bottomley, Wendy Cranford, Deborah Dill
- COUNCIL MEMBERS ABSENT:** None
- STAFF/ADVISORY PRESENT:** Cameron Begbie, City Manager, Andreas Booher, City Attorney, Victoria McHenry, City Clerk, Jacob Smith, Audio/Video Technician, Ricky VanDyke, City Accountant
- STAFF/ADVISORY ABSENT:** None

Flag Salute led by Mayor Nunn

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF AUGUST 13, 2026

Vice Mayor Hornisch motioned to approve the City Council Regular Meeting Agenda for August 13, 2026, as presented. Second by Council Member Cranford. Motion passed with a roll call vote of 5-0.

City Attorney Booher stated that the County Assessor was running late. They will have Item 4.2 presentation first and then the Assessor can give his presentation once he arrives.

3. REGULAR MEETING PUBLIC COMMENT

Darlene Estey Trovato voiced her concerns regarding parking on Gunter Way. She stated Guterrez Landscaping is parking their work trucks in a manner that blocks the street from emergency vehicles being able to drive down it. She would like the City to investigate this issue and possibly make it no parking on both sides of Gunter Way. Ms. Estey Trovato feels it's a health and safety issue.

Rosemarie Moody wanted to thank Ricky VanDyke and Nautica O'Neill for hosting a community picnic on Sunday. She is also happy that the Tapco signs are up but asked why they aren't always flashing. She also feels they aren't bright enough. Ms. Moody also stated the sign on Empire Street was off and not flashing. City Manager Begbie stated he would voice her concerns with Public Works.

Robert Moody stated that now that the Tapco signs are up people are now driving too fast after they pass the signs. He would now like the City to put another sign further down the road as he feels that

it would deter speeding. City Manager Begbie stated he would let the Sheriff's office know about the speeding issues.

Stephanie Moreno wanted to remind the council that she asked about having a post action report and a public forum regarding the Landrum Fire on July 4th. She hopes to hear that the City will do this.

Tom Tomlinson from the AFD gave a report on the 51 fire calls in Plymouth during the month of July. He stated everything went well for the fair. Mr. Tomlinson offered to answer any questions that citizens may have regarding the Landrum Fire or any other questions or concerns they may have.

Mike O'Meara stated he's been passed several times on a double yellow line and wanted the council to contact the CHP to let them know. The council encouraged him as well as all citizens who have concerns with driving issues to contact the Sheriff's department with their concerns.

Mike Spinetta talked about the newly finished Little Free Library's new paint refresh project and also mentioned some metal sculptures going in at the fairgrounds. He wanted to give accolades to Isabella Gower and Emily Dayton, who are two artists and former students at Amador High School who donated their time to these projects. Mr. Spinetta also thanked the City for allowing them to use City Hall as a cooling center and place to have their lunches. Mayor Nunn volunteered City Manager Begbie to write both Ms. Gower and Ms. Dayton letters of commendation for their volunteer work.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 PRESENTATION FROM JIM ROONEY AMADOR COUNTY ASSESSORS' OFFICE

County Assessor Jim Rooney gave a detailed presentation for the 2026-2027 Assessment Cycle. Mr. Rooney noted that he would be retiring as Assessor after 24 years of service. The council thanked him for his many years of service in our county as Assessor. A round of applause was given to him as well from the council and meeting attendees.

Stephanie Moreno thanked Assessor Rooney for his service and wished him the best in his retirement. She asked him how a residence is determined to be a primary residence. Ms. Moreno is also hoping that the City desperately needs more housing and hopes the council will help to streamline housing developments in the City.

Jon Colburn thanked Assessor Rooney for his many years of service and feels he has been an outstanding employee to Amador County.

4.2 PRESENTATION OF AUDIT STATUS

City Accountant Ricky VanDyke gave a detailed presentation regarding the status of the current audit.

Rosemarie Moody thanked City Accountant VanDyke for his presentation. She feels his report is positive and transparent.

Stephanie Moreno thanked City Accountant VanDyke for his presentation. She hopes he stays employed with the City. Ms. Moreno questioned why City Accountant VanDyke is doing all this extra work when the City contracts with Finance Director Andy Heath. She also asked if the City was going to change accounting services. City Accountant VanDyke answered that they would stay the same until the audits were done. She also asked about the annual CFD report and if they have regular audits. City Manager Begbie stated that those would be forth coming. Ms. Moreno stated she feels that writing off funds isn't the correct way to handle accounts. Accountant VanDyke stated he would look into those funds before writing them off. Ms. Moreno mentioned 50k of CDBG money that had disappeared and she wanted to point out those were discretionary funds. She wanted to make sure the City knew about it to get that money back in. Ms. Moreno asked about the FY 20/21 audit lacking a management letter. She has never seen that audit come back with the letter. Accountant VanDyke

stated that the audit does have a management letter included.

A recess was taken at 7:33 pm. The meeting reconvened at 7:46 pm.

5. CONSENT CALENDAR ITEMS:

Written public comment was submitted for item 5.5 from Stephanie Moreno.

Stephanie Moreno stated that she was happy with the warrant register and thanked City Accountant VanDyke for the details on it. She stated it's easier to understand.

Rosemarie Moody gave kudos to City Accountant VanDyke. She noticed there was another boot allowance on the warrant register and asked if the policy for the boot stipend had been located. City Manager Begbie confirmed that it had not been located. Ms. Moody asked about the purchase of signs on the warrant register. City Clerk McHenry clarified they were the signs purchased to warn citizens from rattlesnakes. Ms. Moody asked for clarification regarding the cost of the Tapco signs. City Manager Begbie stated that the Tapco signs were paid for by a CIRA grant, but the installation was not.

5.1 CORRESPONDENCE

5.2 APPROVE THE REGULAR MEETING MINUTES OF JULY 9, 2026

5.3 RECEIVE THE JUNE WARRANT REGISTER

5.4 RECEIVE THE JULY WARRANT REGISTER

5.5 ADOPTING RESOLUTION 2026-17 A CONFLICT-OF-INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

After City Attorney Booher's recommendation to pull Item 5.5 for additions to the item, Council Member Cranford motioned to approve the Consent Calendar as amended. Second by Vice Mayor Hornisch. Motion passed with a roll call vote of 5-0.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

7.1 ADOPT RESOLUTION 2026-16 ADOPTING THE REVISED ANNUAL PROPOSED BUDGET AND FUND BALANCE PROJECTIONS FOR FISCAL YEAR 2026-27

Written public comment was submitted for this item from Stephanie Moreno.

Rosemarie Moody is concerned about the salary allocations. She feels like they are unrealistic. Ms. Moody questioned the headings on the benefits and 457 portions of the budget. She feels it should be made easier to understand. Ms. Moody also wants the City to research funds before writing them off. She also asked if 85k in legal fees is a realistic amount.

Stephanie Moreno feels there are a lot of issues that need to be cleared up in the budget and hopes that the council will table this item until Andy can answer some questions. She also asked about the 150k that was borrowed and wanted clarification on where those funds are. Ms. Moreno also wants detailed descriptions of employee benefits and how they are allocated.

After discussion, the council decided to table this item until the next meeting.

7.2 REVIEW BIDS, DISCUSS, AND POSSIBLE TAKE ACTION TO

**APPROVE THE PURCHASE AND INSTALLATION OF AN INLINE
STATIC MIXER, ONLINE CHLORINE ANALYZER, AND
AUTOMATED CHLORINE DOSING CONTROLS FOR THE CITY'S
WASTEWATER TREATMENT PLANT**

Written public comment was submitted for this item from Stephanie Moreno.

Stephanie Moreno was grateful that the City asked for bids. She did ask if there would be extra costs such as ongoing licensing or annual fees. Ms. Moreno wanted to make sure those items would be accounted for in the budget. City Manager Begbie clarified that there are no ongoing costs in the proposed bid.

Rosemarie Moody asked if there were any maintenance or annual fees. The contractor she spoke with at the last meeting stated there were not any added fees, but she finds that hard to believe. City Manager Begbie stated at this time there in no extra fees.

Council Member Bottomley motioned to approve the purchase and installation of an inline static mixer, online chlorine analyzer, and automated chlorine dosing controls for the City's Wastewater Treatment Plant awarding Telstar the contract. Second by Vice Mayor Hornisch. Motion passed with a roll call vote of 3-2, with Council Member Dill and Mayor Nunn voting no.

**7.3 REVIEW, DISCUSSION AND POSSIBLE ACTION TO APPROVE
AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT
FOR WASTEWATER TREATMENT PLANT OPERATION SERVICES
WITH AMS HEATING, INC**

Written public comment was submitted for this item from Stephanie Moreno.

Rosemarie Moody questioned why there was a 20k discrepancy in the contract. City Attorney Booher clarified that it was an amendment to the existing contract and not a discrepancy.

Stephanie Moreno stated that there are conditions to the contracts that the City Manager can authorize according to our municipal code. She asked the council in their motion to ratify the original agreement and the budget transfer to clean up the record. Ms. Moreno asked the council to hold the City Managers' feet to the fire when authorizing contracts. City Manager Begbie stated that his signing approval is 20k and the municipal code is out of date and is set to be cleaned up to reflect this.

Mayor Nunn stated that he advised the City Manager to bring on the WWTP Operator with the intention of bringing it to the council sooner.

Council Member Cranford motioned to approve the Amendment to a Professional Services Agreement for Wastewater Treatment Plant Operation Services with AMS Heating, Inc. Second by Council Member Bottomley. Motion passed with a roll call vote of 5-0.

8. CITY MANAGER'S REPORT

City Manager Begbie stated that the City has improved its speaker system in council chambers to enable attendees to hear more clearly. He then presented the updated sheriff log for the past month. City Manager Begbie stated that the City hired Ken Jeffrey to fill the Maintenance 1 position. He stated that he has been a great asset to the City. City Manager Begbie stated the fair went great and Farmers Market is going well so far. City Manager Begbie also gave a report on the dyke survey at the WWTP. He stated they had a Geotech engineer come look at them and they appear to look good on the surface. However, they cannot find plans that show the compaction rate. The Geotech

engineer feels that we should do testing that will include drilling to measure the compaction rate. City Manager Begbie stated they will use the funds generated from the septage loads to pay for these tests. He also wanted to recognize Isabella and Emily for their painting on the Little Library and thanked Mike Spinetta for already doing so during the public comment period. City Manager Begbie stated that the fire hydrant near Marlene and Glens was damaged in a hit and run. The City is looking into fixing it. He stated that the Purple Heart Ceremony was phenomenal. He thanked the council members that attended and City staff who brought the event to fruition. City Manager Begbie gave an updated public records request report. He also stated that the pool season has now officially ended and that the season went great with no issues or complaints.

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

Council Member Cranford stated that fair was awesome this year. She also mentioned that she and her husband have been picking up litter from the fair and encouraged others to do so when on their walks. Council Member Cranford asked that the 49er be on an upcoming agenda. City Manager Begbie stated that the City has met with the 49er and will bring a letter with options discussed to the council at the next meeting.

Council Member Dill mentioned the successful Purple Heart Ceremony on August 7th. She had the two awards presented by Senator Alvarado-Gil and Assemblywoman Hadwick offices. She also stated she met with Kayla Dayle and Chief Withrow from AFDPD regarding the Fire Protection Authority to get up to speed if she needs to step in for Mayor Nunn to attend a meeting.

Council Member Bottomley stated that the fair was great and she attended the derby for the first time. She also stated that the Purple Heart Ceremony was great. Council Member Bottomley said she attended an ACTC meeting and the committee approved to use a part of the five-mile stretch of Old Sacramento Road to be a part of their pilot program which trains workers to do overlay and roadwork. Legal counsel for the ACTC will draw up a cooperative agreement between ACTC and the City before this happens.

Vice Mayor Hornisch asked about vendor parking for Farmer's Market. He wants to make sure that the vendors use that parking area and not take up other spaces.

Mayor Nunn attended an AFPA meeting. They voted on funds allocation. He also asked if the City has ordered Christmas decorations and if the City has picked a place for a Christmas tree. Mayor Nunn wants commercial grade lights. City Manager Begbie asked how much the City could use. Mayor Nunn could not remember if they'd decided on an amount. City Manager Begbie stated he would bring this item back at the next meeting so the City knows how much they can spend on this request.

10. CLOSED SESSION:

ADJOURNMENT INTO CLOSED SESSION AT 9:22PM

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

Agency Negotiators: Cameron Begbie, City Manager and Andreas Booher, City Attorney

Negotiating Parties: Sutter Home Winery

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

11. ADJOURNMENT AT 9:31PM WITH NO REPORTABLE ACTION

Respectfully submitted at Plymouth, California

//s//

Victoria McHenry City Clerk

5.3



CITY COUNCIL AGENDA ITEM NO. 5.3
08/27/2026

SUBJECT: **ADOPTING RESOLUTION 2026-17 A CONFLICT-OF-INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager

TITLE

ADOPTING RESOLUTION 2026-17 A CONFLICT-OF-INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

BACKGROUND

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a Conflict-of-Interest Code. The Act further requires that agencies regularly review and update their Codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City's code-reviewing body. As the code-reviewing body, the City Council directed that the Code be reviewed as required under the Act. During this review, staff found that amendments to the Code are necessary.

The Act further requires that agencies regularly review and update their Codes as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5).

Review shows that the City needs to formally adopt the Standard Conflict of Interest Code provided by the Fair Political Practices Commission (FPPC) which incorporates 2 Cal. Code of Regs. Section 18730 by reference as the provisions of the Code, declares officials that manage the investment of public funds, lists all positions required to be designated in the Code, including Consultants and New Positions, and establishes a list of disclosure categories for assignment to designated positions and consultants based on the duties of each position.

ENVIRONMENTAL DETERMINATION

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

FISCAL IMPACT

None



CITY COUNCIL AGENDA ITEM NO. 5.3
08/27/2026

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2026-17 adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

ATTACHMENT(S)

1. Proposed Amended Conflict of Interest Code
2. Resolution 2026-17
3. Notice

CONFLICT OF INTEREST CODE OF THE CITY OF PLYMOUTH

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Plymouth (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF PLYMOUTH

PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITION'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Building Official	2, 3, 5, 6
City Attorney (not filing under GC § 87200)	1, 2
City Clerk	5
City Engineer	2, 3, 5
City Grants Administrator	5, 7
Community Development Director	2, 3, 5
Finance Director	1, 2
Public Works Director	2, 3, 5, 6
Public Works Supervisor	2, 3, 5, 6
Planning Director	2, 3, 5

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.³ Such economic interests are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the City.

Category 5: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the designated position's department, unit or division.

Category 6: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

Category 7: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), or income from a nonprofit or other organization. If the source is of the type to receive grants or other monies from or through the City of its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Amend 2 Cal. Code Regs., Section 18730 to read:

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

1 (3) Section 3. Disclosure Categories.

2 This code does not establish any disclosure obligation for those designated employees
3 who are also specified in Section 87200 if they are designated in this code in that same capacity
4 or if the geographical jurisdiction of this agency is the same as or is wholly included within the
5 jurisdiction in which those persons must report their economic interests pursuant to article 2 of
6 chapter 7 of the Political Reform Act, Sections 87200, et seq.

7 In addition, this code does not establish any disclosure obligation for any designated employees
8 who are designated in a conflict of interest code for another agency, if all of the following apply:

9 (A) The geographical jurisdiction of this agency is the same as or is wholly included
10 within the jurisdiction of the other agency;

11 (B) The disclosure assigned in the code of the other agency is the same as that required
12 under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

13 (C) The filing officer is the same for both agencies.

14 Such persons are covered by this code for disqualification purposes only. With respect to
15 all other designated employees, the disclosure categories set forth in the Appendix specify which
16 kinds of economic interests are reportable. Such a designated employee shall disclose in the
17 employee's statement of economic interests those economic interests the employee has which are
18 of the kind described in the disclosure categories to which the employee is assigned in the
19 Appendix. It has been determined that the economic interests set forth in a designated employee's
20 disclosure categories are the kinds of economic interests which the employee foreseeably can
21 affect materially through the conduct of the employee's office.

22 (4) Section 4. Statements of Economic Interests: Place of Filing.

1 The code reviewing body shall instruct all designated employees within its code to file
2 statements of economic interests with the agency or with the code reviewing body, as provided
3 by the code reviewing body in the agency's conflict of interest code.

4 (5) Section 5. Statements of Economic Interests: Time of Filing.

5 (A) Initial Statements. All designated employees employed by the agency on the effective
6 date of this code, as originally adopted, promulgated and approved by the code reviewing body,
7 shall file statements within 30 days after the effective date of this code. Thereafter, each person
8 already in a position when it is designated by an amendment to this code shall file an initial
9 statement within 30 days after the effective date of the amendment.

10 (B) Assuming Office Statements. All persons assuming designated positions after the
11 effective date of this code shall file statements within 30 days after assuming the designated
12 positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

13 (C) Annual Statements. All designated employees shall file statements no later than April
14 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the
15 deadline for the annual statement of economic interests is 30 days following the person's return
16 to office, provided the person, or someone authorized to represent the person's interests, notifies
17 the filing officer in writing prior to the applicable filing deadline that the person is subject to that
18 federal statute and is unable to meet the applicable deadline, and provides the filing officer
19 verification of the person's military status.

20 (D) Leaving Office Statements. All persons who leave designated positions shall file
21 statements within 30 days after leaving office.

22 (5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

1 Any person who resigns within 12 months of initial appointment, or within 30 days of the
2 date of notice provided by the filing officer to file an assuming office statement, is not deemed to
3 have assumed office or left office, provided the person did not make or participate in the making
4 of, or use the person's position to influence any decision and did not receive or become entitled
5 to receive any form of payment as a result of the person's appointment. Such persons shall not
6 file either an assuming or leaving office statement.

7 (A) Any person who resigns a position within 30 days of the date of a notice from the
8 filing officer shall do both of the following:

9 (1) File a written resignation with the appointing power; and

10 (2) File a written statement with the filing officer declaring under penalty of perjury that
11 during the period between appointment and resignation the person did not make, participate in
12 the making, or use the position to influence any decision of the agency or receive, or become
13 entitled to receive, any form of payment by virtue of being appointed to the position.

14 (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

15 (A) Contents of Initial Statements.

16 Initial statements shall disclose any reportable investments, interests in real property and
17 business positions held on the effective date of the code and income received during the 12
18 months prior to the effective date of the code.

19 (B) Contents of Assuming Office Statements.

20 Assuming office statements shall disclose any reportable investments, interests in real
21 property and business positions held on the date of assuming office or, if subject to State Senate
22 confirmation or appointment, on the date of nomination, and income received during the 12

1 months prior to the date of assuming office or the date of being appointed or nominated,
2 respectively.

3 (C) Contents of Annual Statements. Annual statements shall disclose any reportable
4 investments, interests in real property, income and business positions held or received during the
5 previous calendar year provided, however, that the period covered by an employee's first annual
6 statement shall begin on the effective date of the code or the date of assuming office whichever is
7 later, or for a board or commission member subject to Section 87302.6, the day after the closing
8 date of the most recent statement filed by the member pursuant to Regulation 18754.

9 (D) Contents of Leaving Office Statements.

10 Leaving office statements shall disclose reportable investments, interests in real property,
11 income and business positions held or received during the period between the closing date of the
12 last statement filed and the date of leaving office.

13 (7) Section 7. Manner of Reporting.

14 Statements of economic interests shall be made on forms prescribed by the Fair Political
15 Practices Commission and supplied by the agency, and shall contain the following information:

16 (A) Investment and Real Property Disclosure.

17 When an investment or an interest in real property is required to be reported, the statement shall
18 contain the following:

19 1. A statement of the nature of the investment or interest;

20 2. The name of the business entity in which each investment is held, and a general
21 description of the business activity in which the business entity is engaged;

22 3. The address or other precise location of the real property;

1 4. A statement whether the fair market value of the investment or interest in real property
2 equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

3 (B) Personal Income Disclosure. When personal income is required to be reported, the
4 statement shall contain:

5 1. The name and address of each source of income aggregating \$500 or more in value, or
6 \$50 or more in value if the income was a gift, and a general description of the business activity,
7 if any, of each source;

8 2. A statement whether the aggregate value of income from each source, or in the case of
9 a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater
10 than \$10,000, or greater than \$100,000;

11 3. A description of the consideration, if any, for which the income was received;

12 4. In the case of a gift, the name, address and business activity of the donor and any
13 intermediary through which the gift was made; a description of the gift; the amount or value of
14 the gift; and the date on which the gift was received;

15 5. In the case of a loan, the annual interest rate and the security, if any, given for the loan
16 and the term of the loan.

17 (C) Business Entity Income Disclosure. When income of a business entity, including
18 income of a sole proprietorship, is required to be reported, the statement shall contain:

19 1. The name, address, and a general description of the business activity of the business
20 entity;

21 2. The name of every person from whom the business entity received payments if the
22 filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

1 (D) Business Position Disclosure. When business positions are required to be reported, a
2 designated employee shall list the name and address of each business entity in which the
3 employee is a director, officer, partner, trustee, employee, or in which the employee holds any
4 position of management, a description of the business activity in which the business entity is
5 engaged, and the designated employee's position with the business entity.

6 (E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving
7 office statement, if an investment or an interest in real property was partially or wholly acquired
8 or disposed of during the period covered by the statement, the statement shall contain the date of
9 acquisition or disposal.

10 (8) Section 8. Prohibition on Receipt of Honoraria.

11 (A) No member of a state board or commission, and no designated employee of a state or
12 local government agency, shall accept any honorarium from any source, if the member or
13 employee would be required to report the receipt of income or gifts from that source on the
14 member's or employee's statement of economic interests.

15 (B) This section shall not apply to any part-time member of the governing board of any
16 public institution of higher education, unless the member is also an elected official.

17 (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this
18 section.

19 (D) This section shall not limit or prohibit payments, advances, or reimbursements for
20 travel and related lodging and subsistence authorized by Section 89506.

21 (8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of ~~\$590~~ \$630.

22 (A) No member of a state board or commission, and no designated employee of a state or
23 local government agency, shall accept gifts with a total value of more than ~~\$590~~ \$630 in a

1 calendar year from any single source, if the member or employee would be required to report the
2 receipt of income or gifts from that source on the member's or employee's statement of economic
3 interests.

4 (B) This section shall not apply to any part-time member of the governing board of any
5 public institution of higher education, unless the member is also an elected official.

6 (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this
7 section.

8 (8.2) Section 8.2. Loans to Public Officials.

9 (A) No elected officer of a state or local government agency shall, from the date of the
10 election to office through the date that the officer vacates office, receive a personal loan from any
11 officer, employee, member, or consultant of the state or local government agency in which the
12 elected officer holds office or over which the elected officer's agency has direction and control.

13 (B) No public official who is exempt from the state civil service system pursuant to
14 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
15 he or she holds office, receive a personal loan from any officer, employee, member, or consultant
16 of the state or local government agency in which the public official holds office or over which
17 the public official's agency has direction and control. This subdivision shall not apply to loans
18 made to a public official whose duties are solely secretarial, clerical, or manual.

19 (C) No elected officer of a state or local government agency shall, from the date of the
20 election to office through the date that the officer vacates office, receive a personal loan from any
21 person who has a contract with the state or local government agency to which that elected officer
22 has been elected or over which that elected officer's agency has direction and control. This
23 subdivision shall not apply to loans made by banks or other financial institutions or to any

1 indebtedness created as part of a retail installment or credit card transaction, if the loan is made
2 or the indebtedness created in the lender's regular course of business on terms available to
3 members of the public without regard to the elected officer's official status.

4 (D) No public official who is exempt from the state civil service system pursuant to
5 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
6 the official holds office, receive a personal loan from any person who has a contract with the
7 state or local government agency to which that elected officer has been elected or over which
8 that elected officer's agency has direction and control. This subdivision shall not apply to loans
9 made by banks or other financial institutions or to any indebtedness created as part of a retail
10 installment or credit card transaction, if the loan is made or the indebtedness created in the
11 lender's regular course of business on terms available to members of the public without regard to
12 the elected officer's official status. This subdivision shall not apply to loans made to a public
13 official whose duties are solely secretarial, clerical, or manual.

14 (E) This section shall not apply to the following:

15 1. Loans made to the campaign committee of an elected officer or candidate for elective
16 office.

17 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild,
18 brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first
19 cousin, or the spouse of any such persons, provided that the person making the loan is not acting
20 as an agent or intermediary for any person not otherwise exempted under this section.

21 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

22 4. Loans made, or offered in writing, before January 1, 1998.

23 (8.3) Section 8.3. Loan Terms.

1 (A) Except as set forth in subdivision (B), no elected officer of a state or local
2 government agency shall, from the date of the officer's election to office through the date the
3 officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing
4 and clearly states the terms of the loan, including the parties to the loan agreement, date of the
5 loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan
6 and the amount of the payments, and the rate of interest paid on the loan.

7 (B) This section shall not apply to the following types of loans:

8 1. Loans made to the campaign committee of the elected officer.

9 2. Loans made to the elected officer by his or her spouse, child, parent, grandparent,
10 grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle,
11 or first cousin, or the spouse of any such person, provided that the person making the loan is not
12 acting as an agent or intermediary for any person not otherwise exempted under this section.

13 3. Loans made, or offered in writing, before January 1, 1998.

14 (C) Nothing in this section shall exempt any person from any other provision of Title 9 of
15 the Government Code.

16 (8.4) Section 8.4. Personal Loans.

17 (A) Except as set forth in subdivision (B), a personal loan received by any designated
18 employee shall become a gift to the designated employee for the purposes of this section in the
19 following circumstances:

20 1. If the loan has a defined date or dates for repayment, when the statute of limitations for
21 filing an action for default has expired.

22 2. If the loan has no defined date or dates for repayment, when one year has elapsed from
23 the later of the following:

1 a. The date the loan was made.

2 b. The date the last payment of \$100 or more was made on the loan.

3 c. The date upon which the debtor has made payments on the loan aggregating to less
4 than \$250 during the previous 12 months.

5 (B) This section shall not apply to the following types of loans:

6 1. A loan made to the campaign committee of an elected officer or a candidate for elective
7 office.

8 2. A loan that would otherwise not be a gift as defined in this title.

9 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which
10 the creditor has taken reasonable action to collect the balance due.

11 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which
12 the creditor, based on reasonable business considerations, has not undertaken collection action.
13 Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this
14 paragraph has the burden of proving that the decision for not taking collection action was based
15 on reasonable business considerations.

16 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately
17 discharged in bankruptcy.

18 (C) Nothing in this section shall exempt any person from any other provisions of Title 9
19 of the Government Code.

20 (9) Section 9. Disqualification.

21 No designated employee shall make, participate in making, or in any way attempt to use
22 the employee's official position to influence the making of any governmental decision which the
23 employee knows or has reason to know will have a reasonably foreseeable material financial

1 effect, distinguishable from its effect on the public generally, on the official or a member of the
2 official's immediate family or on:

3 (A) Any business entity in which the designated employee has a direct or indirect
4 investment worth \$2,000 or more;

5 (B) Any real property in which the designated employee has a direct or indirect interest
6 worth \$2,000 or more;

7 (C) Any source of income, other than gifts and other than loans by a commercial lending
8 institution in the regular course of business on terms available to the public without regard to
9 official status, aggregating \$500 or more in value provided to, received by or promised to the
10 designated employee within 12 months prior to the time when the decision is made;

11 (D) Any business entity in which the designated employee is a director, officer, partner,
12 trustee, employee, or holds any position of management; or

13 (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating
14 ~~\$590~~ \$630 or more provided to, received by, or promised to the designated employee within 12
15 months prior to the time when the decision is made.

16 (9.3) Section 9.3. Legally Required Participation.

17 No designated employee shall be prevented from making or participating in the making
18 of any decision to the extent the employee's participation is legally required for the decision to be
19 made. The fact that the vote of a designated employee who is on a voting body is needed to break
20 a tie does not make the employees' participation legally required for purposes of this section.

21 (9.5) Section 9.5. Disqualification of State Officers and Employees.

22 In addition to the general disqualification provisions of section 9, no state administrative
23 official shall make, participate in making, or use the official's position to influence any

1 governmental decision directly relating to any contract where the state administrative official
2 knows or has reason to know that any party to the contract is a person with whom the state
3 administrative official, or any member of the official's immediate family has, within 12 months
4 prior to the time when the official action is to be taken:

5 (A) Engaged in a business transaction or transactions on terms not available to members
6 of the public, regarding any investment or interest in real property; or

7 (B) Engaged in a business transaction or transactions on terms not available to members
8 of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

9 (10) Section 10. Disclosure of Disqualifying Interest.

10 When a designated employee determines that the employee should not make a governmental
11 decision because the employee has a disqualifying interest in it, the determination not to act may
12 be accompanied by disclosure of the disqualifying interest.

13 (11) Section 11. Assistance of the Commission and Counsel.

14 Any designated employee who is unsure of the duties under this code may request assistance
15 from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329
16 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section
17 requires the attorney for the agency to issue any formal or informal opinion.

18 (12) Section 12. Violations.

19 This code has the force and effect of law. Designated employees violating any provision
20 of this code are subject to the administrative, criminal and civil sanctions provided in the
21 Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a
22 violation of the disqualification provisions of this code or of Section 87100 or 87450 has
23 occurred may be set aside as void pursuant to Section 91003.

1 Designated employees who are required to file statements of economic interests under any other
2 agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their
3 statement of economic interests to cover reportable interests in both jurisdictions, and file copies
4 of this expanded statement with both entities in lieu of filing separate and distinct statements,
5 provided that each copy of such expanded statement filed in place of an original is signed and
6 verified by the designated employee as if it were an original. See Section 81004.

7 See Section 81010 and Regulation 18115 for the duties of filing officers and persons in
8 agencies who make and retain copies of statements and forward the originals to the filing officer.
9 For the purpose of disclosure only (not disqualification), an interest in real property does not
10 include the principal residence of the filer.

11 Investments and interests in real property which have a fair market value of less than
12 \$2,000 are not investments and interests in real property within the meaning of the Political
13 Reform Act. However, investments or interests in real property of an individual include those
14 held by the individual's spouse and dependent children as well as a pro rata share of any
15 investment or interest in real property of any business entity or trust in which the individual,
16 spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10
17 percent or greater.

18 A designated employee's income includes the employee's community property interest in
19 the income of the employee's spouse but does not include salary or reimbursement for expenses
20 received from a state, local or federal government agency.

21 Income of a business entity is reportable if the direct, indirect or beneficial interest of the
22 filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In

1 addition, the disclosure of persons who are clients or customers of a business entity is required
2 only if the clients or customers are within one of the disclosure categories of the filer.
3 Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-
4 87302, 89501, 89502 and 89503, Government Code.

RESOLUTION NO. 2026-17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH, CALIFORNIA ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Plymouth (the “City”) and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of Plymouth, of the proposed Code was provided each affected designated employee and publicly posted for review at the offices of the City; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on August 27, 2026, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Plymouth that:

SECTION 1. The City Council does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours; and

SECTION 2. The said amended Conflict of Interest Code shall become effective immediately after the date of its adoption and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of
Plymouth at a regular meeting held this 27th day of August, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DON NUNN, MAYOR

ATTEST:

VICTORIA MCHENRY, CITY CLERK

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE CITY OF PLYMOUTH

NOTICE IS HEREBY GIVEN that the City of Plymouth intends to amend its Conflict of Interest Code (the "Code") pursuant to Government Code section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the City's Code. The City's proposed amendment shows that the City needs to formally adopt the Standard Conflict of Interest Code provided by the Fair Political Practices Commission (FPPC) which incorporates 2 California Code of Regulations Section 18730 by reference as the provisions of the Code, declares officials that manage the investment of public funds, lists all positions required to be designated in the Code, including Consultants and New Positions, and establishes a list of disclosure categories for assignment to designated positions and consultants based on the duties of each position.

The proposed amended Code will be considered by the City Council on August 27, 2026, at 6:30 p.m. at the City of Plymouth, 9426 Main Street, Plymouth, California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amended Code. Alternatively, remote/electronic public participation is available in one of the following ways:

City of Plymouth's City Council Zoom Meeting

Meeting ID: 973 5171 5820 Passcode: 545815

Join via link: <https://zoom.us/j/97351715820?pwd=IwOGWag3RdbtrhjNWe2ceTqbHlezVQ.1>

Any comments or inquiries should be directed to the attention of Victoria McHenry, City Clerk, City of Plymouth, 9426 Main Street, Plymouth, CA 95669; vmchenry@cityofplymouth.org. Written comments must be submitted no later August 27, 2026, at 3:30 p.m.

The proposed amended Code may be reviewed at, and copies obtained from, the office of the City Clerk.

6.1

PUBLIC HEARINGS

7.1



CITY COUNCIL AGENDA ITEM NO. 7.1

08/27/2026

TITLE: Adopt Resolution 2026-16 Adopting the Revised Annual Proposed Budget and Fund Balance for Fiscal Year 2026-27

DEPARTMENT: City Manager's Office

STAFF: Andy Heath, Finance Director

BACKGROUND

On May 18, 2026, staff presented an FY 2026-27 Preliminary Budget Workshop to the City Council which set the framework for presentation of the FY 2026-27 Proposed Budget presented herein.

As a means to provide the City of Plymouth with a spending plan for Fiscal Year 2026-27, staff has prepared the Proposed Budget for Fiscal Year 2026-27 for all citywide funds. Staff has performed a comprehensive review and update of all citywide budgeted funds and financial reporting systems – reconciling fiscal activity expected through June 2026 while focusing on the City's revenue streams and expenditure levels necessary to deliver a required level of services to the community. The budget for the General Fund, the City's main operating fund, contained herein is presented as a balanced budget.

DISCUSSION:

Citywide Budget

Total appropriations recommended in the Citywide Fiscal Year 2026-27 Proposed Budget are \$3,927,389. Of this amount, the City's largest fund – the General Fund – has appropriations totaling \$1,334,588, or 34% of the total budget. The City's Enterprise Funds, made up of Water and Wastewater, have total appropriations of \$1,661,674 (42%) combined; while the balance of the City's budget (in Special Revenue Funds) has appropriations totaling \$931,127, or 24% of the recommended budget.



CITY COUNCIL AGENDA ITEM NO. 7.1

08/27/2026

FY 2026-27 PROPOSED BUDGET				
FUND (TYPE)	BEGINNING FUND BALANCE	REVENUES	EXPENDITURES (APPROPRIATIONS)	ENDING FUND BALANCE
General Fund	\$ 1,730,771	\$ 1,334,588	\$ 1,334,588	\$ 1,730,771
Enterprise Funds	1,539,337	1,701,678	1,661,674	1,579,341
Special Revenue Funds	1,276,683	376,464	727,541	925,606
SR - Impact Fee Funds	1,313,360	39,625	-	1,352,985
SR - Capital Projects Funds	(823,983)	27,386	27,386	(823,983)
Community Facility District Funds	522,055	212,392	176,200	558,247
Total Citywide Budget:	\$ 5,558,223	\$ 3,692,133	\$ 3,927,389	\$ 5,322,967

Preparation of the FY 2026-27 Proposed Budget considered economic impacts related to continued inflationary pressure on energy, insurance and everyday citywide costs; while mitigating impacts due to ongoing revenue generation volatility - especially for Transient Occupancy Tax in the General Fund. Given the volatility of the expenditure elements and the economic forces directly impacting revenues, staff will work to periodically present updates to this budget after its expected final adoption in August 2026.

Citywide Capital Budget

Total FY 2026-27 Proposed appropriations of \$3,927,389 include \$150,000 in capital expenditures. Capital expenditures are expected to be incurred as funds become available to undertake certain projects for a variety of Citywide services including enterprise operations, transportation, parks, and equipment. The table below shows capital projects / outlay included in the FY 2026-27 Proposed Budget:

CITYWIDE CAPITAL PROJECTS / OUTLAY		
Old Sacramento St. Rehab	\$150,000	(New Project)



CITY COUNCIL AGENDA ITEM NO. 7.1

08/27/2026

Formal operating budgets have been prepared and updated / revised for all City funds – including providing estimates for beginning and ending fund balances (working capital). Budget schedules by individual line item are presented for each fund and continue to include *estimated* fiscal activity likely to transpire for unaudited fiscal years the previous four fiscal years (FY 2022-23 - FY 2025-26). A brief overview of the City’s main operating funds as well as comprehensive updates to citywide fund groups calling out pertinent information are briefly discussed below and will form the basis for a presentation to the City Council during the August 27, 2026, City Council Meeting.

General Fund Budget

The General Fund is the main operating fund of the City. Expenditures in the General Fund encompass legislative, administrative, community development, public works, parks and recreation, and public safety costs. All approved discretionary programs and costs which cannot be funded using other funding sources are typically funded by the General Fund.

FY 2026-27 General Fund Proposed Budget:

	Revenues	Expenditures
FY 2025-26 Estimated	\$ 1,321,425	\$ 1,665,203
FY 2026-27 Proposed Budget	\$ 1,334,588	\$ 1,334,588

The FY 2026-27 General Fund Proposed Budget reflects anticipated revenues and expenditures of \$1,334,588. The General Fund Final Budget is presented as a balanced budget. Specific revenue and expenditure impacts to the City’s Final General Fund for FY 2026-27 are noted below.

FY 2026-27 budgeted revenue of \$1,334,588 reflects an approximate \$13,000 increase from revenues anticipated to be collected in FY 2025-26, primarily due to:

- Anticipated ~ 2.5% increase in Property Taxes consistent with current housing market activity and increase in State CPI;
- Anticipated ~ 3.0% increase in Sales Taxes consistent with staff expectations given the current state of the local economy and collections that materialized in FY 2025-26;



CITY COUNCIL AGENDA ITEM NO. 7.1

08/27/2026

- Static collections of Transient Occupancy Taxes based on collections expected for FY 2025-26 and the continued normalization of collections given the current mix of establishments that pay TOT (note: TOT collections are expected to continue to be lower than in years past (FY 2024-25 and prior) due to removal of Shenandoah Inn and continued lower collections from 49er Village Trailer Park);
- Collections of building and development-related revenues budgeted essentially at levels expected in FY 2025-26; and
- A nominal reimbursement (\$11,000) from the Zinfandel Ridge Community Facilities District (District) based on administrative oversight and potential reimbursements for Public Works activities within the Zinfandel Ridge footprint;

FY 2025-26 budgeted expenditures of \$1,334,588 reflect an approximate \$331,000 decrease from expenditures anticipated to be incurred in FY 2025-26, primarily due to:

- The re-classification of 1.0 FTE Lead Maintenance Worker to a Maintenance Worker I, offset by an increase in the salary for the Accountant position;
- A \$247,000 decrease in the Administration Department related to lower salary and benefits costs for the City Manager position and a significant reduction in legal fees budgeted for FY 2026-27 (\$85,000 budgeted in FY 2026-27 vs. \$260,000 expected to be incurred in FY 2025-26);
- A \$91,000 reduction in the Public Works (Public Services) Department related to lower salary and benefits costs for staffing allocated to this department; and lower Equipment Maintenance & Repair anticipated costs;
- A \$10,000 reduction in Building Regulation and Planning (combined departments) related to lower anticipated staff and contractual costs; and
- Nominal increases / decreases to department base budgets were required to adjust budgeted amounts consistent with prior year activity.

It should be mentioned that the budget proposed for the General Fund represents a **very "basic" budget** – focusing on continued cost containment and efficient delivery of City services and programs. There are essentially no one-time expenditures built into the General Fund Proposed Budget.



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Based on the information noted above, the recommended Final General Fund Budget is balanced. Total General Fund reserves are anticipated to be approximately \$1.73 million at the end of FY 2026-27. Projected reserve levels as of June 30, 2027, are expected to include:

- **\$ 1,730,771** **Undesignated Reserves**

- **\$ 1,730,771** **Total General Fund Reserves**

As part of the Fy 2026-27 Budget discussion, staff will be recommending that a portion of the reserves noted above be used to settle negative balances in certain capital projects funds (to be discussed later in this report) that exist in three other funds – notably:

- General Plan Update Fund (Fund 25) – (\$269,157)
- Safe Routes to School Project Fund (Fund 34) – (\$481,797)
- Shenandoah Fiddletown Road Fund (Fund 31) – (\$87,570)

These three funds have not had any considerable fiscal activity for multiple years and were likely set up to account for costs incurred for certain projects, even though ultimate revenue sources did not materialize and / or are not expected at all. If the City Council approves the use of General Fund Reserves to settle these negative balances, overall General Fund Reserves will drop to \$892,247, or 66% of the expenditure base.

General Fund Multi-Year Forecast

As a means to gauge the future ability to provide a consistent level of citywide services and programs, a Multi-Year Forecast continues to be developed for the City’s General Fund – the fund where the vast majority of non-enterprise services are accounted for.

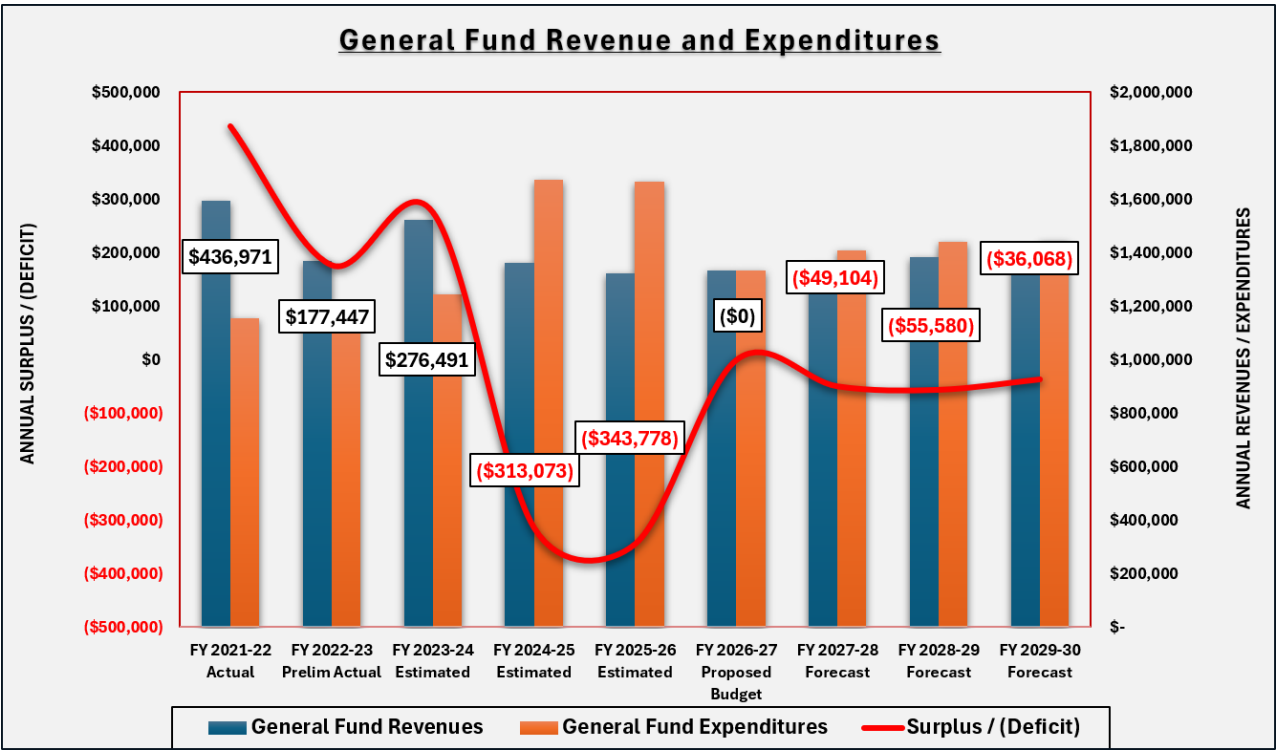
The General Fund forecast has been developed to create a forward-looking, conservative baseline budgetary outlook for the City’s General Fund and related fund balance under a given set of revenue and expenditure growth assumptions. The forecast has been built as a “base-case” model in which future years only focus on ongoing revenues and expenditures; and known one-time fiscal activity (eliminates all other one-time revenues and expenditures).



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The General Fund forecast is meant to serve as only one tool to measure fiscal sustainability into the future. The model below incorporates known cost drivers and a conservative increase in most other operating expenditures impacted by inflationary pressures. There are no labor cost increases built into the forecast (nothing is built in for the FY 2026-27 Proposed Budget either) other than the lone salary increase mentioned above. The model also assumes conservative growth in discretionary revenue sources, including property tax, sales tax, transient occupancy tax and other fees and charges. The model is developed to demonstrate the ability to sustain the FY 2025-26 Proposed Budget levels of service provided citywide.



As indicated in the model above, there is a balanced budget for the General Fund in FY 2026-27. The slight use of reserves, however, is anticipated in all future years under a given set of assumptions as noted above. The use of reserves in future years can be wholly attributed to the General Fund beginning to pay a portion of the Amador County Public Safety Contract starting in FY 2027-28 (\$111,107 - \$137,867 over a three-year period). This contract was previously paid for using only the Supplemental Law Enforcement Fund (SLESF) (Fund 11); and now is paid from the SLESF Fund and the Zinfandel Ridge CFD Fund (Fund 81).

Future forecasts are essentially impacted by the significant reduction in Transient Occupancy Tax revenues and the addition of the Public Safety Services contract costs (this cost has not previously been borne by the General Fund).



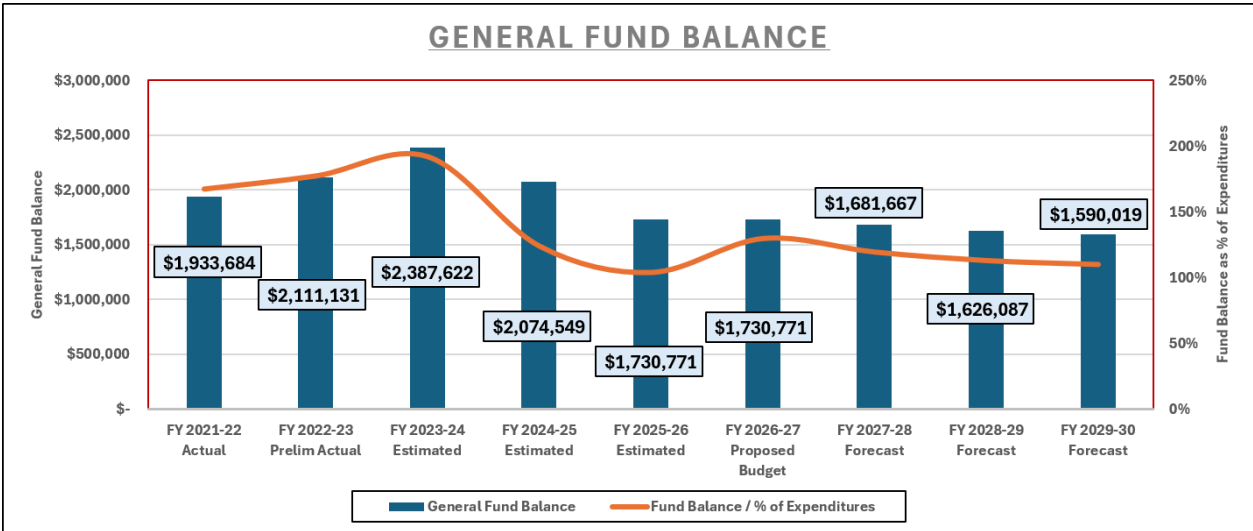
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Additionally, staff costs allocated to the General Fund have been updated to account for 6.45 total Full Time Equivalents (FTE). The staffing schema for the upcoming fiscal year is presented below:

Citywide Staffing / Funding Sources			
Position	Percentage Funded by:		
	General Fund	Water Fund	Wastewater Fund
City Manager	50%	15%	35%
Public Works Superintendent	45%	5%	50%
Maintenance Worker I (VACANT)	80%	10%	10%
Administrative Analyst / Dep City Clerk	100%	0%	0%
Administrative Analyst	100%	0%	0%
Maintenance Worker II	50%	5%	45%
Maintenance Worker II	70%	10%	20%
Account Clerk II	50%	25%	25%
Accountant	80%	10%	10%
Bldg Official - Contract (PT - 0.2 FTE)	20%	0%	0%
Total FTE (Total of 9.2 FTE)	6.45	0.80	1.95
Total Staff Cost (Fully-Loaded):	\$592,990	\$75,502	\$191,820
Total Staff Cost (Fully-Loaded):	69%	9%	22%

Forecast – General Fund Balance impacts:





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As noted above, to the extent forecasted amounts of revenues and expenditures come to fruition under a given set of assumptions, General Fund Balance (reserves) will likely be reduced by approximately \$36,000 - \$56,000 each year starting in FY 2027-28. Using reserves to balance the budget each year at this level should be mitigated as much as possible. The forecast will be discussed as part of the budget presentation to the City Council at the August 27, 2026, City Council meeting.

Enterprise Fund Budgets

Water Fund(s)

FY 2026-27 Water Fund Proposed Budget:

	Revenues	Expenditures
FY 2025-26 Estimated	\$ 918,350	\$ 944,613
FY 2026-27 Proposed Budget	\$ 898,216	\$ 1,032,266

FY 2026-27 Water Fund revenues are currently projected to be approximately \$20,000 lower than amounts anticipated to be collected during FY 2025-26, primarily due to lower penalties revenues anticipated in the coming year offset by a one-time transfer in of \$149,766 from the Community Benefit Contribution Fund (Fund 05) to pay off the Amador County Arroyo Ditch Loan. FY 2026-27 Water Fund expenditures are expected to be approximately \$88,000 higher than those expected in FY 2025-26 due to repayment of the Arroyo Ditch Loan offset by lower staff allocation costs. As has been the case over the recently completed four fiscal years, it is anticipated that the Water Fund will have \$139,050 more in expenditures than revenues collected, leading to an overall increase in the deficit fund balance (working capital) to just over \$400,000.

Anticipated revenues take into account the recent completion and implementation of a rate study which will help to assure the fiscal sustainability of the Water Enterprise.

It is anticipated that the Water Fund(s) will have (\$395,010) in Fund Balance / Working Capital at the end of FY 2026-27. Amounts expected to be available on June 30, 2027, are noted below:



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- **\$ (1,195,577) Water Impact Fees (Fund 41)**
- **15,108 Water CIP Fund (Fund 43)**
- **5,941 Water Meter Maintenance Fund (Fund 44)**
- **174,806 Arroyo Ditch Capital Improvements Fund (Fund 45)**
- **604,712 Water Operating Fund (Fund 40)**

- **\$ (395,010) Total Water Fund(s) Reserves**

Wastewater (Sewer) Fund(s)

FY 2026-27 Wastewater Fund Proposed Budget:

	Revenues	Expenditures
FY 2025-26 Estimated	\$ 753,520	\$ 710,284
FY 2026-27 Proposed Budget	\$ 803,462	\$ 629,408

FY 2026-27 Wastewater Fund revenues are currently projected to be \$50,000 higher than those anticipated to be collected during FY 2025-26, primarily due to the shared allocation of penalties expected to be collected for delinquent water and sewer bills. FY 2026-27 Wastewater Fund expenditures are recommended to be approximately \$81,000 lower than those expected to be incurred in FY 2025-26 primarily due to lower operating and staffing costs expected based on current year activity to date. It should be mentioned that \$60,000 in contractual services for Wastewater System operations and maintenance is built into the recommended budget for FY 2026-27. Like the Water Enterprise Fund, the Wastewater Fund anticipated revenues take into account the recent completion and implementation of a rate study which will help to assure the fiscal sustainability of the Wastewater Enterprise. It is anticipated that the Wastewater Fund(s) will have \$1,974,351 in Fund Balance / Working Capital at the end of FY 2026-27. Amounts expected to be available on June 30, 2027, are noted below:



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- \$ 1,011,429 Sewer Impact Fees Fund (Fund 51)
- (14,073) Sewer Planning & Feasibility Fund (Fund 52)
- (63,701) Wastewater Grants Fund (Fund 53)
- 1,040,666 Wastewater (Sewer) Operating Fund (Fund 50)

- \$ 1,974,351 Total Wastewater Fund(s) Reserves

Special Revenue Funds

Special Revenue funds are funds that account for receipts of funding from specific sources that are restricted (due to legislation or policy) to certain purposes. The City has fourteen (14) Special Revenue Funds that account for program activity revenues collected for specific purposes:

- TOT Streets & Promotions Fund
- Gas Tax/ RMRA (SB-1) Fund
- Local Transportation Commission Fund
- HOME Grant Fund
- Community Transportation Study Fund
- FEMA Grant Fund
- Redevelopment Project Grant Fund
- Community Benefit Contributions Fund
- COPS (SLESF) Fund
- Recycling Grants Fund
- CDBG Grant Fund
- Housing Rehab – Welfare to Work Fund
- CDAA Arroyo Ditch Fund
- Special Events 49er Day Fund

Selected Special Revenue funds warranting specific discussion are noted below:

TOT Streets & Promotions Fund

The Transient Occupancy Tax (TOT) Streets and Promotions Fund is a fund designated by the City Council for 50% Street-related expenditures and 50% Promotion-related expenditures. The source of funding typically comes from a 40% transfer of all current TOT revenues collected in the General Fund.

It should be mentioned that during the recently completed four fiscal years, there have not been any transfers from the General Fund into this fund. Furthermore, a transfer during FY 2026-27 is currently not budgeted – *the transfer would amount to ~ \$82,000 on a budgetary basis and cause an increased use of the same amount of General Fund Reserves to balance the General Fund Budget.*



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During FY 2026-27, the TOT Streets and Promotions Fund, \$66,000 is recommended to be available for typical expenditures for promotions support (\$60,000 towards events including July 4th, Berry Sweet Festival, Rodeo; Frankly Bluegrass, etc.); and streets-related equipment maintenance and other expenditures (\$6,600). Assuming the only revenue source of interest earnings (\$6,500) is realized, and the above referenced promotions support, and other street-related expenditures come to fruition, the TOT Streets and Promotions Fund will have \$136,835 remaining in fund balance as of June 30, 2027.

Community Benefit Contribution Fund

The Community Benefit Fund (Fund) was established with the approval of the Zinfandel Development Agreement (DA) in March of 2012. The purpose as stated in the DA was to provide an ongoing source of funds for advancing projects and programs in the City of Plymouth. It also states that the City may seek contributions to the Fund from other major developments in the City.

Money deposited in the Fund may be used for the following:

- Providing loans to development impact mitigation program funds or other funds to advance planning or construction of projects;
- Providing loans for reimbursing costs advanced for past projects (such as reimbursing the water fund for debt service on the Plymouth Pipeline Project);
- Constructing enhancement projects;
- Purchasing capital equipment to improve services to City residents.

The Community Benefit Contribution Fund is recommended to fund the payoff for the Arroyo Ditch loan from the County (see Water Enterprise Fund above) - \$149,613. Assuming this payoff occurs, the Community Benefit Contribution Fund is expected to end Fiscal Year 2026-27 with approximately \$239,612 in fund balance. The City should continue to explore additional opportunities to utilize these funds consistent with applicable uses noted above.

Gas Tax Fund

The Gas Tax Fund is a fund into which deposits of monthly receipts of State Gas Taxes and funds related to SB-1 (Road Maintenance Rehabilitation Act) are made. These funds may only be used for transportation-related purposes, which must be reported to the State each year.



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Historically, the City has used these funds for electricity costs associated with the City's streetlights and has saved the balance of funding received to be used toward larger street-related projects. The Gas Tax Fund is expected to end Fiscal Year 2026-27 with \$211,303 in fund balance which could be used towards such projects.

Supplemental Law Enforcement (COPS Grant) Fund

The State of California provides funding on an annual basis for small community public safety expenditures. The annual grant has a base of \$100,000 and grows each year based on an annual growth factor. Based on FY 2025-26 actual collections, the amount expected to be received in FY 2026-27 is \$202,000. The City has historically used these funds towards the police services contract (police and dispatch services) with the Amador County Sheriff's Office. Ultimately, these funds may only be used for public safety services (note: these funds have been used to purchase patrol vehicles and other equipment as needed).

Based on the new Public Safety Services contract between the City and the Amador County Sheriff's Office, \$292,630 is budgeted towards the new contract for FY 2026-27. Over the course of the next five years (the term of the new contract) the annual allotment of funding and remaining reserves in the COPS Grant Fund will be used to fund a portion of the contract. It is anticipated that the COPS Grant Fund will have \$158,526 remaining as of June 30, 2027.

Funds with Negative Fund Balances

There is currently one Special Revenue funds that are expected to have a negative fund balance at the end of FY 2026-27:

- Community Transportation Study Fund – (\$104,130)

Over the course of the upcoming fiscal year, staff will research historical fiscal activity for this fund to determine the nature of the deficit fund balance and whether future funding sources are expected and/or existing funding sources may be required to offset the negative balances.



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Special Revenue Funds – Impact Fees

There are five (5) Special Revenue Funds that account for funding received for Development Impact and Mitigation purposes. These funds consist of the following:

- General & Administrative Impact Fee
- Streets Impact Fee
- Fire Impact Fee
- Police Impact Fee
- AB-1600 Impact Fee

Sources of funding to these funds include collections of fees related to new development which can only be used consistent with AB-1600 development purposes for needs identified in a Development Impact Report.

For FY 2026-27, staff is not recommending use of any of the Impact Fees currently being held. Revenues budgeted in these funds only represent expected interest earnings over the course of the fiscal year. Anticipated balances on June 30, 2027, are as follows:

- General & Administrative Impact Fee - \$519,420
- Streets Impact Fee - \$539,971
- Fire Impact Fee - \$286,095
- Police Impact Fee - \$30,170
- AB-1600 Impact Fee – (\$22,671) *note: will research this negative balance*

Capital Projects Funds

There are six (6) Capital Projects Funds that account for current and prior capital projects undertaken by the City. These funds consist of the following:

- General Plan Update
- Miwok Indian Project
- Safe Routes to School Project
- Shenandoah Fiddletown Road Project
- State Route 49 / Main St.
- Lodge Hill Capital Project

During FY 2026-27, none of the capital projects funds have any budgeted activity as all projects have already been or are likely to be completed by the end of FY 2025-26. Although the Miwok Indian Project Fund (which accounts for project costs associated with the proposed casino) may have future fiscal activity, anything expended towards this project is expected to be fully reimbursed.

Three of these funds currently have negative fund balances which are likely to have no pending reimbursements from any designated funding sources. Funds with negative fund balances include:



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- General Plan Update – (\$269,157)
- Shenandoah Fiddletown Road Project – (\$87,570)
- Safe Routes to School Project – (\$481,797)

These funds will likely be paid off and eliminated using General Fund Reserves given they have not had any considerable fiscal activity for multiple years and were likely set up to account for costs incurred for certain projects, even though ultimate revenue sources did not materialize or are not expected at all. As previously mentioned, if General Fund Reserves are used to settle negative balances in these funds, the General Fund Reserve will drop to \$892,247.

Community Facilities District Funds

The City established the Community Facilities District (CFD) No. 2016-1 (Zinfandel Services District) in 2016 to finance:

- Facilities Maintenance – Ongoing maintenance and operation of public roads and streets, bike lanes, parking bays, bridges/culverts, traffic signs, landscaping, striping and legends, streetlights' frontage improvements, drainage facilities, public trails' boundary fencing and neighborhood parks and open space.
- Public Safety – Law Enforcement and Fire Services

Each of these activities is tracked in a separate fund.

The Facilities Maintenance Fund (Fund 80 – Operating Fund) is expected to generate \$132,604 in Special Assessment Charges and \$4,000 in interest during FY 2026-27. It should be mentioned that the annual CFD Report has not yet been completed. Once this report is completed, the Special Assessment Charge may be different than the amount indicated above. The Special Assessment charge increases from year-to-year based on an assumed CPI-based growth which is typically applied each year. The expenditure budget recommended for the Facilities Maintenance Fund is \$96,200 and includes recurring expenditures associated with ongoing maintenance with the District.

It is anticipated that the Facilities Maintenance Fund will have approximately \$325,924 remaining in fund balance at the end of the fiscal year to use for future District expenditures.



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The Public Safety Fund (Fund 81 – Public Safety) is expected to generate \$69,288 in Special Assessment Charges and \$6,500 in interest during FY 2026-27. The base budget recommended for the Public Safety Fund is \$80,000 which will go towards the City's expenditures incurred for Police and Fire Protection services. It is important to note that before FY 2024-25, the Public Safety Fund for Zinfandel Ridge was not charged for any public safety costs. To this end, a portion of the fund's reserves will continue to be used towards public safety costs (police and fire). For FY 2026-27, a total of \$80,000 will be allocated towards current year public safety costs.

It is anticipated that the Public Safety Fund will have approximately \$232,323 remaining in fund balance at the end of the fiscal year to use for prior and future District public safety expenditures.

ENVIRONMENTAL DETERMINATION

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

FISCAL IMPACT

Appropriations recommended for the revised budgets for all funds discussed herein are balanced with anticipated revenues and use of fund balances / reserves as required.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 2026-16 approving the Fiscal Year 2026-27 Revised Proposed Budget.

ATTACHMENT(S)

1. Proposed Budget
2. Resolution 2026-16

CITY OF PLYMOUTH

FISCAL YEAR 2026-27 PROPOSED BUDGET SCHEDULES



August 27, 2026

City of Plymouth
Budgeted Revenues / Expenditures / Fund Balance
Fiscal Year 2026-27 Proposed Budget

	EST. BEGINNING FUND BALANCE July 1, 2026	FY 2026-27 PROPOSED BUDGET REVENUES	EXPENDITURES	EST. ENDING FUND BALANCE June 30, 2027	Excess / (Deficit) of Revenues over Expenses	Capital Appropriations
General Fund	\$ 1,730,771	\$ 1,334,588	\$ 1,334,588	\$ 1,730,771	\$ -	\$ -
Enterprise Funds						
40 / 41 / 43 / 44 / 45 - Water	\$ (260,960)	\$ 898,216	\$ 1,032,266	\$ (395,010)	\$ (134,050)	\$ -
50 / 51 / 52 / 53 - Sewer (Wastewater)	1,800,297	803,462	629,408	1,974,351	174,054	-
Special Revenue Funds						
02 - TOT Streets & Promotions	\$ 196,335	\$ 6,500	\$ 66,000	\$ 136,835	\$ (59,500)	\$ -
05 - Community Benefit Contribution	381,225	8,000	149,613	239,612	(141,613)	-
10 - Gas Tax / RMRA (SB-1)	297,565	78,738	165,000	211,303	(86,262)	150,000
11 - Supp. Law Enforcement (SLESF-COPS)	249,156	202,000	292,630	158,526	(90,630)	-
13 - Local Transportation Commission	53,085	1,500	-	54,585	1,500	-
61 - Recycling Grant	(598)	5,000	-	4,402	5,000	-
62 - HOME Grant	40,582	1,100	-	41,682	1,100	-
63 - CDBG Grant	(12,728)	12,728	-	-	12,728	-
64 - Community Transportation Study	(104,130)	-	-	(104,130)	-	-
65 - Housing Rehab - Welfare-to-Work	150,555	4,500	-	155,055	4,500	-
66 - FEMA Grant	(54,298)	54,298	-	-	54,298	-
67 - CDAA Arroyo Ditch	71,878	2,100	54,298	19,680	(52,198)	-
68 - Redevelopment Project	-	-	-	-	-	-
82 - Special Events - 49er Day	8,056	-	-	8,056	-	-
Special Revenue Funds - Impact Fees						
20 - General & Administrative Impact Fee	\$ 504,420	\$ 15,000	\$ -	\$ 519,420	\$ 15,000	\$ -
21 - Streets Impact Fee	524,471	15,500	-	539,971	15,500	-
22 - Fire Impact Fee	277,795	8,300	-	286,095	8,300	-
23 - Police Impact Fee	29,345	825	-	30,170	825	-
24 - AB-1600 Impact Fee	(22,671)	-	-	(22,671)	-	-

City of Plymouth
Budgeted Revenues / Expenditures / Fund Balance
Fiscal Year 2026-27 Proposed Budget

	EST. BEGINNING FUND BALANCE July 1, 2026	FY 2026-27 PROPOSED BUDGET REVENUES	EXPENDITURES	EST. ENDING FUND BALANCE June 30, 2027	Excess / (Deficit) of Revenues over Expenses	Capital Appropriations
Capital Projects Funds						
25 - General Plan Update	\$ (269,157)	\$ -	\$ -	(269,157)	\$ -	-
31 - Shennandoah Fiddletown Road	(87,570)	-	-	(87,570)	-	-
32 - State Route 49 / Main St Intersection	27,386	-	27,386	-	(27,386)	-
33 - Miwok Indian Project	-	-	-	-	-	-
34 - Safe Routes to School Project	(509,183)	27,386	-	(481,797)	27,386	-
83 - Lodge Hill Capital Project	14,541	-	-	14,541	-	-
Community Facilities District Funds						
80 - Zinfandel Ridge - Operating	\$ 285,520	\$ 136,604	\$ 96,200	\$ 325,924	\$ 40,404	-
81 - Zinfandel Ridge - Public Safety	236,535	75,788	80,000	232,323	(4,212)	-
Total Citywide Budget:	\$ 5,558,223	\$ 3,692,133	\$ 3,927,389	\$ 5,322,967	\$ (235,256)	\$ 150,000

City of Plymouth
FY 2026-27 Budget - Salaries / Benefits Costs

Name	Position	HOURLY / ANNUAL PAY		On Call	Overtime	Cont-EE	ANNUAL FICA / MEDICARE		MONTHLY HEALTH / CAF PLAN		ANNUAL		WAGES	BENEFITS
		Hourly	Annual				FICA	Medicare	457	Health	Residual Pay	HLTH / CAF PLN		
Cameron Begbie	City Manager	\$ 57.69	\$ 120,000	\$ -	\$ -	\$ -	\$ 7,440	\$ 1,740	\$ -	\$ -	\$ -	\$ -	\$ 120,000	\$ 9,180
VACANT POSITION	Maintenance Worker I	\$ 22.00	\$ 45,760	\$ -	\$ -	\$ -	\$ 3,175	\$ 742	\$ 454	\$ 597	\$ 454	\$ 18,057	\$ 45,760	\$ 21,974
VACANT - NOT FUNDED	Chief WW Plant Operator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
David Crowhurst	Public Works Superintendent	\$ 37.57	\$ 78,146	\$ 2,000	\$ 500	\$ -	\$ 5,060	\$ 1,183	\$ 81	\$ 1,343	\$ 81	\$ 18,057	\$ 80,646	\$ 24,301
Jacob Smith	Admin Analyst	\$ 28.72	\$ 59,738	\$ -	\$ -	\$ -	\$ 3,801	\$ 889	\$ -	\$ 1,244	\$ 131	\$ 16,490	\$ 59,738	\$ 21,180
Urjevich, Matthew B.	Maintenance Worker II	\$ 24.99	\$ 51,979	\$ 2,000	\$ 500	\$ -	\$ 3,715	\$ 869	\$ 454	\$ 597	\$ 454	\$ 18,057	\$ 54,479	\$ 22,641
Urjevich, Matthew S.	Maintenance Worker II	\$ 30.37	\$ 63,170	\$ 2,000	\$ 500	\$ -	\$ 4,160	\$ 973	\$ 119	\$ 1,267	\$ 119	\$ 18,057	\$ 65,670	\$ 23,190
Ricky VanDyke	Accountant	\$ 35.00	\$ 72,800	\$ -	\$ -	\$ -	\$ 5,050	\$ 1,181	\$ -	\$ 64	\$ 721	\$ 9,411	\$ 72,800	\$ 15,642
McHenry, Victoria	Administrative Analyst / City Clerk	\$ 33.92	\$ 70,554	\$ -	\$ -	\$ -	\$ 4,880	\$ 1,141	\$ 679	\$ 146	\$ 679	\$ 18,057	\$ 70,554	\$ 24,078
Pitts, Tracy	Account Clerk II	\$ 32.92	\$ 68,474	\$ -	\$ -	\$ -	\$ 4,773	\$ 1,116	\$ 710	\$ 85	\$ 710	\$ 18,057	\$ 68,474	\$ 23,947
Peabody, John (PT - Assun Building Official		\$ 88.85	\$ -	\$ -	\$ -	\$ 31,098	\$ 1,928	\$ 451	\$ -	\$ -	\$ -	\$ -	\$ 31,098	\$ 2,379
Cranford, Wendy	Council Member	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nunn, Donald	Council Member	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DILL, Deborah	Council Member	\$ 0.58	\$ 1,200	\$ -	\$ -	\$ -	\$ 74	\$ 17	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 92
Hornisch, Holger	Council Member	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bottomley, Wendy	Council Member	\$ 0.58	\$ 1,200	\$ -	\$ -	\$ -	\$ 74	\$ 17	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 92

TOTAL CITYWIDE: \$ 671,617 \$ 188,695
\$ 860,312

City of Plymouth
Labor Rate Analysis
Fully-Loaded Hourly Rate
Updated as of 5/13/26 - Updated 6/16/26 - Updated 08/04/26

COLA TO APPLY: 0.0%

Departmental Cost:		PCT	701000 Wages	702000 Taxes	705000 Health	701000 Def Comp (ER)
General Fund (01):						
Dept 511000 - Administration	Cameron Begbie	30%	\$ 36,000.00	\$ 2,754.00	\$ -	\$ -
	Victoria McHenry	100%	\$ 78,705.20	\$ 6,020.95	\$ 1,753.68	\$ 8,151.60
	Jacob Smith	30%	\$ 18,391.51	\$ 1,406.95	\$ 4,476.67	\$ -
		160%	\$ 133,096.71	\$ 10,181.90	\$ 6,230.35	\$ 8,151.60
Dept 512000 - City Council	Cranford, Wendy	100%	\$ -	\$ -	\$ -	\$ -
	Nunn, Donald	100%	\$ -	\$ -	\$ -	\$ -
	Dill, Deborah	100%	\$ 1,200.00	\$ 91.80	\$ -	\$ -
	Hornisch, Holger	100%	\$ -	\$ -	\$ -	\$ -
	Bottomley, Wendy	100%	\$ 1,200.00	\$ 91.80	\$ -	\$ -
		500%	\$ 2,400.00	\$ 183.60	\$ -	\$ -
Dept 514000 - Finance	Tracy Pitts	50%	\$ 38,495.36	\$ 2,944.90	\$ 511.50	\$ 4,258.56
	Jacob Smith	10%	\$ 6,130.50	\$ 468.98	\$ 1,492.22	\$ -
	Ricky VanDyke	80%	\$ 65,156.99	\$ 4,984.51	\$ 611.71	\$ -
		140%	\$ 109,782.86	\$ 8,398.39	\$ 2,615.44	\$ 4,258.56
Dept 531000 - PW - Public Svcs	Cameron Begbie	20%	\$ 24,000.00	\$ 1,836.00	\$ -	\$ -
	Mtc Worker I - Vacant	30%	\$ 15,361.61	\$ 1,175.16	\$ 2,149.92	\$ 1,633.61
	David Crowhurst	30%	\$ 24,485.57	\$ 1,873.15	\$ 4,833.43	\$ 291.89
	Matthew B Urjevich	25%	\$ 14,981.14	\$ 1,146.06	\$ 1,791.60	\$ 1,361.34
	Matthew S Urjevich	25%	\$ 16,774.04	\$ 1,283.21	\$ 3,801.03	\$ 356.64
		130%	\$ 95,602.36	\$ 7,313.58	\$ 12,575.98	\$ 3,643.48
Dept 532000 - PW - Streets	Mtc Worker I - Vacant	20%	\$ 10,241.07	\$ 783.44	\$ 1,433.28	\$ 1,089.07
	Matthew B Urjevich	5%	\$ 2,996.23	\$ 229.21	\$ 358.32	\$ 272.27
	Matthew S Urjevich	5%	\$ 3,354.81	\$ 256.64	\$ 760.21	\$ 71.33
	David Crowhurst	5%	\$ 4,080.93	\$ 312.19	\$ 805.57	\$ 48.65
		35%	\$ 20,673.04	\$ 1,581.49	\$ 3,357.38	\$ 1,481.32
Dept 541000 - Building Regulation	Jacob Smith	30%	\$ 18,391.51	\$ 1,406.95	\$ 4,476.67	\$ -
	Peabody, John (PT - Assume 350)	100%	\$ 31,097.50	\$ 2,378.96	\$ -	\$ -
		130%	\$ 49,489.01	\$ 3,785.91	\$ 4,476.67	\$ -
Dept 542000 - Planning	Jacob Smith	30%	\$ 18,391.51	\$ 1,406.95	\$ 4,476.67	\$ -
		30%	\$ 18,391.51	\$ 1,406.95	\$ 4,476.67	\$ -
Dept 551000 - Parks & Recreation	Mtc Worker I - Vacant	30%	\$ 15,361.61	\$ 1,175.16	\$ 2,149.92	\$ 1,633.61
	David Crowhurst	10%	\$ 8,161.86	\$ 624.38	\$ 1,611.14	\$ 97.30
	Matthew S Urjevich	20%	\$ 13,419.23	\$ 1,026.57	\$ 3,040.82	\$ 285.31
	Matthew B Urjevich	25%	\$ 14,981.14	\$ 1,146.06	\$ 1,791.60	\$ 1,361.34
		85%	\$ 51,923.84	\$ 3,972.17	\$ 8,593.49	\$ 3,377.56
Dept 553000 - Cemetery		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
Dept 554000 - Swimming Pool	Matthew B Urjevich	15%	\$ 8,988.68	\$ 687.63	\$ 1,074.96	\$ 816.80
		15%	\$ 8,988.68	\$ 687.63	\$ 1,074.96	\$ 816.80

City of Plymouth
Labor Rate Analysis
Fully-Loaded Hourly Rate
Updated as of 5/13/26 - Updated 6/16/26 - Updated 08/04/26

COLA TO APPLY: 0.0%

Departmental Cost:		PCT	701000 Wages	702000 Taxes	705000 Health	701000 Def Comp (ER)
Water Fund (40)						
Dept 600000 - Water	Cameron Begbie	15%	\$ 18,000.00	\$ 1,377.00	\$ -	\$ -
	Mtc Worker I - Vacant	10%	\$ 5,120.54	\$ 391.72	\$ 716.64	\$ 544.54
	David Crowhurst	5%	\$ 4,080.93	\$ 312.19	\$ 805.57	\$ 48.65
	Tracy Pitts	25%	\$ 19,247.68	\$ 1,472.45	\$ 255.75	\$ 2,129.28
	Ricky VanDyke	10%	\$ 8,144.62	\$ 623.06	\$ 76.46	\$ -
	Matthew B Urjevich	10%	\$ 5,992.46	\$ 458.42	\$ 716.64	\$ 544.54
	Matthew S Urjevich	5%	\$ 3,354.81	\$ 256.64	\$ 760.21	\$ 71.33
		80%	\$ 63,941.03	\$ 4,891.49	\$ 3,331.27	\$ 3,338.33
Sewer Fund (50)						
Dept 700000 - Sewer	Cameron Begbie	35%	\$ 42,000.00	\$ 3,213.00	\$ -	\$ -
	Mtc. Worker I - Vacant	10%	\$ 5,120.54	\$ 391.72	\$ 716.64	\$ 544.54
	David Crowhurst	50%	\$ 40,809.28	\$ 3,121.91	\$ 8,055.72	\$ 486.48
	Tracy Pitts	25%	\$ 19,247.68	\$ 1,472.45	\$ 255.75	\$ 2,129.28
	Ricky VanDyke	10%	\$ 8,144.62	\$ 623.06	\$ 76.46	\$ -
	Matthew B Urjevich	20%	\$ 11,984.91	\$ 916.85	\$ 1,433.28	\$ 1,089.07
	Matthew S Urjevich	45%	\$ 30,193.27	\$ 2,309.79	\$ 6,841.85	\$ 641.95
		195%	\$ 157,500.30	\$ 12,048.77	\$ 17,379.71	\$ 4,891.32
Total Budgeted Salaries		1500%	\$ 711,789.34	\$ 54,451.88	\$ 64,111.92	\$ 29,958.96

GENERAL FUND

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
General Fund Revenue and Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
REVENUES					
Property Taxes	\$ 520,293	\$ 580,988	\$ 606,405	\$ 656,663	\$ 670,789
Other Taxes	657,014	492,082	512,026	498,266	504,929
Licenses & Permits	42,907	238,457	31,071	35,600	35,600
Fines & Forfeitures	164	169	90	170	170
Intergovernmental	128,701	72,912	9,437	-	-
Charges for Services	17,931	(3,401)	13,644	14,543	12,200
Other Income	2,333	140,259	121,999	116,183	110,900
Operating Transfers In	-	-	66,670	-	-
Total Revenues	\$ 1,369,343	\$ 1,521,466	\$ 1,361,342	\$ 1,321,425	\$ 1,334,588
EXPENDITURES					
511000 - General Administration	\$ 177,168	\$ 374,184	\$ 575,034	\$ 620,210	\$ 373,212
512000 - City Council	14,666	16,205	22,975	17,029	16,385
513000 - City Clerk	8,474	5,462	6,560	6,506	11,456
514000 - Finance	96,222	114,477	112,484	175,140	185,054
518000 - City Engineer	32,652	39,796	58,369	16,500	27,500
519000 - Non-Departmental	295,988	6,222	52,567	99,254	152,094
521000 - Fire	33,142	35,827	39,146	69,391	71,473
531000 - Public Works - Public Services	172,736	225,427	337,012	276,789	185,285
532000 - Public Works - Streets	64,366	75,265	66,670	59,721	43,092
541000 - Building Regulation	62,578	70,153	65,888	62,949	58,752
542000 - Planning	67,511	117,651	142,426	90,735	84,975
551000 - Parks & Recreation	109,587	66,061	78,579	63,582	78,042
552000 - Community Development	146	189	4,626	4,500	3,000
553000 - Cemetery	14,950	34,092	24,366	26,533	2,500
554000 - Swimming Pool	41,710	63,964	87,713	76,364	41,768
Total Expenditures	\$ 1,191,896	\$ 1,244,975	\$ 1,674,415	\$ 1,665,203	\$ 1,334,588
Excess / (Deficit) of Revenues over Expenditures	\$ 177,447	\$ 276,491	\$ (313,073)	\$ (343,778)	\$ -
Beginning Fund Balance	\$ 1,933,684	\$ 2,111,131	\$ 2,387,622	\$ 2,074,549	\$ 1,730,771
Ending Fund Balance	\$ 2,111,131	\$ 2,387,622	\$ 2,074,549	\$ 1,730,771	\$ 1,730,771

City of Plymouth
General Fund Revenue Detail - FY 2026-27 Proposed Budget
General Fund Revenue

Account	Revenue	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
400001	Secured Property Taxes	329,712	360,347	379,407	409,000	419,225
400002	Unsecured Property Taxes	5,340	8,792	7,579	7,806	8,001
400005	Supplemental Property Taxes	-	1,889	2,968	3,631	1,500
400006	Secured - Prior Delinquent Taxes	-	6,664	528	-	-
400011	Motor Vehicle In Lieu Prop Tax	174,642	201,687	212,721	233,476	239,313
400013	HOPTR Property Taxes	3,100	1,609	3,202	2,750	2,750
430010	Delinquent Secured Property Taxes	7,499	-	-	-	-
TOTAL PROPERTY TAXES		\$ 520,293	\$ 580,988	\$ 606,405	\$ 656,663	\$ 670,789
410001	Sales Tax	212,413	213,811	196,469	220,000	225,601
420001	Transient Occupancy Taxes	351,160	210,386	230,224	195,000	195,000
430003	Real Property Transfer Tax	15,069	4,931	12,099	12,500	12,500
440001	Electric Franchise Fees	22,399	44,095	24,097	23,586	23,940
440002	Cable Franchise Fees	10,649	11,642	12,862	12,180	12,363
440003	Solid Waste Franchise Fees	40,338	7,217	36,275	35,000	35,525
440004	Propane Franchise Fees	4,986	-	-	-	-
TOTAL OTHER TAXES		\$ 657,014	\$ 492,082	\$ 512,026	\$ 498,266	\$ 504,929
430001	Business License Taxes	5,342	5,384	5,304	5,600	5,600
460101	Building Permits	37,565	233,073	25,767	30,000	30,000
TOTAL LICENSES & PERMITS		\$ 42,907	\$ 238,457	\$ 31,071	\$ 35,600	\$ 35,600
495001	General Fines	164	169	90	170	170
TOTAL FINES & FORFEITURES		\$ 164	\$ 169	\$ 90	\$ 170	\$ 170
400040	COVID Relief Grant Funding	\$ 128,701	-	-	-	-
XXXXXX	SB-2 Planning Grant	-	72,912	9,437	-	-
TOTAL INTERGOVERNMENTAL		\$ 128,701	\$ 72,912	\$ 9,437	\$ -	\$ -
460102	Plan Check Fees	\$ 14,688	264	6,338	7,500	7,500
460103	Miscellaneous Permits	-	243	-	-	-
460104	Burn Permits	18	-	42	-	-
460201	Planning Application Fees	1,925	(6,408)	6,464	5,000	3,500
460301	Encroachment Fees	1,200	2,400	800	2,043	1,200
461000	Code Enforcement Fees	100	100	-	-	-
TOTAL CHARGES FOR SERVICES		\$ 17,931	\$ (3,401)	\$ 13,644	\$ 14,543	\$ 12,200
462001	Pop-Up Plaza Rental	\$ 1,125	1,690	365	4,500	4,500
46400x	Swimming Pool Revenues	-	-	9,542	8,500	9,000
465000	Reimbursement - CFD (Admin/PW)	-	22,705	19,800	11,000	11,000
480101	Town Hall Rental	1,110	1,255	490	500	500
480102	Lodge Hill Rental	45	587	1,774	800	800
490001	Copies	400	52	1,073	600	100
490003	Miscellaneous	(1,847)	60,217	4,560	11,283	10,000
491001	Interest Income	-	47,248	79,000	79,000	75,000
492001	Donations	1,500	6,505	5,395	-	-
TOTAL OTHER INCOME		\$ 2,333	\$ 140,259	\$ 121,999	\$ 116,183	\$ 110,900
XXXXXX	Transfers In	\$ -	-	66,670	-	-
TOTAL OPERATING TRANSFERS IN		\$ -	\$ -	\$ 66,670	\$ -	\$ -
TOTAL GENERAL FUND		\$ 1,369,343	\$ 1,521,466	\$ 1,361,342	\$ 1,321,425	\$ 1,334,588

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 511000 - General Administration

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 103,122	151,423	196,895	199,037	141,250
702000	FICA	12,151	18,743	13,552	19,651	10,182
705000	Health Insurance	-	5,772	6,386	11,963	6,230
Total Personnel Services:		<u>\$ 115,273</u>	<u>175,938</u>	<u>216,833</u>	<u>230,651</u>	<u>157,662</u>
Materials & Services						
712000	Training & Education	\$ 3,000	239	4,812	500	500
714000	Conference Expense	-	1,815	427	2,000	2,000
720100	Office Expense	6,672	12,291	20,119	10,500	11,000
720300	Advertising	-	67	2,537	6,200	2,500
720800	Dues & Memberships	1,942	623	2,311	500	1,000
721600	Community Projects - Pub Rel	-	23	-	-	-
721900	Propane	2,574	2,794	7,912	2,500	3,000
731000	Electricity	1,330	2,884	3,564	3,825	4,000
732000	Communications	1,976	6,858	7,518	4,000	4,250
740100	Building & Grounds Maintenance	1,026	2,438	1,423	500	1,000
740500	Maintenance Supplies	214	368	414	1,000	1,000
740700	Equipment Maintenance & Repair	45	227	388	300	300
761000	Contractual Services	8,847	33,413	67,258	45,000	45,000
762000	City Attorney	12,074	68,546	145,238	260,000	85,000
770700	Miscellaneous Expense	360	938	10,465	500	-
781000	Human Resource Expense Alloc	2,400	15,069	14,096	7,000	8,000
782000	Central Service Expense Alloc	914	2,763	2,736	-	-
783000	Facilities Maintenance Exp Alloc	332	-	-	-	-
784000	Information Tech Expense	17,230	42,530	56,856	42,500	44,000
786000	Risk Management Expense	959	4,360	10,127	2,734	3,000
Total Materials & Services:		<u>\$ 61,895</u>	<u>198,246</u>	<u>358,201</u>	<u>389,559</u>	<u>215,550</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 511000 - General Administration:		<u>\$ 177,168</u>	<u>374,184</u>	<u>575,034</u>	<u>620,210</u>	<u>373,212</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 512000 - City Council

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 5,875	5,590	6,980	2,929	2,400
702000	FICA	743	736	562	225	185
Total Personnel Services:		<u>\$ 6,618</u>	<u>6,326</u>	<u>7,542</u>	<u>3,154</u>	<u>2,585</u>
Materials & Services						
714000	Conference Expense	\$ 3,510	750	5,940	1,350	1,500
720100	Office Expense	1,173	125	426	700	800
720300	Advertising	1,472	1,140	956	2,500	1,500
720800	Dues & Memberships	-	7,864	8,111	9,325	10,000
732000	Communications	314	-	-	-	-
781000	Human Resource Expense	1,519	-	-	-	-
784000	Information Tech Expense	60	-	-	-	-
Total Materials & Services:		<u>\$ 8,048</u>	<u>9,879</u>	<u>15,433</u>	<u>13,875</u>	<u>13,800</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 512000 - City Council:		<u>\$ 14,666</u>	<u>16,205</u>	<u>22,975</u>	<u>17,029</u>	<u>16,385</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 513000 - City Clerk

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 6,604	2,480	1,154	2,750	2,750
702000	FICA	319	302	88	206	206
Total Personnel Services:		<u>\$ 6,923</u>	<u>2,782</u>	<u>1,242</u>	<u>2,956</u>	<u>2,956</u>
Materials & Services						
707000	Uniforms	\$ -	140	-	-	-
712000	Training & Education	-	329	-	50	500
714000	Conference Expense	-	-	2,219	-	1,000
720100	Office Expense	1,026	-	-	-	-
720800	Dues & Memberships	525	745	695	500	500
720905	Municipal Code	-	1,466	2,404	3,000	2,500
770701	Election Expense	-	-	-	-	4,000
Total Materials & Services:		<u>\$ 1,551</u>	<u>2,680</u>	<u>5,318</u>	<u>3,550</u>	<u>8,500</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 513000 - City Clerk:		<u>\$ 8,474</u>	<u>5,462</u>	<u>6,560</u>	<u>6,506</u>	<u>11,456</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 514000 - Finance

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 75,231	64,190	52,918	88,720	114,041
702000	FICA	17,018	13,230	4,176	6,420	8,398
705000	Health Insurance	-	-	-	-	2,615
Total Personnel Services:		<u>\$ 92,249</u>	<u>77,420</u>	<u>57,094</u>	<u>95,140</u>	<u>125,054</u>
Materials & Services						
761000	Contractual Services	\$ 3,973	37,057	55,390	80,000	60,000
Total Materials & Services:		<u>\$ 3,973</u>	<u>37,057</u>	<u>55,390</u>	<u>80,000</u>	<u>60,000</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 514000 - Finance:		<u>\$ 96,222</u>	<u>114,477</u>	<u>112,484</u>	<u>175,140</u>	<u>185,054</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 518000 - City Engineer

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 577	978	554	-	-
702000	FICA	41	66	38	-	-
<i>Total Personnel Services:</i>		<u>\$ 618</u>	<u>1,044</u>	<u>592</u>	<u>-</u>	<u>-</u>
Materials & Services						
763000	Engineering	\$ 26,304	27,660	49,661	15,000	25,000
763100	Engineer - Reimbursable Costs	5,730	11,092	8,116	1,500	2,500
<i>Total Materials & Services:</i>		<u>\$ 32,034</u>	<u>38,752</u>	<u>57,777</u>	<u>16,500</u>	<u>27,500</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
<i>Total Capital Projects / Outlay:</i>		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 518000 - City Engineer:		<u>\$ 32,652</u>	<u>39,796</u>	<u>58,369</u>	<u>16,500</u>	<u>27,500</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 519000 - Non-Departmental

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
XXXXX	State Unemployment	\$ -	-	-	-	2,250
Total Personnel Services:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,250</u>
Materials & Services						
700500	AIG & 457 Costs	\$ 1,378	(15,270)	-	-	-
704000	Workers Comp Expense	30,421	-	1,041	25,139	24,546
707000	Uniforms	-	-	-	-	-
720100	Office Expense	8,653	188	188	7	-
720800	Dues & Memberships	7,303	-	-	40	40
720900	Miscellaneous Expense	1,095	-	-	-	-
721600	Community Projects - Public Relations	-	-	-	-	-
721900	Propane	3,448	-	-	-	-
722200	Computer Hardware	-	-	-	-	1,500
722205	Computer Software	-	-	-	-	1,000
731000	Electricity	1,578	-	-	-	-
732000	Communications	287	-	-	-	-
740100	Building & Grounds Maintenance	1,250	-	-	-	-
740500	Maintenance Supplies	24	-	391	-	-
761000	Contractual Services	14,225	1,200	1,960	1,700	50,703
762000	City Attorney	67,495	-	-	-	-
763000	Engineering	566	-	-	-	-
770700	Miscellaneous Expense	51,291	20,104	25,413	56,892	56,055
770900	Administrative Expense (Prop Tax)	-	-	-	10,476	11,000
781000	Human Resource Expense	49,052	-	-	-	-
782000	Central Services Expense	1,827	-	-	-	-
783000	Facility Management Expense	5,353	-	-	-	-
784000	Information Technology Expense	49,483	-	23,574	5,000	5,000
785000	Vehicle Maintenance Expense	1,259	-	-	-	-
990000	Transfers Out to CFD - Fund 80	-	-	-	-	-
Total Materials & Services:		<u>\$ 295,988</u>	<u>6,222</u>	<u>52,567</u>	<u>99,254</u>	<u>149,844</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 519000 - Non-Departmental:		<u>\$ 295,988</u>	<u>6,222</u>	<u>52,567</u>	<u>99,254</u>	<u>152,094</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 521000 - Fire

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
		\$ -	-	-	-	-
<i>Total Personnel Services:</i>		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Materials & Services						
740000	Repairs & Maintenance	\$ -	173	-	-	-
768100	Fire Protection Agreement	33,142	35,654	39,146	69,391	71,473
<i>Total Materials & Services:</i>		<u>\$ 33,142</u>	<u>35,827</u>	<u>39,146</u>	<u>69,391</u>	<u>71,473</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
<i>Total Capital Projects / Outlay:</i>		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 521000 - Fire:		<u>\$ 33,142</u>	<u>35,827</u>	<u>39,146</u>	<u>69,391</u>	<u>71,473</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 531000 - Public Works - Public Services

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 128,791	163,649	221,294	184,673	99,245
702000	FICA	17,322	18,148	16,105	13,665	7,315
705000	Health Insurance	-	-	-	5,993	12,576
706000	Stipends	-	569	-	-	-
Total Personnel Services:		<u>\$ 146,113</u>	<u>182,366</u>	<u>237,399</u>	<u>204,331</u>	<u>119,136</u>
Materials & Services						
707000	Uniforms	\$ 300	304	1,822	450	1,000
712000	Training & Education	548	-	958	1,000	1,000
720000	Operating Supplies	637	75	23	250	500
720100	Office Expense	-	826	39	250	250
721100	Gasoline - Fuel	5,404	10,806	12,924	17,389	16,000
721700	Rents & Leases - Equipment / Prop.	3,606	10,935	10,329	10,700	10,700
722100	Chemicals	-	7,316	307	3,820	1,500
731000	Electricity	3,378	1,662	2,988	4,700	5,000
732000	Communications	1,960	922	14,064	2,750	2,900
740100	Building & Grounds Maintenance	5,142	1,490	28,537	4,500	4,500
740500	Maintenance Supplies	338	1,043	4,645	1,850	2,000
740700	Equipment Maintenance & Repair	414	2,557	8,930	12,000	6,500
749000	Animal Control	-	-	10,299	10,299	10,299
784000	Information Technology Expense	2,050	-	-	-	-
785000	Vehicle Maintenance Expense	2,846	5,125	3,748	2,500	4,000
Total Materials & Services:		<u>\$ 26,623</u>	<u>43,061</u>	<u>99,613</u>	<u>72,458</u>	<u>66,149</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 531000 - PW - Public Services:		<u>\$ 172,736</u>	<u>225,427</u>	<u>337,012</u>	<u>276,789</u>	<u>185,285</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 532000 - Public Works - Streets

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 44,152	59,675	47,386	37,098	22,154
702000	FICA	10,191	7,193	3,388	2,826	1,581
705000	Health Insurance	-	-	-	-	3,357
Total Personnel Services:		<u>\$ 54,343</u>	<u>66,868</u>	<u>50,774</u>	<u>39,924</u>	<u>27,092</u>
Materials & Services						
731000	Electricity	\$ 2,158	2,947	3,501	4,500	4,500
740100	Building & Grounds Maintenance	3,421	626	-	2,697	2,500
740500	Maintenance Supplies	1,566	3,001	5,141	250	1,000
740700	Equipment Maintenance & Repair	1,981	223	241	300	500
740800	Permits	-	1,600	-	3,200	1,500
755000	Street Signs	897	-	856	1,350	1,000
763000	Engineering	-	-	6,157	7,500	5,000
Total Materials & Services:		<u>\$ 10,023</u>	<u>8,397</u>	<u>15,896</u>	<u>19,797</u>	<u>16,000</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 532000 - PW - Streets:		<u>\$ 64,366</u>	<u>75,265</u>	<u>66,670</u>	<u>59,721</u>	<u>43,092</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 541000 - Building Regulation

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 51,313	60,879	60,276	54,121	48,489
702000	FICA	9,872	7,098	4,226	3,828	3,786
705000	Health Insurance	-	-	-	-	4,477
Total Personnel Services:		<u>\$ 61,185</u>	<u>67,977</u>	<u>64,502</u>	<u>57,949</u>	<u>56,752</u>
Materials & Services						
712000	Training & Education	\$ 946	-	-	-	-
720100	Office Expense	157	88	-	-	-
740500	Maintenance Supplies	-	-	-	-	-
763100	Engineer - Reimbursable Costs	290	2,088	1,386	5,000	2,000
784000	Information Technology Expense	-	-	-	-	-
Total Materials & Services:		<u>\$ 1,393</u>	<u>2,176</u>	<u>1,386</u>	<u>5,000</u>	<u>2,000</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 541000 - Building Regulation:		<u>\$ 62,578</u>	<u>70,153</u>	<u>65,888</u>	<u>62,949</u>	<u>58,752</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 542000 - Planning

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 23,041	25,137	27,139	23,823	18,391
702000	FICA	2,861	3,005	1,977	1,812	1,407
705000	Health Insurance	-	-	-	-	4,477
Total Personnel Services:		<u>\$ 25,902</u>	<u>28,142</u>	<u>29,116</u>	<u>25,635</u>	<u>24,275</u>
Materials & Services						
709000	Planning Commission Stipends	\$ 225	600	600	850	1,200
714000	Conference Expense	1,923	-	-	-	500
720100	Office Expense	16	-	-	-	-
720300	Advertising	153	1,245	4,979	1,500	1,500
751000	Planning Reimbursement	-	171	4,286	4,250	4,000
761000	Contractual Services	11,317	77,196	77,094	55,000	50,000
762000	City Attorney	-	-	4,162	-	-
763000	Engineering	-	138	-	-	-
765000	Planner	23,848	6,683	16,825	-	-
770700	Miscellaneous Expense	4,127	3,476	5,364	3,500	3,500
Total Materials & Services:		<u>\$ 41,609</u>	<u>89,509</u>	<u>113,310</u>	<u>65,100</u>	<u>60,700</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 542000 - Planning:		<u>\$ 67,511</u>	<u>117,651</u>	<u>142,426</u>	<u>90,735</u>	<u>84,975</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 551000 - Parks & Recreation

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 87,273	43,388	47,748	42,860	55,302
702000	FICA	3,365	4,522	3,449	3,266	3,972
705000	Health Insurance	-	10,132	18,150	6,281	8,593
Total Personnel Services:		<u>\$ 90,638</u>	<u>58,042</u>	<u>69,347</u>	<u>52,407</u>	<u>67,867</u>
Materials & Services						
707000	Uniforms	\$ -	-	-	-	-
721900	Propane	2,397	997	827	750	750
731000	Electricity	2,286	2,651	2,913	3,250	3,250
740100	Building & Grounds Maintenance	3,507	1,627	2,643	6,000	5,000
740500	Maintenance Supplies	109	153	2,391	500	500
740700	Equipment Maintenance & Repair	190	2,468	284	500	500
761000	Contract Services	9,000	123	-	-	-
762000	City Attorney	1,232	-	-	-	-
763000	Engineering	170	-	-	-	-
770700	Miscellaneous Expense	58	-	174	175	175
Total Materials & Services:		<u>\$ 18,949</u>	<u>8,019</u>	<u>9,232</u>	<u>11,175</u>	<u>10,175</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 551000 - Parks & Recreation:		<u>\$ 109,587</u>	<u>66,061</u>	<u>78,579</u>	<u>63,582</u>	<u>78,042</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 552000 - Community Development

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
		\$ -	-	-	-	-
<i>Total Personnel Services:</i>		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Materials & Services						
720100	Office Expense	\$ 25	189	-	-	-
740500	Maintenance Supplies	97	-	-	-	-
766000	Code Enforcement	24	-	4,626	4,500	3,000
<i>Total Materials & Services:</i>		<u>\$ 146</u>	<u>189</u>	<u>4,626</u>	<u>4,500</u>	<u>3,000</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
<i>Total Capital Projects / Outlay:</i>		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 552000 - Community Development:		<u>\$ 146</u>	<u>189</u>	<u>4,626</u>	<u>4,500</u>	<u>3,000</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 553000 - Cemetery

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 10,363	25,052	22,717	24,662	-
702000	FICA	4,585	3,090	1,649	1,871	-
705000	Health Insurance	-	-	-	-	-
Total Personnel Services:		<u>\$ 14,948</u>	<u>28,142</u>	<u>24,366</u>	<u>26,533</u>	<u>-</u>
Materials & Services						
740100	Building & Grounds Maintenance	\$ 2	-	-	-	-
740200	Trees & Vegetation Maintenance	-	5,950	-	-	2,500
Total Materials & Services:		<u>\$ 2</u>	<u>5,950</u>	<u>-</u>	<u>-</u>	<u>2,500</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 553000 - Cemetery:		<u>\$ 14,950</u>	<u>34,092</u>	<u>24,366</u>	<u>26,533</u>	<u>2,500</u>

City of Plymouth
General Fund Expenditure Detail - FY 2026-27 Proposed Budget
Department 554000 - Swimming Pool

		ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services						
701000	Salaries & Wages	\$ 4,251	28,079	68,087	60,462	24,805
702000	FICA	94	648	4,776	1,912	1,898
705000	Health Insurance	-	-	-	-	1,075
Total Personnel Services:		<u>\$ 4,345</u>	<u>28,727</u>	<u>72,863</u>	<u>62,374</u>	<u>27,778</u>
Materials & Services						
712000	Training & Education	\$ 393	400	360	960	960
720400	Swimming Pool Supplies	18	1,697	218	500	500
720404	Snack Shack	-	-	445	600	600
722100	Chemicals	10,487	13,380	5,568	6,000	6,000
740100	Building & Grounds Maintenance	1,898	15,300	1,742	500	500
740500	Maintenance Supplies	314	92	473	750	750
740700	Equipment Maintenance & Repair	3,597	561	5,864	500	500
740800	Permits	180	180	180	180	180
761000	Contract Services	20,478	3,627	-	4,000	4,000
Total Materials & Services:		<u>\$ 37,365</u>	<u>35,237</u>	<u>14,850</u>	<u>13,990</u>	<u>13,990</u>
Capital Projects / Outlay						
		\$ -	-	-	-	-
Total Capital Projects / Outlay:		<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 554000 - Swimming Pool:		<u>\$ 41,710</u>	<u>63,964</u>	<u>87,713</u>	<u>76,364</u>	<u>41,768</u>

ENTERPRISE

FUNDS

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Water Enterprise Funds (Fund 40 / 41 / 43 / 44 / 45)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
40-450005 - Penalties	\$ 18,641	23,640	56,601	140,000	50,000
40-450008 - Miscellaneous Charges	10,403	8,422	9,784	7,400	7,500
40-451001 - Water Commodity Charge	269,384	280,128	279,175	285,000	290,000
40-451002 - Water Delivery Charge	333,804	306,961	380,055	380,000	380,000
40-451005 - Wholesale Water Sales	(2,729)	-	12,000	85,000	-
40-480501 - AT&T Land Lease	18,540	20,003	16,926	18,450	18,450
41-451007 - Water Meter	-	(377)	-	-	-
41-460701 - Development Impact Fees	54,102	(4,918)	-	-	-
43-450001 - Water Parcel Charges	2,895	2,194	2,484	2,500	2,500
44-451007 - Water Meter Charges	4,147	-	-	-	-
44-4XXXX - Transfers In	-	-	-	-	149,766
<i>Total:</i>	<u>\$ 709,187</u>	<u>636,053</u>	<u>757,025</u>	<u>918,350</u>	<u>898,216</u>
Expenditures:					
40-600000 - Water Operations					
Personnel Services	\$ 145,612	167,058	131,346	123,903	75,501
Services and Supplies	535,988	602,369	655,972	663,944	657,152
Capital Projects / Outlay	-	-	-	7,000	-
Debt Service	147,541	146,261	146,565	149,766	299,613
45-600000 - Water Operations					
Personnel Services	\$ -	-	-	-	-
Services and Supplies	12,022	99	400	-	-
Capital Projects / Outlay	-	-	-	-	-
<i>Total:</i>	<u>\$ 841,163</u>	<u>915,787</u>	<u>934,283</u>	<u>944,613</u>	<u>1,032,266</u>
Excess (deficit) of revenues over expenditures	\$ (131,976)	(279,734)	(177,258)	(26,263)	(134,050)
Beginning Fund Balance	\$ 354,271	222,295	(57,439)	(234,697)	(260,960)
Less:					
Fund Balance - Water Impact Fees (Fund 41)	\$ (1,190,282)	(1,195,577)	(1,195,577)	(1,195,577)	(1,195,577)
Fund Balance - Water CIP (Fund 43)	9,164	11,358	12,608	12,608	15,108
Fund Balance - Meter Maintenance Fund (Fund 44)	5,941	5,941	8,441	5,941	5,941
Fund Balance - Arroyo Ditch Capital Impv (Fund 45)	174,905	174,505	174,806	174,806	174,806
Ending Fund Balance / Working Capital - Fund 40	<u>\$ 1,222,567</u>	<u>946,334</u>	<u>765,025</u>	<u>741,262</u>	<u>604,712</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
FY 2026-27 Proposed Budget - Expenditure Detail
Water Enterprise Funds (Fund 40 / 41 / 43 / 44 / 45)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services					
40-600000 - Water Operations					
701000 - Salaries & Wages	\$ 128,399	145,846	118,887	112,679	67,279
702000 - FICA	17,213	15,390	8,635	7,724	4,891
520104 - Health Insurance	-	5,822	3,824	3,500	3,331
Total Personnel Services:	\$ 145,612	167,058	131,346	123,903	75,501
Materials & Services					
40-600000 - Water Operations					
704000 - Work Comp Insurance	\$ -	5,040	7,823	2,914	3,608
720100 - Office Expense	3,048	3,396	2,379	2,750	2,500
720300 - Advertising	696	-	46	421	100
720800 - Dues & Memberships	-	-	-	-	-
720900 - Misc. Expense	9,719	6,294	260	2,250	1,500
721100 - Gasoline / Fuel	2,615	-	6	-	-
721900 - Propane	-	40	22	75	75
722205 - Computer Software	-	2,600	3,552	4,511	4,000
728100 - Lab Testing	2,672	1,784	2,088	3,750	3,500
728300 - Repair & Mtc - Meters	197	267	47	100	100
729100 - Water Commodity Purch	190,464	210,572	249,962	268,000	270,000
729200 - Water Meter Charges	218,631	238,349	257,917	271,000	275,000
731000 - Electricity	4,025	5,083	5,304	5,500	6,000
732000 - Communications	547	1,120	1,463	2,600	2,750
740100 - Bldg Grounds & Mtc	905	986	1,187	2,250	2,250
740500 - Maintenance Supplies	-	120	-	150	150
740600 - Maintenance Contracts	39,030	42,612	33,327	5,000	5,000
740700 - Equipment Repair & Mtc	2,362	9,928	5,285	1,000	5,000
740800 - Permits	8,611	9,174	6,659	7,500	7,500
761000 - Contract Services	-	8,421	24,721	17,500	17,500
762000 - City Attorney	547	7,168	1,294	-	-
763000 - Engineering	8,659	4,975	1,694	2,000	2,000
767000 - Contract Services - AWA	21,892	9,335	5,521	28,000	5,000
770101 - Write Off	-	-	-	857	-
781000 - HR Expense Allocation	16,794	34,483	37,552	-	-
782000 - Central Scv Exp Alloc	-	-	415	-	-
783000 - Facility Mtc Exp Alloc	1,516	-	-	-	-
784000 - IT Expenses	3,058	622	7,448	4,000	5,000
786000 - Risk Mgmt Exp Alloc	-	-	-	31,816	38,619
45-600000 - Water Operations					
720300 - Advertising	\$ 128	-	-	-	-
763000 - Engineering	6,994	99	400	-	-
767000 - Contract Services AWA	4,900	-	-	-	-
Total Material & Services:	\$ 548,010	602,468	656,372	663,944	657,152

City of Plymouth
FY 2026-27 Proposed Budget - Expenditure Detail
Water Enterprise Funds (Fund 40 / 41 / 43 / 44 / 45)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services					
Capital Projects / Outlay					
802000 - Equipment	\$ -	-	-	7,000	-
<i>Total Capital Projects / Outlay:</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,000</u>	<u>-</u>
Debt Service					
40-600000 - Water Operations					
791111 - Principal	\$ 54,855	54,855	57,902	63,998	217,045
791100 - Interest	92,686	91,406	88,663	85,768	82,568
<i>Total Debt Service:</i>	<u>\$ 147,541</u>	<u>146,261</u>	<u>146,565</u>	<u>149,766</u>	<u>299,613</u>
<i>Total Water Enterprise Funds:</i>	<u>\$ 841,163</u>	<u>915,787</u>	<u>934,283</u>	<u>944,613</u>	<u>1,032,266</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Wastewater Enterprise Funds (Fund 50 / 51 / 52 / 53)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
50-452001 - Sewer Service Revenue	\$ 601,142	609,726	619,886	634,000	634,000
50-452005 - Wholesale Septic Sales	-	-	-	55,000	55,000
50-450005 - Penalties	-	-	-	-	50,000
50-452009 - Low Income Credit	(4,629)	(3,679)	(2,880)	(2,880)	(2,938)
50-480001 - Interest Income	-	28,790	56,000	56,000	56,000
50-480701 - Ranch House Rental	11,400	11,400	11,400	11,400	11,400
51-460731 - Sewer Treatment Impact Fees	124,102	(11,282)	-	-	-
51-460732 - Sewer Collection Impact Fees	13,222	(1,202)	-	-	-
<i>Total:</i>	<u>\$ 745,237</u>	<u>633,753</u>	<u>684,406</u>	<u>753,520</u>	<u>803,462</u>
Expenditures:					
40-600000 - Water Operations					
Personnel Services	\$ 182,335	210,439	178,058	250,997	191,821
Services and Supplies	355,912	490,333	540,517	428,587	411,887
Capital Projects / Outlay	16,218	-	249	7,000	-
Debt Service	23,500	24,650	24,700	23,700	25,700
<i>Total:</i>	<u>\$ 577,965</u>	<u>725,422</u>	<u>743,524</u>	<u>710,284</u>	<u>629,408</u>
Excess (deficit) of revenues over expenditures	\$ 167,272	(91,669)	(59,118)	43,236	174,054
Beginning Fund Balance	\$ 1,740,576	1,907,848	1,816,179	1,757,061	1,800,297
Less:					
Fund Balance - Sewer Impact Fees (Fund 51)	\$ 1,023,913	1,011,429	1,011,429	1,011,429	1,011,429
Fund Balance - Sewer Planning & Feas. (Fund 52)	(14,043)	(14,043)	(14,043)	(14,043)	(14,043)
Fund Balance - Wastewater Grants (Fund 53)	(63,701)	(63,701)	(63,701)	(63,701)	(63,701)
Ending Fund Balance / Working Capital - Fund 40	<u>\$ 961,679</u>	<u>882,494</u>	<u>823,376</u>	<u>866,612</u>	<u>1,040,666</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
Equipment	\$ 16,218	-	249	7,000	-
<i>Total:</i>	<u>\$ 16,218</u>	<u>-</u>	<u>249</u>	<u>7,000</u>	<u>-</u>

City of Plymouth
FY 2026-27 Proposed Budget - Expenditure Detail
Wastewater Enterprise Funds (Fund 50 / 51 / 52 / 53)

<u>Personnel Services</u>	<u>ESTIMATED ACTUAL FY 2022-23</u>	<u>ESTIMATED ACTUAL FY 2023-24</u>	<u>ESTIMATED FY 2024-25</u>	<u>ESTIMATED FY 2025-26</u>	<u>PROPOSED BUDGET FY 2026-27</u>
50-700000 - Wastewater Operations					
701000 - Salaries & Wages	\$ 160,734	182,364	156,244	229,420	162,392
702000 - FICA	21,601	19,735	11,347	16,827	12,049
520104 - Health Insurance	-	8,340	10,467	4,750	17,380
Total Personnel Services:	\$ 182,335	210,439	178,058	250,997	191,821

Materials & Services

50-700000 - Wastewater Operations					
704000 - Work Comp Insurance	\$ -	6,515	7,400	6,233	8,038
707000 - Uniforms	-	-	-	-	-
712000 - Training & Education	377	60	-	228	500
720100 - Office Expense	2,644	3,619	1,992	3,500	3,500
720300 - Advertising	696	-	46	421	250
720800 - Dues & Memberships	-	-	-	-	-
721100 - Gasoline / Fuel	2,809	271	-	-	-
721700 - Rents	1,656	2,041	1,749	1,550	2,000
722100 - Chemicals	41,525	54,140	38,002	35,000	35,000
728100 - Lab Testing	13,896	15,908	12,488	12,500	12,500
731000 - Electricity	111,290	128,020	127,975	140,000	143,000
732000 - Communications	1,739	4,198	4,024	4,500	4,500
740100 - Bldg Grounds & Mtc	1,988	24,859	994	5,500	5,000
740300 - Ranch House Repairs	-	480	1,169	8,428	5,000
740500 - Maintenance Supplies	385	3,386	3,932	1,500	2,000
740600 - Maintenance Contracts	-	-	-	-	-
740700 - Equipment Repair & Mtc	13,804	8,187	14,514	26,000	20,000
740800 - Permits	44,710	47,598	57,289	45,000	47,500
761000 - Contract Services	-	16,573	75,429	50,000	65,000
763000 - Engineering	16,573	6,533	13,574	10,000	10,000
767000 - Contract Services - AWA	73,111	124,745	134,770	31,582	-
770101 - Write Off	-	-	-	926	-
770700 - Miscellaneous Expenses	7,178	7,144	45	1,504	-
781000 - HR Expense Allocation	16,794	34,483	37,552	36,215	40,599
782000 - Central Sev Exp Alloc	-	-	415	-	-
783000 - Facility Mtc Exp Alloc	1,517	-	-	-	-
784000 - IT Expenses	3,021	1,545	7,158	8,000	7,500
785000 - Vehicle Mtc Alloc	54	28	-	-	-
786000 - Risk Mgmt Exp Alloc	145	-	-	-	-
Total Material & Services:	\$ 355,912	490,333	540,517	428,587	411,887

City of Plymouth
FY 2026-27 Proposed Budget - Expenditure Detail
Wastewater Enterprise Funds (Fund 50 / 51 / 52 / 53)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Personnel Services					
Capital Projects / Outlay					
50-700000 - Wastewater Operations					
802000 - Equipment	\$ 16,218	-	249	7,000	-
<i>Total Capital Projects / Outlay:</i>	<u>\$ 16,218</u>	<u>-</u>	<u>249</u>	<u>7,000</u>	<u>-</u>
Debt Service					
50-700000 - Wastewater Operations					
771000 - FHA 92-02 Principal	\$ 6,000	7,000	7,000	7,000	8,000
772000 - FHA 92-01 Principal	11,000	12,000	13,000	13,000	15,000
791200 - FHA 92-02 Interest	2,550	2,250	1,900	1,550	1,200
791300 - FHA 92-01 Interest	3,950	3,400	2,800	2,150	1,500
<i>Total Debt Service:</i>	<u>\$ 23,500</u>	<u>24,650</u>	<u>24,700</u>	<u>23,700</u>	<u>25,700</u>
<i>Total Wastewater Enterprise Funds:</i>	<u>\$ 577,965</u>	<u>725,422</u>	<u>743,524</u>	<u>710,284</u>	<u>629,408</u>

SPECIAL REVENUE FUNDS

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
TOT Streets and Promotions Fund (Fund 02)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
499000 - Transfers in - General Fund	\$ -	-	-	-	-
472001 - State Grants (Proposition 68)	-	-	-	-	-
480001 - Interest Earnings	-	7,481	10,600	11,000	6,500
<i>Total:</i>	<u>\$ -</u>	<u>7,481</u>	<u>10,600</u>	<u>11,000</u>	<u>6,500</u>
Expenditures:					
740500 - Maintenance Supplies	\$ -	27	-	-	-
740700 - Equipment Maintenance & Repair	685	5,871	2,602	-	3,500
770300 - TOT - Promotions Support	39,530	38,691	47,867	40,000	60,000
770310 - TOT - Street Expenditures	252	4,370	358	-	2,500
7XXXX - Transfers Out to Fund 68 (McGee Pk)	-	-	-	78,013	-
<i>Total:</i>	<u>\$ 40,467</u>	<u>48,959</u>	<u>50,827</u>	<u>118,013</u>	<u>66,000</u>
Excess (deficit) of revenues over expenditures	\$ (40,467)	(41,478)	(40,227)	(107,013)	(59,500)
Beginning Fund Balance	\$ 425,520	385,053	343,575	303,348	196,335
Ending Fund Balance	<u>\$ 385,053</u>	<u>343,575</u>	<u>303,348</u>	<u>196,335</u>	<u>136,835</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
770130 - McGee Park Project	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Community Benefit Contribution Fund (Fund 05)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
440791 - Community Benefit Contributions	\$ 84,075	18,825	48,007	65,210	-
480001 - Interest Earnings	-	4,905	7,800	8,000	8,000
<i>Total:</i>	<u>\$ 84,075</u>	<u>23,730</u>	<u>55,807</u>	<u>73,210</u>	<u>8,000</u>
Expenditures:					
7XXXX - Transfers Out to Water Fund	\$ -	-	-	-	149,613
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>149,613</u>
Excess (deficit) of revenues over expenditures	\$ 84,075	23,730	55,807	73,210	(141,613)
Beginning Fund Balance	\$ 144,403	228,478	252,208	308,015	381,225
Ending Fund Balance	<u>\$ 228,478</u>	<u>252,208</u>	<u>308,015</u>	<u>381,225</u>	<u>239,612</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Gas Tax Fund (Fund 10)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
470101 - RMRA - SB 1 Funding	\$ 23,857	29,853	29,117	29,695	31,482
470111 - Gas Tax Section 2103	8,712	9,724	10,193	10,752	10,969
470112 - Gas Tax Section 2105	6,085	6,485	6,629	7,209	7,335
470113 - Gas Tax Section 2106	9,217	9,635	9,897	10,051	10,144
470114 - Gas Tax Section 2107	8,293	8,778	8,794	9,635	9,808
470115 - Gas Tax Section 2107.5	1,000	1,000	1,000	1,000	1,000
470201 - RSTP Funding (ACTC)	-	41,400	-	-	-
480001 - Interest Earnings	-	4,642	8,700	7,500	8,000
<i>Total:</i>	<u>\$ 57,164</u>	<u>111,517</u>	<u>74,330</u>	<u>75,842</u>	<u>78,738</u>
Expenditures:					
731000 - Electricity	\$ 12,144	13,444	13,892	15,000	15,000
802000 - Capital Projects	-	-	8,365	32,000	150,000
7XXXX - Transfers Out - General Fund Streets	-	-	66,670	-	-
<i>Total:</i>	<u>\$ 12,144</u>	<u>13,444</u>	<u>88,927</u>	<u>47,000</u>	<u>165,000</u>
Excess (deficit) of revenues over expenditures	\$ 45,020	98,073	(14,597)	28,842	(86,262)
Beginning Fund Balance	\$ 140,227	185,247	283,320	268,723	297,565
Ending Fund Balance	<u>\$ 185,247</u>	<u>283,320</u>	<u>268,723</u>	<u>297,565</u>	<u>211,303</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
802000 - Equipment	\$ -	-	-	32,000	-
740500 - Nissan Frontier	-	-	8,365	-	-
XXXXX - Old Sacramento St Rehabilitation	-	-	-	-	150,000
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>8,365</u>	<u>32,000</u>	<u>150,000</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Supplemental Law Enforcement (COPS Grant) Fund (Fund 11)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
471001 - COPS Program (SLESF)	\$ 165,271	187,635	194,663	201,537	202,000
480001 - Interest Earnings	-	-	-	-	-
<i>Total:</i>	<u>\$ 165,271</u>	<u>187,635</u>	<u>194,663</u>	<u>201,537</u>	<u>202,000</u>
Expenditures:					
768200 - COPS Expense - Contract	\$ 46,065	61,183	69,048	322,031	292,630
768210 - Dispatch Services	28,935	38,817	30,952	-	-
768220 - Front-Line LE Requests (Capital)	-	206,139	-	-	-
<i>Total:</i>	<u>\$ 75,000</u>	<u>306,139</u>	<u>100,000</u>	<u>322,031</u>	<u>292,630</u>
Excess (deficit) of revenues over expenditures	\$ 90,271	(118,504)	94,663	(120,494)	(90,630)
Beginning Fund Balance	\$ 303,220	393,491	274,987	369,650	249,156
Ending Fund Balance	<u>\$ 393,491</u>	<u>274,987</u>	<u>369,650</u>	<u>249,156</u>	<u>158,526</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
768220 - Traffic Radar	\$ -	-	-	-	-
768220 - Plymouth Patrol Vehicles	-	206,139	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>206,139</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Local Transportation Commission Fund (Fund 13)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
470302 - Local Transporation (LTF) Funding	\$ -	-	-	-	-
480001 - Interest Earnings	-	1,012	1,500	1,500	1,500
<i>Total:</i>	<u>\$ -</u>	<u>1,012</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>
Expenditures:					
XXXXXX - Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	1,012	1,500	1,500	1,500
Beginning Fund Balance	\$ 49,073	49,073	50,085	51,585	53,085
Ending Fund Balance	<u>\$ 49,073</u>	<u>50,085</u>	<u>51,585</u>	<u>53,085</u>	<u>54,585</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Recycling Grant Fund (Fund 61)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
472001 - State Gants (Recycling Funds)	\$ -	5,000	-	-	5,000
480001 - Interest Earnings	-	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>5,000</u>	<u>-</u>	<u>-</u>	<u>5,000</u>
Expenditures:					
770800 - Recycling Grant Expenditures	\$ 1,424	5,000	-	-	-
<i>Total:</i>	<u>\$ 1,424</u>	<u>5,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ (1,424)	-	-	-	5,000
Beginning Fund Balance	\$ 826	(598)	(598)	(598)	(598)
Ending Fund Balance	<u>\$ (598)</u>	<u>(598)</u>	<u>(598)</u>	<u>(598)</u>	<u>4,402</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
HOME Grant Fund (Fund 62)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
472001 - State Gants (HCD Funding)	\$ -	-	-	-	-
480001 - Interest Earnings	-	775	1,100	1,100	1,100
<i>Total:</i>	<u>\$ -</u>	<u>775</u>	<u>1,100</u>	<u>1,100</u>	<u>1,100</u>
Expenditures:					
XXXXXX - Loans Provided	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	775	1,100	1,100	1,100
Beginning Fund Balance	\$ 37,607	37,607	38,382	39,482	40,582
Ending Fund Balance	<u>\$ 37,607</u>	<u>38,382</u>	<u>39,482</u>	<u>40,582</u>	<u>41,682</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
CDBG Grant Fund (Fund 63)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
472001 - State Gants (HCD Funding)	\$ -	-	268,657	-	12,728
480001 - Interest Earnings	-	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>268,657</u>	<u>-</u>	<u>12,728</u>
Expenditures:					
770801 - CDBG CV Expenditures	\$ -	-	-	-	-
770801 - CDBG CV - Fire Station Improvements	-	263,334	52,109	-	-
<i>Total:</i>	<u>\$ -</u>	<u>263,334</u>	<u>52,109</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	(263,334)	216,548	-	12,728
Beginning Fund Balance	\$ 34,058	34,058	(229,276)	(12,728)	(12,728)
Ending Fund Balance	<u>\$ 34,058</u>	<u>(229,276)</u>	<u>(12,728)</u>	<u>(12,728)</u>	<u>-</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
Fire Station Project	\$ -	263,334	52,109	-	-
<i>Total:</i>	<u>\$ -</u>	<u>263,334</u>	<u>52,109</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Community Transportation Impact Study Fund (Fund 64)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Study Revenues	\$ -	-	-	-	-
480001 - Interest Earnings	-	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
XXXXXX - Study Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	-	-	-	-
Beginning Fund Balance	\$ (104,130)	(104,130)	(104,130)	(104,130)	(104,130)
Ending Fund Balance	<u>\$ (104,130)</u>	<u>(104,130)</u>	<u>(104,130)</u>	<u>(104,130)</u>	<u>(104,130)</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Housing Rehab Welfare-to-Work Fund (Fund 65)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Grant Revenues	\$ -	-	-	-	-
480001 - Interest Earnings	-	2,862	4,400	4,500	4,500
<i>Total:</i>	<u>\$ -</u>	<u>2,862</u>	<u>4,400</u>	<u>4,500</u>	<u>4,500</u>
Expenditures:					
XXXXXX - Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	2,862	4,400	4,500	4,500
Beginning Fund Balance	\$ 138,793	138,793	141,655	146,055	150,555
Ending Fund Balance	<u>\$ 138,793</u>	<u>141,655</u>	<u>146,055</u>	<u>150,555</u>	<u>155,055</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
FEMA Grant Fund (Fund 66)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Grant Revenues	\$ -	-	-	-	-
480001 - Interest Earnings	-	-	-	-	-
4XXXX - Transfers in - Fund 67	-	-	-	-	54,298
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>54,298</u>
Expenditures:					
XXXXXX - Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	-	-	-	54,298
Beginning Fund Balance	\$ (54,298)	(54,298)	(54,298)	(54,298)	(54,298)
Ending Fund Balance	<u>\$ (54,298)</u>	<u>(54,298)</u>	<u>(54,298)</u>	<u>(54,298)</u>	<u>-</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
CDA Arroyo Ditch Fund (Fund 67)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXX - Program Revenues	\$ -	-	-	-	-
480001 - Interest Earnings	-	1,367	2,100	2,100	2,100
<i>Total:</i>	<u>\$ -</u>	<u>1,367</u>	<u>2,100</u>	<u>2,100</u>	<u>2,100</u>
Expenditures:					
XXXXX - Expenditures	\$ -	-	-	-	-
7XXXX - Transfers Out - Fund 66	-	-	-	-	54,298
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>54,298</u>
Excess (deficit) of revenues over expenditures	\$ -	1,367	2,100	2,100	(52,198)
Beginning Fund Balance	\$ 66,311	66,311	67,678	69,778	71,878
Ending Fund Balance	<u>\$ 66,311</u>	<u>67,678</u>	<u>69,778</u>	<u>71,878</u>	<u>19,680</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Redevelopment Project Fund (Fund 68)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
472001 - Proposition 68 State Grant	\$ -	-	-	177,000	-
480001 - Interest Earnings	-	421	-	-	-
4XXXX - Transfers in from Fund 02	-	-	-	78,013	
<i>Total:</i>	<u>\$ -</u>	<u>421</u>	<u>-</u>	<u>255,013</u>	<u>-</u>
Expenditures:					
770800 - Program Expenditures - McGee Park	\$ -	1,800	260,968	13,539	-
<i>Total:</i>	<u>\$ -</u>	<u>1,800</u>	<u>260,968</u>	<u>13,539</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	(1,379)	(260,968)	241,474	-
Beginning Fund Balance	\$ 20,873	20,873	19,494	(241,474)	-
Ending Fund Balance	<u>\$ 20,873</u>	<u>19,494</u>	<u>(241,474)</u>	<u>-</u>	<u>-</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
McGee Park Project	\$ -	1,800	260,968	13,539	-
<i>Total:</i>	<u>\$ -</u>	<u>1,800</u>	<u>260,968</u>	<u>13,539</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Special Events - 49er Day Trust Fund (Fund 82)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Program Revenues	\$ -	-	-	-	-
480001 - Interest Earnings	-	-	-	-	-
<i>Total:</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
XXXXXX - Program Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	-	-	-	-
Beginning Fund Balance	\$ 8,056	8,056	8,056	8,056	8,056
Ending Fund Balance	<u>\$ 8,056</u>	<u>8,056</u>	<u>8,056</u>	<u>8,056</u>	<u>8,056</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

SPECIAL REVENUE

FUNDS

IMPACT FEES

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
General / Administrative Impact Fee Fund (Fund 20)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460711 - Admin Facilities Impact Fees	\$ 29,280	-	-	1,994	-
460712 - Museum Impact Fees	2,890	-	-	197	-
460713 - Library Impact Fees	9,370	-	-	638	-
460714 - Corporation Yard Impact Fees	12,290	-	-	837	-
480001 - Interest Earnings	-	9,517	14,700	15,000	15,000
<i>Total:</i>	<u>\$ 53,830</u>	<u>9,517</u>	<u>14,700</u>	<u>18,666</u>	<u>15,000</u>
Expenditures:					
XXXXX - Program Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ 53,830	9,517	14,700	18,666	15,000
Beginning Fund Balance	\$ 407,707	461,537	471,054	485,754	504,420
Ending Fund Balance	<u>\$ 461,537</u>	<u>471,054</u>	<u>485,754</u>	<u>504,420</u>	<u>519,420</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Streets Impact Fee Fund (Fund 21)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460701 - Development Impact Fees	\$ 56,050	3,248	-	9,921	-
480001 - Interest Earnings	-	9,737	15,100	15,100	15,500
<i>Total:</i>	<u>\$ 56,050</u>	<u>12,985</u>	<u>15,100</u>	<u>25,021</u>	<u>15,500</u>
Expenditures:					
XXXXXX - Program Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ 56,050	12,985	15,100	25,021	15,500
Beginning Fund Balance	\$ 415,315	471,365	484,350	499,450	524,471
Ending Fund Balance	<u>\$ 471,365</u>	<u>484,350</u>	<u>499,450</u>	<u>524,471</u>	<u>539,971</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
Locust / Mill / Poplar Enhancements	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Fire Impact Fee Fund (Fund 22)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460701 - Development Impact Fees	\$ 29,140	-	-	1,984	-
480001 - Interest Earnings	-	5,245	8,100	8,100	8,300
Total:	\$ 29,140	5,245	8,100	10,084	8,300
Expenditures:					
XXXXXX - Program Expenditures	\$ -	-	-	-	-
Total:	\$ -	-	-	-	-
Excess (deficit) of revenues over expenditures	\$ 29,140	5,245	8,100	10,084	8,300
Beginning Fund Balance	\$ 225,226	254,366	259,611	267,711	277,795
Ending Fund Balance	\$ 254,366	259,611	267,711	277,795	286,095

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
Total:	\$ -	-	-	-	-

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Police Impact Fee Fund (Fund 23)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460701 - Development Impact Fees	\$ 3,210	-	-	219	-
480001 - Interest Earnings	-	556	800	800	825
Total:	\$ 3,210	556	800	1,019	825
Expenditures:					
XXXXXX - Program Expenditures	\$ -	-	-	-	-
Total:	\$ -	-	-	-	-
Excess (deficit) of revenues over expenditures	\$ 3,210	556	800	1,019	825
Beginning Fund Balance	\$ 23,760	26,970	27,526	28,326	29,345
Ending Fund Balance	\$ 26,970	27,526	28,326	29,345	30,170

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
Total:	\$ -	-	-	-	-

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
AB-1600 Impact Fee Project Fund (Fund 24)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460701 - Development Impact Fees	\$ 3,680	-	-	251	-
<i>Total:</i>	<u>\$ 3,680</u>	<u>-</u>	<u>-</u>	<u>251</u>	<u>-</u>
Expenditures:					
XXXXX - Program Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ 3,680	-	-	251	-
Beginning Fund Balance	\$ (26,602)	(22,922)	(22,922)	(22,922)	(22,671)
Ending Fund Balance	<u>\$ (22,922)</u>	<u>(22,922)</u>	<u>(22,922)</u>	<u>(22,671)</u>	<u>(22,671)</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

CAPITAL PROJECTS

FUNDS

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
General Plan Update Fund (Fund 25)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460202 - Long Range Planning Fee	\$ 3,927	-	-	267	-
Total:	<u>\$ 3,927</u>	<u>-</u>	<u>-</u>	<u>267</u>	<u>-</u>
Expenditures:					
XXXXX - Program Expenditures	\$ -	-	-	-	-
Total:	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ 3,927	-	-	267	-
Beginning Fund Balance	\$ (273,351)	(269,424)	(269,424)	(269,424)	(269,157)
Ending Fund Balance	<u>\$ (269,424)</u>	<u>(269,424)</u>	<u>(269,424)</u>	<u>(269,157)</u>	<u>(269,157)</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
Total:	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Shenandoah Fiddletown Road Capital Projects Fund (Fund 31)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
460202 - Long Range Planning Fee	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
763000 - Engineering - Waterline Project	\$ 4,809	112	-	-	-
<i>Total:</i>	<u>\$ 4,809</u>	<u>112</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ (4,809)	(112)	-	-	-
Beginning Fund Balance	\$ (82,649)	(87,458)	(87,570)	(87,570)	(87,570)
Ending Fund Balance	<u>\$ (87,458)</u>	<u>(87,570)</u>	<u>(87,570)</u>	<u>(87,570)</u>	<u>(87,570)</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
Shennandoah Fiddletown Rd Waterline	\$ 4,809	112	-	-	-
<i>Total:</i>	<u>\$ 4,809</u>	<u>112</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
State Route 49 / Main Street Intersection Capital Projects Fund (Fund 32)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
472001 - State Grants	\$ 126,036	(6,367)	-	-	-
480001 - Interest Earnings	-	525	700	700	-
<i>Total:</i>	<u>\$ 126,036</u>	<u>(5,842)</u>	<u>700</u>	<u>700</u>	<u>-</u>
Expenditures:					
XXXXX - Project Expenditures	\$ -	-	-	-	-
7XXXX - Transfers Out - Fund 34	-	-	-	-	27,386
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>27,386</u>
Excess (deficit) of revenues over expenditures	\$ 126,036	(5,842)	700	700	(27,386)
Beginning Fund Balance	\$ (94,208)	31,828	25,986	26,686	27,386
Ending Fund Balance	<u>\$ 31,828</u>	<u>25,986</u>	<u>26,686</u>	<u>27,386</u>	<u>-</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Miwok Indian Project Fund (Fund 33)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Reimbursements	\$ -	-	-	85,593	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>85,593</u>	<u>-</u>
Expenditures:					
762000 - City Attorney - Casino Project	\$ -	16,035	42,617	8,173	-
763000 - Engineering - Casino Project		3,334	13,508	407	-
463100 - Engineer Reimb Costs - Casino Project		579	940	-	-
<i>Total:</i>	<u>\$ -</u>	<u>19,948</u>	<u>57,065</u>	<u>8,580</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	(19,948)	(57,065)	77,013	-
Beginning Fund Balance	\$ -	-	(19,948)	(77,013)	-
Ending Fund Balance	<u>\$ -</u>	<u>(19,948)</u>	<u>(77,013)</u>	<u>-</u>	<u>-</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
Casino Project	\$ -	19,948	57,065	8,580	-
<i>Total:</i>	<u>\$ -</u>	<u>19,948</u>	<u>57,065</u>	<u>8,580</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Safe Routes to School Project Fund (Fund 34)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Reimbursements	\$ -	-	-	-	-
4XXXXX - Transfers In - Fund 32	-	-	-	-	27,386
<i>Total:</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>27,386</u>
Expenditures:					
763000 - Engineering - SRTS Project	\$ -	-	-	-	-
770900 - Administrative Costs - SRTS Project	-	-	-	-	-
<i>Total:</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	-	-	-	27,386
Beginning Fund Balance	\$ (509,183)	(509,183)	(509,183)	(509,183)	(509,183)
Ending Fund Balance	<u>\$ (509,183)</u>	<u>(509,183)</u>	<u>(509,183)</u>	<u>(509,183)</u>	<u>(481,797)</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
Safe Routes to Schools Project	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Lodge Hill Capital Project Fund (Fund 83)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Revenues	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
761000 - Contract Expenditures	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficit) of revenues over expenditures	\$ -	-	-	-	-
Beginning Fund Balance	\$ 14,541	14,541	14,541	14,541	14,541
Ending Fund Balance	<u>\$ 14,541</u>	<u>14,541</u>	<u>14,541</u>	<u>14,541</u>	<u>14,541</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

**COMMUNITY
FACILITY DISTRICT
FUNDS**

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Zinfandel Ridge Community Facilities District Fund (Fund 80)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
400901 - CFD 2016-01	\$ 101,445	114,704	133,813	132,604	132,604
499000 - Transfers In (Prior Year Revenue)	-	-	-	-	-
480001 - Interest	-	2,877	4,500	5,000	4,000
<i>Total:</i>	<u>\$ 101,445</u>	<u>117,581</u>	<u>138,313</u>	<u>137,604</u>	<u>136,604</u>
Expenditures:					
769000 - CFD Admin Costs	\$ 5,045	4,086	3,850	5,000	-
721100 - Gasoline / Fuel	-	112	552	-	-
722100 - Chemicals	-	215	-	-	-
731000 - Electricity	237	358	384	310	400
732000 - Communications	907	-	-	-	-
740100 - Building & Grounds Maintenance	22,398	20,134	15,244	74,793	75,000
740500 - Maintenance Supplies	-	266	211	10	300
740700 - Equipment Mtc & Repairs	78	58	1,567	2,000	2,000
740800 - Permits	-	-	-	-	-
761000 - Contract Costs	-	-	3,843	-	-
762000 - City Attorney	-	8,446	7,136	-	-
763000 - Engineering	-	-	1,124	59,639	-
770400 - Water Utility Billing	6,780	5,794	6,610	7,500	7,500
802000 - Equipment	-	263	-	-	-
701000 - Public Works / Admin Staff Charges	4,080	22,705	19,800	11,000	11,000
Transfers Out to Public Safety Fund (Fund 81)					
<i>Total:</i>	<u>\$ 39,525</u>	<u>62,437</u>	<u>60,321</u>	<u>160,252</u>	<u>96,200</u>
Excess (deficit) of revenues over expenditures	\$ 61,920	55,144	77,992	(22,648)	40,404
Beginning Fund Balance	\$ 113,112	175,032	230,176	308,168	285,520
Ending Fund Balance	<u>\$ 175,032</u>	<u>230,176</u>	<u>308,168</u>	<u>285,520</u>	<u>325,924</u>

Capital Expenditure Detail

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

City of Plymouth
Fiscal Year 2026-27 Proposed Budget
Zinfandel Ridge Community Facilities District - Public Safety Fund (Fund 81)

	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Revenues:					
XXXXXX - Revenues	\$ 48,645	61,656	64,307	69,288	69,288
Transfer in from Operating Fund (Fund 80)	-	-	-	-	-
480001 - Interest	-	4,882	7,500	7,500	6,500
<i>Total:</i>	<u>\$ 48,645</u>	<u>66,538</u>	<u>71,807</u>	<u>76,788</u>	<u>75,788</u>
Expenditures:					
XXXXXX - Public Safety Contract Costs	\$ -	-	64,307	80,000	80,000
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>64,307</u>	<u>80,000</u>	<u>80,000</u>
Excess (deficit) of revenues over expenditures	\$ 48,645	66,538	7,500	(3,212)	(4,212)
Beginning Fund Balance	\$ 117,064	165,709	232,247	239,747	236,535
Ending Fund Balance	<u>\$ 165,709</u>	<u>232,247</u>	<u>239,747</u>	<u>236,535</u>	<u>232,323</u>

Capital Expenditure Detail					
	ESTIMATED ACTUAL FY 2022-23	ESTIMATED ACTUAL FY 2023-24	ESTIMATED FY 2024-25	ESTIMATED FY 2025-26	PROPOSED BUDGET FY 2026-27
Capital Expenditures					
	\$ -	-	-	-	-
<i>Total:</i>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

RESOLUTION NO. 2026-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH ADOPTING THE BUDGET FOR THE CITY FOR THE FISCAL YEAR JULY 1, 2026, THROUGH JUNE 30, 2027, AND PROVIDING FOR THE APPROPRIATIONS AND EXPENDITURES OF ALL SUMS SET FORTH THEREIN

WHEREAS, the City Manager has submitted to the City Council of the City of Plymouth a Fiscal Year July 1, 2026, through June 30, 2027, Proposed Budget; and

WHEREAS, after discussion the proposed budget at the meeting on August 27, 2026, the City Council has approved the same; and

WHEREAS, it is the intention of the Council to adopt the proposed budget as submitted by the City Manager.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Plymouth as follows:

1. That certain document referred to as "The City of Plymouth Budget Fiscal Year 2026-27" and all schedules, exhibits and policies contained therein, presented by the City Manager is hereby adopted and the appropriations for the annual budget of the City of Plymouth for the fiscal year beginning on July 1, 2026, and ending of June 30, 2027, are hereby adopted; and
2. That the amounts stated in the proposed budget shall become and thereafter be appropriated to the offices, departments, activities, objects, and purposes stated therein and said monies are hereby authorized to be expended for the purposes and objects specified in said budget; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds provided the total appropriated within each major fund is not exceeded.

THE FOREGOING RESOLUTION was duly introduced and passed at a meeting of the City Council of the City of Plymouth held on the 27th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Don Nunn, Mayor

ATTEST:

Victoria McHenry, City Clerk

7.2



CITY COUNCIL AGENDA ITEM NO. 7.2
08/27/2026

TITLE: **DISCUSSION AND POSSIBLE ACTION TO ADOPT
RESOLUTION 2026-18 ESTABLISHING NO PARKING ON BOTH
SIDES OF GUNTER WAY BETWEEN MAIN STREET AND LANDRUM
STREET.**

DEPARTMENT: **PUBLIC WORKS**

STAFF: **CAMERON BEGBIE, CITY MANAGER**

BACKGROUND

Gunter Way is a City street extending between Main Street and Landrum Street. The roadway is narrow, and vehicles parked along either side can reduce the clear width available for through traffic. Maintaining sufficient unobstructed roadway width is particularly important for fire engines, ambulances, law-enforcement vehicles, and other emergency-response apparatus.

The proposed action would establish a permanent no-parking restriction on both sides of Gunter Way for the entire street segment between its intersection with Main Street and its intersection with Landrum Street. The restriction is intended to preserve emergency access and promote the safe and orderly movement of vehicles through the corridor.

California Vehicle Code section 22507 authorizes a local authority, by ordinance or resolution, to prohibit or restrict parking on designated streets or portions of streets. Except for alleys, a locally established restriction does not become enforceable until signs or markings giving adequate notice have been installed.

Plymouth Municipal Code section 10.26.010 provides that the City Council may designate, by resolution, no parking, limited parking, or restricted parking on City streets. Municipal Code section 10.26.020 requires compliance with official parking signs and curb markings. Chapter 10.27 also establishes citywide parking restrictions based on paved roadway width; those existing restrictions would remain in effect and would not be limited by the proposed resolution.

The attached resolution designates both sides of Gunter Way between Main Street and Landrum Street as No Parking at All Times. If adopted, the resolution directs the Public Works Superintendent, or the Superintendent's designee, to install and maintain official regulatory signs and any consistent curb markings necessary to



CITY COUNCIL AGENDA ITEM NO. 7.2

08/27/2026

provide adequate notice. The restriction would become enforceable after the required signs or markings are installed.

Staff recommends the permanent restriction because parked vehicles can narrow the usable travel way and delay, obstruct, or prevent safe passage by emergency-response apparatus. Keeping both sides of this segment clear will provide a more reliable access route for emergency services and improve traffic circulation for residents, service vehicles, and the traveling public.

ENVIRONMENTAL DETERMINATION

Adoption and implementation of the resolution are exempt from the California Environmental Quality Act under CEQA Guidelines section 15301 as a minor alteration in the operation of an existing public street involving no expansion of use. The action is also covered by CEQA Guidelines section 15061(b)(3) because the parking restriction will not cause a significant effect on the environment.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution designating both sides of Gunter Way between Main Street and Landrum Street as No Parking at All Times and directing the Public Works Superintendent, or the Superintendent's designee, to install and maintain official signs and any consistent curb markings necessary to provide adequate notice of the restriction.

ATTACHMENT

1. Resolution 2026-18

**CITY OF PLYMOUTH
COUNTY OF AMADOR, STATE OF CALIFORNIA
RESOLUTION NO. 2026-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH DESIGNATING BOTH
SIDES OF GUNTER WAY BETWEEN MAIN STREET AND LANDRUM STREET AS NO
PARKING AT ALL TIMES**

WHEREAS, California Vehicle Code section 22507 authorizes a local authority, by ordinance or resolution, to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or portions of streets during all or certain hours, provided that, except for alleys, the restriction does not apply until signs or markings giving adequate notice have been placed; and

WHEREAS, Plymouth Municipal Code section 10.26.010 provides that the City Council may designate, by resolution, no parking, limited parking, or restricted parking on City streets; and

WHEREAS, Plymouth Municipal Code sections 10.26.020 and 10.26.030 require compliance with official parking signs and curb markings and prohibit stopping, standing, or parking adjacent to a curb painted red; and

WHEREAS, Gunter Way is a City street extending between Main Street and Landrum Street; and

WHEREAS, the City Council has considered the roadway width, the effect of vehicles parked along the roadway, and the need to maintain a clear and unobstructed travel path for fire engines, ambulances, law-enforcement vehicles, and other emergency-response apparatus; and

WHEREAS, the City Council finds that vehicles parked on either side of Gunter Way can reduce the usable roadway width and can delay, obstruct, or prevent safe passage by emergency-response apparatus and other vehicles; and

WHEREAS, the City Council finds that prohibiting parking on both sides of Gunter Way between Main Street and Landrum Street is reasonable and necessary to protect public health and safety, maintain emergency access, and preserve the safe and orderly movement of traffic.

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

SECTION 1. Findings. The foregoing recitals are true and correct, are adopted as findings of the City Council, and are incorporated into this Resolution by this reference.

SECTION 2. Permanent No-Parking Designation. Pursuant to California Vehicle Code section 22507 and Plymouth Municipal Code section 10.26.010, both sides of Gunter Way, for the entire street segment between its intersection with Main Street and its intersection with Landrum Street, are designated as No Parking at All Times.

SECTION 3. Signs and Markings. The Public Works Superintendent, or the Superintendent's designee, is directed to install and maintain official regulatory signs and any consistent curb markings necessary to give adequate notice of the restriction established by Section 2. Signs and markings shall conform to applicable law and traffic-control standards. This Resolution authorizes implementation of the Council's designation; it does not delegate to staff the authority to enlarge or materially alter the designated area or restriction.

SECTION 4. Effective and Enforceable Date. This Resolution shall take effect immediately upon adoption. Consistent with California Vehicle Code section 22507, the parking prohibition established by Section 2 shall become enforceable only after adequate official signs or markings have been installed.

SECTION 5. Enforcement. The parking restriction may be enforced as authorized by the California Vehicle Code and the Plymouth Municipal Code. Nothing in this Resolution limits any parking, stopping, or standing prohibition that applies independently under state or local law.

SECTION 6. California Environmental Quality Act. The City Council finds that adoption and implementation of this Resolution are exempt from the California Environmental Quality Act under CEQA Guidelines section 15301 because the action consists of a minor alteration in the operation of an existing public street involving no expansion of existing or former use. The action is also covered by CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that the parking restriction will not cause a significant effect on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 8. Certification. The City Clerk shall certify to the adoption of this Resolution and shall maintain it with the official records of the City.

PASSED AND ADOPTED by the City Council of the City of Plymouth at a regular meeting held on August 27, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, City of Plymouth

ATTEST:

City Clerk

7.3



CITY COUNCIL AGENDA ITEM NO. 7.3
08/27/2026

SUBJECT: **DISCUSSION AND POSSIBLE ACTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A 20- TO 30-FOOT REAL CHRISTMAS TREE FOR THE CITY OF PLYMOUTH'S ANNUAL COMMUNITY CHRISTMAS CELEBRATION**

DEPARTMENT: **CITY MANAGER'S OFFICE**

STAFF: **CAMERON BEGBIE, CITY MANAGER**

BACKGROUND

A 20- to 30-foot real Christmas tree would create a welcoming centerpiece for Plymouth's annual Christmas celebration and provide a traditional gathering place for residents, families, and visitors. The tree would enhance the community tree-lighting ceremony, support holiday activities in the park, and help create a tradition that reflects Plymouth's small-town character and community spirit.

Staff will select an appropriate tree and installation location based on safety, access, utilities, visibility, and pedestrian circulation. The tree will be professionally secured using a suitable ground sleeve, engineered support, bracing, or other approved method. Staff will also work with property owners, tree farms, local businesses, contractors, service organizations, and residents to seek a donated or discounted tree, equipment, materials, sponsorships, and volunteer assistance. These partnerships could substantially reduce the City's actual cost while making the project a community-wide effort.

FISCAL IMPACT

The following preliminary estimates reflect potential costs before donations, sponsorships, volunteer labor, or in-kind assistance. Actual costs will depend on the selected tree, site conditions, transportation, equipment needs, and community support.



CITY COUNCIL AGENDA ITEM NO. 7.3
08/27/2026

Potential Cost Item	Preliminary Range
Purchase or harvesting of a 20- to 30-foot real tree	\$1,500-\$4,000
Transportation and delivery to Plymouth	\$1,000-\$3,000
Crane, bucket truck, rigging, and installation assistance	\$1,500-\$3,500
Ground sleeve, engineered support, bracing, or site preparation	\$2,000-\$5,000
Electrical service, GFCI protection, controls, and weather-rated connections, if needed	\$0-\$4,000
Commercial-grade reusable LED lights, topper, ornaments, cords, and timers	\$1,500-\$4,000
Contingency	\$1,000-\$2,000
Season-end cutting, removal, and disposal by City staff	\$0 external cost

Staff recommends authorization of an amount not to exceed \$18,500. Permit and internal administrative costs, if any, will be absorbed by the City and will not be charged to the project. Staff will seek donations, sponsorships, discounts, volunteer labor, and in-kind equipment before committing City funds.

Much of the inaugural-year expense is a one-time investment. Commercial-grade lights, ornaments, the topper, timers, cords, and approved anchoring or electrical improvements can be reused in future years, reducing annual costs. City Public Works staff will cut, remove, and dispose of the tree after the season, avoiding an estimated \$500-\$1,500 in outside removal costs.

RECOMMENDATION

Recommendation: Staff recommends that the City Council authorize the City Manager to purchase and arrange for the transportation, safe installation, lighting, and decoration of a 20- to 30-foot real Christmas tree in an amount not to exceed \$18,500; accept appropriate donations, sponsorships, discounted services, and volunteer assistance; and reduce the City's net cost through community partnerships and reuse of inaugural-year materials and improvements.

7.4



CITY COUNCIL AGENDA ITEM NO. 7.4
08/27/2026

SUBJECT: **DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE A TRANSFER OF UP TO \$150,000 FROM THE COMMUNITY BENEFIT CONTRIBUTION FUND (FUND 05) TO THE WATER ENTERPRISE FUND FOR REPAYMENT OF THE CITY'S OUTSTANDING LOAN WITH THE COUNTY OF AMADOR.**

DEPARTMENT: **CITY MANAGER'S OFFICE**

STAFF: **CAMERON BEGBIE, CITY MANAGER**

BACKGROUND

In 2017, the City entered into a \$150,000 loan agreement with the County of Amador for the benefit of the Water Enterprise Fund. Interest was deferred for five years; thereafter, the outstanding principal bears interest at one percent (1%) above the Local Agency Investment Fund (LAIF) rate.

The City did not make payments on the loan for several years despite multiple delinquency notices. The City Manager later addressed the Amador County Board of Supervisors, affirmed the City's intent to repay the obligation, and advised that the City anticipated making a substantial payment by July 1, 2026 through the FY 2026/27 budget. The County has remained cooperative and accommodating while the City works toward repayment.

Staff requests authority to transfer up to \$150,000 from the Community Benefit Contribution Fund (Fund 05) to the Water Enterprise Fund only if further delay in adoption of the FY 2026/27 budget prevents timely repayment. The transfer would allow the City to satisfy the County obligation and limit additional interest.

The projected deficit in the FY 26/27 budget shows to be just over \$400,000 and cannot support the loan payment without the requested fund transfer. The City's Financial Director, Andy Heath, was notified on the matter.

According to the loan documents, repayment must be made from the Water Fund.

FISCAL IMPACT

If required, up to \$150,000 would be transferred from Fund 05 to the Water Enterprise Fund and applied to the County loan. The County's final payoff amount,



CITY COUNCIL AGENDA ITEM NO. 7.4
08/27/2026

including any accrued interest, will be verified before payment. If the FY 2026/27 budget is adopted in time to make the planned payment without this transfer, no transfer from Fund 05 will occur.

RECOMMENDATION

Recommendation: Staff recommends that the City Council authorize, only if necessary due to further delay in adoption of the FY 2026/27 budget, a transfer of up to \$150,000 from the Community Benefit Contribution Fund (Fund 05) to the Water Enterprise Fund for repayment of the County loan; authorize any necessary budget amendment and accounting entries; and condition the transfer on confirmation that Fund 05 monies are legally available and verification of the County's final payoff amount.

Any interest forgiveness on behalf of the County will not be known until after the principal is paid off when the City can make the request.

ATTACHMENT(S)

1. Agenda Transmittal Form
2. Agreement for Loan and its Repayment
3. Interest Accrual through end of June 2025.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 03/24/2017

From: Greg Gillott, County Counsel
(Department Head - please type)

Phone Ext. x470

Regular Agenda
Consent Agenda
Blue Slip
Closed Session
Meeting Date Requested:
03/28/2017

Department Head Signature

Agenda Title: City of Plymouth

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Discussion and possible action relative to a request by the City of Plymouth for a grant from the Amador County Water Supply Fund in the approximate amount of \$150,000 to cover the City's portion of the matching share required by Cal OES for repairs needed on the Arroyo Ditch due to the Sand Fire. (Previously heard by the Board on October 25, 2016)

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name

Committee Recommendation:

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Request Reviewed by:

Chairman

Counsel

Auditor

GSA Director

CAO

Risk Management

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

City of Plymouth, Auditor

FOR CLERK USE ONLY

Meeting Date

Time

Item #

Board Action: Approved Yes No

Unanimous Vote: Yes No

Ayes:

Resolution

Ordinance

Other:

Noes:

Resolution

Ordinance

Absent:

Comments:

Sent to City of Plymouth for signature 4-18-17 JB

Distributed on

Completed by

A new ATF is required from

Department
For meeting
of

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST:

Clerk or Deputy Board Clerk

Save

Print Form

AGREEMENT FOR LOAN AND ITS REPAYMENT

THIS AGREEMENT FOR LOAN AND ITS REPAYMENT (this "Agreement") is entered into as of March 28, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County"), and the City of Plymouth, a municipal corporation of the State of California ("City").

RECITALS

A. The City is the owner of the Arroyo Ditch, an 18-mile long water conveyance system conveying water from the Consumnes River to the City and certain associated water rights on the Consumnes River. The Arroyo Ditch is used as a part of the municipal water system for the City. The Arroyo Ditch suffered significant damage as a consequence of the Sand Fire in July 2014. The City has been awarded up to \$1.2 Million Dollars in California Disaster Assistance Grant Funds to repair the damage to the Arroyo Ditch caused by the Sand Fire in July 2014. The necessary repairs to the Arroyo Ditch are hereafter referred to as (the "Project").

B. As a condition of the award of Grant Funds, the City must commit a certain amount of matching funds towards the Project.

C. The County maintains a revolving Water Supply Fund (formerly the "Amador County Water Development Sinking Fund") in order to support the development of a wide range of water and wastewater related projects, which would include the proposed Project.

D. The City is requesting a loan from the County's Water Supply fund to cover a portion of the required matching funds, and County desires to make such a loan to the City, in accordance with the terms more particularly set forth below.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. LOAN. County hereby agrees to loan to the City the amount of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000) from the Water Supply Fund (the "Loan") for the Project. Upon execution of this Agreement by both parties, County will deliver a check to the City for the full loan amount.

2. INTEREST. The outstanding principal amount of the Loan shall bear no interest for the first five (5) years after its distribution to the City. Thereafter, the outstanding principal shall bear interest at 1% over the Local Agency Investment Fund ("LAIF") rate then in effect per annum, beginning five (5) years from the date of distribution until repaid in full. Interest will be calculated on the basis of a year of 365 days and charged for the actual number of days that principal is outstanding.

i. **Nonpayment.** The City's failure to make payments pursuant to this Agreement.

ii. **Failure to Perform.** The City's failure, neglect or refusal to perform any promise, agreement, covenant or obligation contained in this Agreement, after any applicable cure periods.

g. **Declaring Default.** Whenever any Event of Default has occurred, other than a failure to pay any sums due, the County shall give written notice of default to the City. If the default is not cured within thirty (30) calendar days after the Date of Default (defined herein), or any extension approved in writing by the County, the County may enforce its rights and remedies under this Agreement. Any default that has occurred will be deemed to commence on the date that written notice of default is effective. In the event of a default in the payment of any payment when due, the City shall have ten (10) calendar days from the payment due date to cure such default, whether or not the County gives written notice. Any default that requires compliance with the law to cure, such as Proposition 218, shall be allowed the necessary time to cure so that the City may fully comply with such laws.

6. **COLLECTION COSTS.** Upon any default by the City, County shall be entitled to recover from the City all reasonable costs of collection and enforcement up to the date City cures such default, including without limitation reasonable attorneys' fees. All collection and enforcement costs, and all pre-judgment past due interest, shall bear interest at the rate set forth in this Agreement.

7. **TRANSACTION CHARACTERIZATION.** This Agreement is a contract to extend a financial accommodation for the benefit of the City. It is the intent of the parties hereto that the business relationship created by this Agreement is solely that of creditor and debtor and has been entered into by both parties in reliance upon the economic and legal bargains contained in the Agreement. None of the terms contained herein is intended, nor shall the same be deemed or construed, to create a partnership between the City and COUNTY, to make them joint venturers, to make the City an agent, legal representative, partner, subsidiary or employee of COUNTY, nor to make COUNTY in any way responsible for the debts, obligations or losses of the City.

8. **INCORPORATION OF AGREEMENTS AND AMENDMENTS.** This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged.

9. **TERM.** This Agreement shall take effect on the date first above-stated, and shall remain in effect until the City has fully repaid the Loan and accrued interest thereon, and any associated costs and charges.

3. USE OF FUNDS. The funds provided by the Loan shall be used for the sole purpose of providing the matching funds for the award of the Grant Funds and for completing the Project referenced in the Recitals.

4. QUARTERLY REPAYMENT OF LOAN. Beginning five (5) years from the date of distribution, the City shall repay the Loan to County in quarterly installments over a ten (10) year period, (including without limitation principal and accrued but unpaid interest) according to the repayment schedule attached and incorporated herein as Attachment A. It is understood between the parties that the City may request an additional five (5) year deferral to the start of the repayment period, and it is further understood that the County is under absolutely no obligation to grant any such further deferral of repayment.

5. REPAYMENT OBLIGATION. The parties acknowledge as follows:

- a. The City as a whole is obligated to repay the Loan, notwithstanding any individual default by the City's constituents or others in the payment to the City of fees, taxes, assessments, tolls, or other charges levied by the City, and the City shall provide for the punctual payment to County of all amounts as they become due under this Agreement.
- b. The City shall be obligated to repay the Loan only from the City's water fund. This obligation is not a general obligation of the City. The City agrees to undergo the process to raise rates as necessary to ensure repayment of the Loan, including proceedings required under Proposition 218.
- c. In the event of failure, neglect, or refusal of any officer of the City to undertake such proceedings as are necessary to provide for payment of amounts due under this Agreement, including proceedings to increase water rates, County may take such action in a court of competent jurisdiction as it deems necessary to compel the performance in their proper sequence of all duties relating to the levying of water rates and the payment of the money collected therefrom to the County. Action taken pursuant to this paragraph shall not deprive County of, or limit the application of, any other remedy provided by law or by this Agreement.
- d. Prepayment. The Loan or any portion of the outstanding principal balance due under this Agreement may be prepaid at any time, and from time to time, without penalty or premium.
- e. Security. The Loan shall be unsecured.
- f. Events of Default. Each of the following events will constitute an Event of Default ("Event of Default") under this Agreement:

10. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California.

11. SEVERABILITY. Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

12. AMENDMENTS. City and County reserve the right to amend this Agreement by mutual consent. It is mutually understood and agreed that no amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed and acknowledged and approved by both parties.

13. NON-LIABILITY OF CITY OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of the City shall be personally liable to the County, in the event of any default or breach by the City or for any amount which may become due under the terms of this Agreement.

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

COUNTY OF AMADOR

BY: Richard M. Forster
Richard M. Forster
Chairman, Board of Supervisors

CITY OF PLYMOUTH

BY: Jon Colburn
Mayor Jon Colburn

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
Gloria Stoddard, City Clerk

BY: Jennifer Burns

BY: Gloria Stoddard

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
City Attorney

BY: Gregory G. Gillott
Gregory G. Gillott, County Counsel

BY: Kate A. Cook
Kate A. Cook, City Attorney

\$150,000 Check Paid 5/9/2017

Update: The City of Plymouth did not request an extension. Thus, they are overdue and will accrue Interest as of 7/1/2022.

0.0001520548

				INTEREST		
INTEREST APPORT.	DAYS	DAILY \$	TOTAL \$	FACTOR	INTEREST	
				5.55%		LAIF Rate as of 6/30/22 = .75%
07/01/22 - 06/29/23	364	150,000.00	54,600,000.00	0.0000479452	2,617.81	
06/30/23 - 06/30/23	1	152,617.81	152,617.81	0.0000479452	7.32	
07/01/23 - 06/29/24	364	152,625.13	55,555,545.69	0.0001136986	6,316.59	LAIF Rate as of 6/30/23 = 3.15%
06/30/24 - 06/30/24	1	158,941.71	158,941.71	0.0001136986	18.07	
07/01/24 - 6/29/25	364	158,959.79	57,861,362.25	0.00015205479	8,798.10	LAIF Rate as of 6/30/24 = 4.55%
06/30/25 - 06/30/25	1	167,757.88	167,757.88	0.00015205479	25.51	
		167,783.39	-	0.00015205479	-	
					\$ 17,783.39	

0. *

 $5 \cdot 55 \div$

100. =

0.0555*

 $0.0555\div$ $365 \cdot =$

1.00015205479*

City of Plymouth
Loan Rec. & Accrued Interest
6/30/25



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND ☒
REMITTANCE ADVICE

Agency Name

AMADOR COUNTY

Account Number

99-03-000

As of 07/15/2024, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2024. ☒

Earnings Ratio

.00012419067099490

Interest Rate ☒

4.55% ☒

Dollar Day Total

\$

5,221,394,266.91

Quarter End Principal Balance

0 • *

55,885,820.25

Quarterly Interest Earned

4 • 55 +

648,448.46

1 • +

002

5 • 55 * +

5 • 55 ÷

100 • =

0 • 0555 * +

✓

0 • 0555 ÷

365 • =

0 • 00015205 * +

☒

7.5



CITY COUNCIL AGENDA ITEM 7.5

08/27/2026

SUBJECT: **DISCUSSION AND POSSIBLE ACTION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC., INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT TO \$300,000.**

DEPARTMENT: **CITY MANAGER'S OFFICE**

STAFF: **CAMERON BEGBIE, CITY MANAGER**

BACKGROUND

On November 1, 2023, the City entered into a Professional Services Agreement with 4LEAF, Inc. for on-call planning services, including project review, permit processing, and long-range planning initiatives.

The Agreement originally established a not-to-exceed amount of \$100,000. A First Amendment dated June 18, 2025 increased the amount to \$200,000. The proposed Second Amendment increases the contract by an additional \$100,000, for a total not-to-exceed amount of \$300,000, to allow continued planning services. These services supplement City staff capacity and support timely review of development applications and permit processing. Portions of the costs associated with applicant-driven planning review and permit processing are recoverable through fees charged to the applicant, where applicable, reducing the net cost to the City. All other terms of the Agreement remain unchanged.

FISCAL IMPACT

The Second Amendment increases the total not-to-exceed amount by \$100,000, from \$200,000 to \$300,000. Actual expenditures will be based on services performed. Portions of planning review and permit processing costs associated with individual applications are recoverable through applicant fees, where applicable, which offsets the City's cost for these services.

RECOMMENDATION

Recommendation: Staff recommends that the City Council approve the Second Amendment to the Professional Services Agreement with 4LEAF, Inc., increasing the total not-to-exceed amount to \$300,000, and authorizing the City Manager to execute the Amendment.



CITY COUNCIL AGENDA ITEM 7.5
08/27/2026

ATTACHMENT(S)

1. Second Amendment to the Professional Services Agreement between the City of Plymouth and 4LEAF, Inc.
2. First Amendment to the Professional Services Agreement between the City of Plymouth and 4LEAF, Inc.
3. Original agreement

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PLYMOUTH AND 4LEAF, INC.**

THIS SECOND AMENDMENT to the Professional Services Agreement is made by and between the City of Plymouth, a California municipal corporation (“City”) and 4Leaf, Inc., a California corporation (“Professional”) as of August 27, 2026, (the “Effective Date”). City and Professional shall be referred to herein separately as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, City and Professional entered into that certain Professional Services Agreement as of November 1, 2024 for Professional to provide on-call planning services to assist with project review, permit processing, and long-range planning initiatives (“Agreement”); and

WHEREAS, Section 2.6 of the Agreement originally established a total not-to-exceed amount for the Professional’s services in the amount of One Hundred Thousand Dollars (\$100,000), which was amended to Two Hundred Thousand Dollars (\$200,000) by a First Amendment entered into by the Parties on June 18, 2025; and

WHEREAS, the Parties now wish to amend the Agreement to increase the contract amount by an additional One Hundred Thousand Dollars (\$100,000) to a total not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000) enabling continued service delivery at the necessary scale and scope to meet the City’s needs; and

WHEREAS, pursuant to Section 8.3 of the Agreement, the Parties may amend the Agreement only by a writing signed by all the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein in their entirety.
2. Section 2.6 of the Agreement. Section 2.6 of the Agreement is hereby amended to read in its entirety:

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$300,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

3. Continuing Effect of Agreement. Except as amended by this Amendment all other provisions of the Agreement, including but not limited to the insurance and indemnification provisions, remain in full force and effect and shall govern the actions of the parties under this Amendment. From and after the date of this Amendment, whenever the term

“Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
6. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

CITY OF PLYMOUTH

4LEAF, INC.

Approved By:

Approved By:

Cameron Begbie, City Manager

Kevin Duggan, President

Date

Date

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PLYMOUTH AND 4LEAF, INC.**

*Sent for
their signature
06-18-2025*

THIS FIRST AMENDMENT to the Professional Services Agreement is made by the City of Plymouth, a California municipal corporation ("City") and 4Leaf, Inc., a California corporation ("Professional") as of April 10, 2025, (the "Effective Date"). City and Professional shall be referred to herein separately as "Party" and collectively as "Parties".

RECITALS

WHEREAS, City and Professional entered into that certain Professional Services Agreement as of November 1, 2024 for Professional to provide on-call planning services to assist with project review, permit processing, and long-range planning initiatives ("Agreement"); and

WHEREAS, pursuant to Section 8.3 of the Agreement, the Parties may amend the Agreement only by a writing signed by all the Parties; and

WHEREAS, Section 2.6 of the Agreement established a total not-to-exceed amount for the Professional's services in the amount of One Hundred Thousand and 00/100 dollars (\$100,000); and

WHEREAS, the Parties now wish to amend the Agreement to increase the contract amount by One Hundred Thousand and 00/100 dollars (\$100,000) enabling continued service delivery at the necessary scale and scope to meet the City's needs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein in their entirety.
2. Section 2.6 of the Agreement. Section 2.6 of the Agreement is hereby amended to read in its entirety:

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$200,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

3. Continuing Effect of Agreement. Except as amended by this Amendment all other provisions of the Agreement, including but not limited to the insurance and indemnification provisions, remain in full force and effect and shall govern the actions of the parties under this Amendment. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
6. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the Effective Date.

CITY OF PLYMOUTH

Approved By:



Margaret S. Roberts, City Manager

06.18.2025

Date

4LEAF, INC.

Approved By:

Kevin Duggan, President

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF PLYMOUTH AND 4LEAF, INC.**

THIS AGREEMENT for professional services is made by and between the City of Plymouth, a California municipal corporation ("City") and 4Leaf, Inc., a California corporation, ("Professional") as of November 1, 2023, (the "Effective Date"). City and Professional shall be referred to herein separately as a "Party" and collectively as "Parties".

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on the date of completion. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. All personnel, including those reassigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement, or any part of it, unless such subcontracting is expressly approved by City in writing.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional fees as listed in accordance with the fee schedule on pages 1-4 of Exhibit B. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only

payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Professional shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs, if any, incurred prior to the invoice date. Invoices shall contain the following information:

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

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

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$100,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator, as defined in Section 11.9.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, unless otherwise specified below, shall procure the types and

amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Professional shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects and that such insurance is in effect prior to beginning work to the City. Professional shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general

aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance evidencing required policies delivered to Professional by the insurer, including complete copies of all endorsements attached to those certificates. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Professional beginning work, it shall not waive the Professional's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the

right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

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

Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

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

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the services required by this Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. Confidentiality. Professional understands and agrees that, in the performance of services under this Agreement or in the contemplation thereof, Professional may have access to confidential information or other materials exempt from public disclosure, and that such information may contain sensitive or confidential data, the disclosure of which to third parties may be damaging to City ("Confidential Information") or any third party. Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

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

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

10.3 Inspection and Audit of Records. Any records or documents that Section 10.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 11. MISCELLANEOUS PROVISIONS.

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

11.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court, Eastern District of California.

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

- 11.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 11.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code section 81000 et seq.

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

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

- 11.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 11.9 **Contract Administration.** This Agreement shall be administered by the City Manager of the City of Plymouth ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.10 **Notices.** Any written notice to Professional shall be sent to:
4Leaf, Inc.
Joe Nicolas
8896 North Winding Way
Fair Oaks, CA 95628

pmartinez@4Leafinc.com (for Insurance Update Requests)

Any written notice to City shall be sent to:

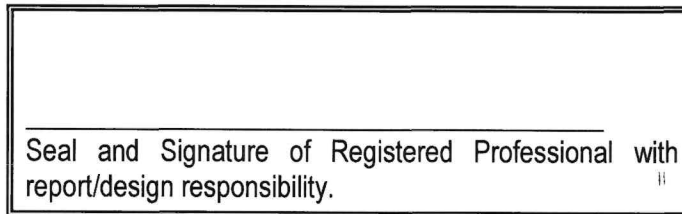
City of Plymouth

Margaret Roberts, City Manager

PO Box 429

Plymouth, CA 95669

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



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

Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

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

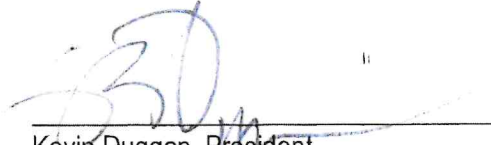
[signatures on the following page]

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

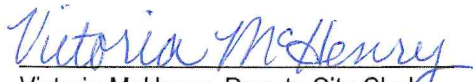
CITY


Margaret S. Roberts, City Manager

PROFESSIONAL


Kevin Duggan, President

Attest:


Victoria McHenry, Deputy City Clerk

Approved as to Form:

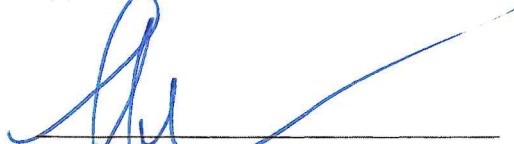

Frank Splendorio, City Attorney

EXHIBIT A
SCOPE OF WORK

QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH



Submitted by:

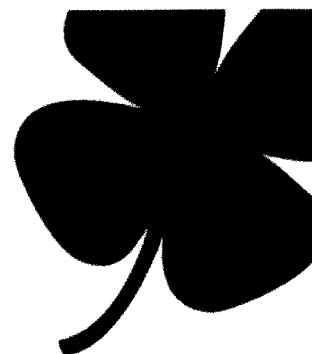


4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

JUNE 16, 2023

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QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH

SECTION 0
COVER LETTER



City of Plymouth
Community Development Department
9426 Main Street
Plymouth, CA 95669
Attn: Margaret S. Roberts, City Manager

June 16, 2023

RE: Qualifications to Provide On-Call Professional Consulting Services.

Dear Margaret S. Roberts,

4LEAF, Inc. (4LEAF) is pleased to present our qualifications to provide On-Call Professional Consulting Services to the City of Plymouth. 4LEAF has been providing these services to approximately 400 clients throughout the country for more than 22 years and is looking forward to the opportunity of providing services to the City. 4LEAF is the ideal choice for the following reasons:

☒ **Local Presence**

We work with many local municipalities providing the requested services and have a office in the City of Pleasanton with the local personnel available to service the City's project and staffing needs. Additionally, we are supplying services to many public agencies throughout California, including California municipalities including, but not limited to:

- City of Sacramento
- City of Martinez
- City of Vallejo
- City of Fairfield
- City of Rancho Cordova
- City of Vacaville
- City of Davis
- City of Pleasant Hill
- City of Lathrop
- City of Galt
- City of Antioch
- City of West Sacramento

☒ **Full-Service Firm**

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Code Enforcement, Plan Review, Inspection, Planning, Public Works, and Fire services and we have the qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. Our services include:

- **Code Enforcement:** 4LEAF staff have the experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.
- **Plan Review:** 4LEAF is an industry leader in Plan Review services and has a team of Structural Engineers, Accessibility Specialists, and Mechanical/Electrical/Plumbing/Fire Plans Examiners. We provide courier services that guarantee less than 24-hour pickup and delivery of all plan reviews performed off-site, and we also offer electronic and expedited plan review services upon request.
- **Planning:** We have been aggressively advancing our Planning Division over the past few years. We have staff ranging from Planning Technicians to Principal Planners with specialties including Housing Policy, Entitlements, CEQA, and Current- and Long-Range Planning.

- **Inspection:** We have over 200 inspectors on staff who specialize in Residential, Commercial, Industrial, Energy, Fire, ADA, Solar, and Public Works projects. We have a track record of providing inspectors as-needed for long- or short-term projects, including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.
- **Permitting:** 4LEAF's pool of talented professionals includes qualified and experienced permit technicians capable of providing all permit processing and counter services. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if needed.
- **Public Works:** As one of our earliest provided scopes, 4LEAF has more than 22 years of experience providing Construction Management and Inspection services. Our team can manage and inspect projects such as street pavement reconstruction and rehab, underground utilities, roadway and streetscape improvements, building and facility improvements, and parks.
- **Fire:** Our team is comprised of Fire Protection Engineers, Fire Plans Examiners, Fire Marshals, and other experts who specialize in Fire Life Safety Plan Review, Inspection, and Disaster Recovery. In addition, we manage and staff five major fire recovery programs in Sonoma County, the Town of Paradise, Santa Cruz County, Ventura County, City of Malibu, and Jackson County, OR.

☒ **Leadership**

The contract with the City of Plymouth will be managed by Joe Nicolas, PE. Joe is a licensed Civil Engineer with 35+ years of experience in both structural design and plan review for all types of projects. Joe is 4LEAF's Regional Project Manager for clientele throughout Northern California and the Pacific Northwest. He has a record of success working with neighboring cities and counties and will be available to the City as 4LEAF's designated project contact.

☒ **Contact**

Director of Engineering Services	President	4LEAF Local Office
Joe Nicolas Office: (916) 965-0010 Mobile: (916) 200-9959 Email: JNicolas@4leafinc.com	Kevin Duggan Office: (916) 965-0010 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	8896 North Winding Way Fair Oaks, CA 95628 Office: (916) 965-0010 Website: 4LEAFINC.COM

We appreciate this opportunity to present our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information above.

Respectfully Submitted,



Kevin Duggan
President

QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH

SECTION 1
FIRM PROFILE



SECTION 1: FIRM PROFILE

4LEAF, Inc. (4LEAF) is a California "C" Corporation that was established in 1999 and incorporated in 2001. Our extensive team of engineers and managers are fully equipped with training and experience to provide complete services including code enforcement, plan check, CASp, inspection, permit technician assistance, professional development training, and other related professional and technical services to the City's Building and Safety Department. Our goal is to set the industry standard for excellent customer service, and we have grown to more than 400 personnel throughout California, Washington, Nevada, and New England, and we are able to serve any full-time or part-time need the City may have, regardless of scope and duration.

Management Team

Director of Engineering Services: Joe Nicolas

Phone: (916) 200-9959

Email: JNicolas@4leafinc.com

Director of Code Enforcement: Ceci Muela

Phone: (925) 200-7352

Email: CMuela@4leafinc.com

Director of Jurisdictional Services: Raylee Glasser, CBO

Phone: (925) 708-4209

Email: RGlasser@4leafinc.com

Director of Inspection: Mike Leontiades, CBO

Phone: (925) 681-8842

Email: MLeontiades@4leafinc.com

Director of Fire & Recovery: Mike Renner, CBO

Phone: (925) 785-3581

Email: MRenner@4leafinc.com

Director of Planning: Daniel Hortert, AICP

Phone: (925) 708-4209

Email: DHortert@4leafinc.com

Office Locations

Sacramento

8896 North Winding Way
Fair Oaks, CA 95628

San Bernardino

424 E. Vanderbilt Way, Suite A
San Bernardino, CA 92408

Washington

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

Pleasanton (Headquarters)

2126 Rheem Drive
Pleasanton, CA 94588

San Diego

402 West Broadway, Suite 400
San Diego, CA 92101

4LEAF Consulting, LLC

125 E. Reno Ave., Suite 3
Las Vegas, NV 89119

Newport Beach

5140 Birch Street, 2nd Floor
Newport Beach, CA 92660

Santa Cruz

701 Ocean Street
Santa Cruz, CA 95060

New England

132 Central St., Suite 210
Foxboro, MA 02035

Professionals

Title	# of Staff	Title	# of Staff
ICC Certified Plans Examiners	40+	ICC Certified Inspectors & IORs	200+
ICC Certified Building Officials	40+	Registered Architects	5
Registered Engineers (PE, SE)	20+	ICC Permit Technicians	40+
Code Enforcement Staff (PC832)	25+	CASp	7
Construction Managers/Inspectors	40+	Fire Plans Examiners & Inspectors	30+



Mission

4LEAF strives to be the best firm by providing our clients with outstanding customer service and first-rate services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become an industry leader in providing Building & Fire Life Safety Services to both public and private clients. We have worked with municipal departments in the construction, rehabilitation, and repair of public and private buildings and have partnered with design review and preservation boards to determine building improvement criteria and associated project requirements.

We have a depth of experience in working with all types of building structures and have performed Inspection and Plan Review services on more than \$50 billion dollars in construction throughout the past 22 years. We have been aggressively expanding our Code Enforcement and Planning Divisions in recent years and have doubled our team of professionals in these areas to further strengthen our project endeavors.

4LEAF's Code Enforcement staff is dedicated to preserving and enhancing the quality of life for the residents in our client jurisdictions and work toward a goal of resolving problems efficiently and safely. Enforcing and upholding municipal codes (including weed and community preservation, unpermitted construction, unsafe property conditions, hazards to public health, and zoning) is of utmost importance to us. Our Code Enforcement Division endeavors to improve communities through education, cooperation, and responsive enforcement.

We have provided plan review and inspection services for thousands of residential projects, tenant improvements, and complex commercial projects including marijuana facilities office campuses, parking garages, hotels/resorts, transportation facilities, city/county-owned buildings, universities, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. In addition, our team has performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

We have a proven track record of reviewing and inspecting projects of all sizes and complexities including:

Type B Commercial Construction	Refinery Facilities	Laboratories
City/County-Owned Facilities	Site Work	Power & Energy
Large Campuses	Waterfront	Marijuana Facilities
Fire Recovery Services	Multi-Family Projects	Military Projects
Stadiums/Arenas	Healthcare Facilities	Essential Service Facilities
Commercial Office Parks	Transportation Facilities	Detention Facilities

Mixed-Use Experience

4LEAF is uniquely qualified to work on mixed-use projects of any size. Our team completed the Plan Review and Project Inspections for the entire \$2.6 billion Wynn Casino project on behalf of the City of Everett, MA where we comprised a team of Building Inspectors, Plans Examiners, and Permitting Specialists.





4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

4LEAF also provided the Plan Review and Inspection services for the \$6 billion Apple Campus 2 Corporate Headquarters in the City of Cupertino, CA, Tiverton Casino Development located in the Town of Tiverton, RI and the South of Tioga project located in the City of Sand City, CA.



We have the resources to deploy staff to any state and as you can see in the limited examples listed above, we have provided services all over the country. Our team is well-equipped and qualified to perform services for any project and in any location. By choosing 4LEAF, you are choosing a company that prides itself on quality work, top-notch customer service, experienced staff, and a multitude of project experience. Please review our scope of services and project examples in the sections that follow to gain more understanding about our firm and how we can help achieve the City's project goals.

Snapshot of Services

Building/Code Enforcement	Fire	Planning
• Leed Accredited Professionals • Inspectors of Record • Program Analysis & Studies • Correcting Code Deficiencies • Investigating Complaints • Violation Issuance • Jurisdictional Inspectors • ICC-certified Plan Reviewers • Certified Accessibility Specialists • ICC-certified Building Officials • Complete Building Dept. Services • On- and Off-Site Plan Review • Property Condition Surveys • Industrial, Energy, & Solar Plan Review and Inspections	• Compliance for Site Access Reqs. • Compliance for Fire Flow Reqs. • Review of Fire Prevention, Suppression, and Detection Systems • Code Compliance for Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump • Hazardous Occupancies, High Piled Storage, and Smoke Control Systems • Review of Alternate Means • Review of Methods Requests • Annual Business Inspections • Complete Fire Prevention Services • Fire Alarm/Sprinkler Inspections • Hazardous Materials Inspections	• Current and Long-Range • Phase I & II Environmental Assmnts. • CEQA Review • Initial Studies • Environmental Impact Reports (EIR) • Emer. Ordinance & Policy Drafting • Review for Rebuilds & Temp. Housing • Housing & Safety Elements • Site Inspections • Application Processing • Developing Submittal Forms • Property Research • Land Use Applications • Design Review • Cannabis Regulations

QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH

SECTION 2

PERSONNEL



SECTION 2: PERSONNEL

Management Team

As your consultant, 4LEAF understands that our role is to advocate on behalf of City of Plymouth (City) and represent the City's best interests. 4LEAF's team will function as an extension of your staff, seamlessly integrating with the personnel and practices established by the City while adding the perspective and expertise that only 4LEAF can offer. Our goal, which we have successfully accomplished on previous clients' projects, is to integrate our staff with yours and be accepted as an essential part of the City. Our team includes:

Craig Tole – Director of Engineering Services

Joe has more than 32 years of experience with both structural design and code compliance for large-scale projects as well as being a *Project Manager* on collaborative code review and building design projects. While leading the Plan Review Staff of more than 45 at the City of Sacramento, Joe had oversight of large public and private developments.

Office - (916) 965-0010 | Cell - (916) 200-9959 | Email - JNicolas@4leafinc.com



Mike Leontiades, CBO – Director of Inspection

Mike is an ICC Certified Building Inspector and a proven leader with over 40 years of construction skills and knowledge, plus 16 years of responsible experience in local government. Mike is self-motivated and driven to provide excellent customer service delivery and is proficient at coordinating and leading teams to benefit mutual growth and success. Mike also possesses the knowledge to examine plans and inspect for code compliance for Residential and Commercial projects to ensure conformance with California Building, Mechanical, Plumbing, Electrical, Energy Codes and Green Building Standards, regulations & ordinances.

Office - (925) 462-5959 | Cell - (925) 681-8842 | Email - MLeontiades@4leafinc.com



Cecilia Muela – Director of Code Enforcement

Cecilia is a Code Enforcement expert with over 14 years of experience in the field and has served in the capacities of Assistant Chief Building Official, Code Enforcement Supervisor, and Building Inspector for multiple California public agencies. Cecilia is a national code enforcement trainer for state, national, and international code enforcement organizations. Cecilia founded the Women Leaders in Code Enforcement Symposium (WLCE), which was created to promote a supportive learning environment for women in the building industry. Through training opportunities, networking, and connecting with fellow industry leaders, WLCE's goal is to foster and support the ongoing development of women in current and future leadership roles.

Office - (925) 462-5959 | Cell - (925) 479-9883 | Email - CMuela@4leafinc.com





4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

Michael Renner, CBO – Director of Fire & Recovery Services

Michael is a highly experienced ICC-certified Building Official with extensive administration and management experience. He has successfully guided Development Department staff in inspection and plan review through all phases of complex and capital-intensive projects for municipalities throughout the country. He is experienced utilizing Development Department permitting software and directing all departmental responsibilities including plan review, multi-discipline inspections, office and field supervision, regulatory compliance, code interpretation, and project acceptance. Michael is committed to serving the needs of our clients through strong leadership and an effective collaborative approach. **Mike will assist with Fire related staff augmentation requests.**



Office - (925) 462-5959 | Cell - (925) 785-3581 | Email - MRenner@4leafinc.com

Raylee Glasser, CBO – Director of Jurisdictional Services

Raylee is an ICC Certified Building Official, Residential Building/Fire/Plumbing Inspector, Plans Examiner, and Permit Technician with ICC. With 18+ years of Municipal Building Department experience, Raylee has promoted throughout the ranks of the Building Department from Permit Technician to Permit Center Manager, and now Building Official. Raylee also created 4LEAF's internal EZPlan Review Portal used by our clients and spearheaded the creation and implementation of our process improvement scope. **Raylee can assist the City with Permit Technician and Plan Review project and staff requests.**



Office - (925) 462-5959 | Cell - (925) 708-4209 | Email - RGlasser@4leafinc.com

Daniel Hortert, AICP – Director of Planning

Daniel has 30+ years of Planning and Development services experience including 20 as a public servant for municipalities with populations ranging from 3,500 to over 3.5 million. Daniel's experience covers a range of municipal planning and development functions including Planner, Senior Planner, Planning Manager/Principal Planner, and Department Director for municipal, county, and private sector agencies. **Daniel can assist the City with Planning project and staff augmentation requests.**



Office - (925) 462-5959 | Cell - (925) 999-6184 | Email - DHortert@4leafinc.com



4LEAF, Inc.

CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

Organization Chart



Joe Nicolas
Director of Engineering
Services

Cecilia Muela
Director of Code Enforcement

Mike Leontiades, CBO
Director of
Inspection Services

Raylee Glasser, CBO
Director of
Jurisdictional Services

Michael Renner, CBO
Director of Fire & Recovery
Services

Daniel Hortert, AICP
Director of Planning Services

CONDENSED LIST OF STAFF BY DEPARTMENT

Plan Review Engineers

Melissa Mennucci, S.E.
Beng Low, S.E.
Ali Hekmat, S.E.
Albert Kong, S.E.
Scott Martin, P.E.
Davison Chanda, P.E.
Melissa Bridges, P.E.
Stephanie Hionis, P.E.
Youseff Abdou, P.E.
Joe Nicolas, P.E.

Code Enforcement

Cecilia Muela
Alfred Fasulo
Anthony Mullins
Kenneth Eckman
Orlando Givens
Nina Hamilton
JorDann Crawford

Plans Examiners

Gary Shimotsu
Sara DeLand
Clarice Shepard
Lowell Brown
Matthew Deihimi

Building Inspectors

Nick Henderson, CBO
Minnie Arredondo, CBO
Peter Lim, CBO
Chris Fowler, CBO
Michael Hosier, CBO
Mark Hoadley
Dean Lovejoy
Greg Johnson
Martin Scott
Kiely Ricardo
Robert Mantia
Christopher Pallares

Permit Technicians

Shantelle Fuentes
Caitlin Roeder
Vanessa Morales
Cindy Lucas
Chelsea Serafino
Alyssa Mendoza
Haley Myers
Donna Bassett
Mariah Marsan
Ana Ortiz
Crystal Zamora
Vanessa Mota

Fire Review/Inspection

Kevin Reese
Geoff Aus
Loralyn Davis
Jason Shearer
Thomas Cervantes

Planners

Adrianna Ortiz, AICP
Jane Riley, AICP
Erica Fraser, AICP
Tonya Ward, AICP
Shaveta Sharma
Amalia Merino
Aakash Shah
Elizabeth Gagliardi
Waqar Shah
Elliott Pickett

CASp

Doug Martin, CASp
Brent Hipsher, CBO, CASp
David Rashe, CBO, CASp
Scott Wungluck, CASp
Scott Johnson, S.E., CASp
Jerry Thome, CASp
Clay Salzman, CASp

QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH

SECTION 3.1

SCOPE OF WORK - CODE
ENFORCEMENT



SECTION 3.1: SCOPE OF WORK - CODE ENFORCEMENT

Our Code Enforcement personnel are certified through the **International Code Council, CACEO, and various training programs offered through accredited institutions.** In addition, most of our personnel holds a PC832, ICC Property Maintenance and Housing Inspector, and/or CACEO certification (a condensed list of resumes has been included in the Appendix).

4LEAF staff have the experience in working with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in investigative practices that aid in substantiating the validity of a complaint-on a property and in turn addressing verified violations through proper due process noticing.



4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary. We focus on nearly every area of Code Enforcement including, but not limited to, the following categories detailed below.

SCOPE OF SERVICES & AREAS OF ENFORCEMENT

Blight Enforcement

Our team works to identify and enforce state and local laws pertaining to the maintenance of private property. Through field contact with tenants and property owners, our team works efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

Business License Enforcement

4LEAF is trained to identify businesses that operate without a required business license, making them non-compliant with municipal code requirements.

Classroom Training with CEUs

You can often find members of 4LEAF training nationally for organizations such as the International Code Council (ICC), American Association of Code Enforcement (AACE), California Association of Code Enforcement Officers (CACEO), and other nationally recognized affiliations of these chapters. 4LEAF's training leads include Cecilia Muela, Pete Roque, Nick Henderson, CBO, and Anthony Mullins. Our instructors are nationally accredited and offer Continuing Education Credits (CEUs).





Our trainers currently cover topics such as:

- 10 Most Common Complaints
- Accessible Parking
- ADU Legislation
- Agency Promotion Community Relations
- Banner and Sign Enforcement
- Basic Ethics
- Basic Ethics and Inspections
- Basic Ethics, Authority, and Inspections
- Basic Inspection Protocol
- Basic Report Writing
- Basic Residential Construction
- Blueprint Reading
- Building And Safety Presentation
- Building Blocks for Code Enforcement Officer Success
- Building Code
- Building Inspections and Code Enforcement – A Powerful Duo
- Case Documentation
- Case Management from Start to Finish
- Code Enforcement 101
- Code Enforcement Culture
- Courtroom Testimony and Demeanor
- Dealing With Difficult People
- Effective Communications – Bridging the Gap with External and Internal Customers
- Ensuring Short-Term Rental Reg. Compliance
- Essentials for Short-Term Rental Enforcement
- Establishing Code Enforcement Culture
- Ethics
- Hoarding
- Individual Awareness and Preparation
- Inspection Protocol
- Interior Inspections
- Intermediate Communications
- Interview And Interrogation
- Interview And Report Writing
- Investigative Report Writing
- IPMC 2021 or 2018 Exam Prep
- IPMC 2021 Overview
- Landlord Tenant Disputes
- Legal Aspects
- Marketing Your Code Enforcement
- Mobile Vending
- Mold, Lead, Asbestos, & Vectors Enforcement
- Multi-Agency Task Forces
- Officer Safety – Drug Awareness for the Code Enforcement Officer
- Officer Safety – Encountering Mental Illness in the field of Code Enforcement (Self-Care)
- Officer Safety – Field Inspection Protocols for the Code Enforcement Officer
- Officer Safety – Gang Awareness for the Code Enforcement Officer
- Officer Safety – Hazardous Building Safety for the Code Enforcement Officer
- Planning And Zoning Basics
- Property Maintenance
- Public Nuisance Abatement
- Public Outreach Changing Public Perception
- Rental Property
- Report Writing Revised
- Right Of Entry and Inspection Warrants
- RRP Code Enforcement
- Safe And Proper Procedures on Contacts
- Simplifying Your Presentation
- Spanish Communication
- Substandard Housing
- Task Forces
- Teamwork And Task Forces
- Topics
- Vector Control
- Vehicle Abatement
- Vendor Enforcement
- West Nile Virus



Community Outreach

4LEAF will review current outreach and engagement initiatives and make appropriate recommendations to the City. Items typically reviewed include:

- Opportunities for involvement in community events
- Creation of pamphlets and marketing material
- Social media engagement
- News media outlets
- Municipal Code Enforcement web page
- Review of frequently asked questions



Department Assessments

4LEAF is working with many Community Development Departments to provide assessments of their code units reviewing closely staffing levels, Standard Operating Procedures (including branding/rebranding, target issues, prioritization of existing Code Enforcement cases, community engagement strategies, written materials such as compliance notices, postings and door hangers, data entry, inspection response time management, and training programs. Additionally, 4LEAF provides in-house assessments and regular meetings with directors and municipal stakeholders for plan implementation and execution.

Hearing Officers

4LEAF has Hearing Officers available for contracted municipalities. Our seasoned officers are trained to understand the existing Municipal Code as well as other adopted codes and make a knowledgeable determination regarding the validity of a violation. Results may include the issuance of fines or granting additional time for compliance for respondents with unusual hardships.

Inspections

4LEAF can provide certified and qualified staff to perform inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties are compliant with applicable sections of the current editions of the International Property Maintenance Code (IPMC), Municipal Code, Zoning Code, California Health and Safety Codes, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Building, CA Residential Code, CA Building Code, and trade codes. Upon assignment, 4LEAF's Code Enforcement staff will be ready to respond and provide compliance solutions to code cases, new and existing, with minimal impact to current processes.



4LEAF Code Enforcement Inspectors are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the municipality.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of municipal codes exists
- Consult with the City Council as required, when requested by the Code Enforcement Manager/Director, and when escalated enforcement may be required.



- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a Code Enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and municipal staff on a daily basis as needed.

Lead Abatement

Although lead-based legislation has been around since the 1950s, nationwide regulation was not enforced until 1971 with the introduction of the Lead-Based Paint Poisoning Prevention Act (LBPPPA), which prohibited the use of lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. In 1973, an amendment to the LBPPPA stated that lead-based paint should be removed from pre-1950 housing and structures. Our Code Enforcement team follows the requirements set forth by the State of California to ensure proper lead safe practices are taking place in removal of lead-based paint to protect citizens from exposure.



Additionally, our team participated at the National Healthy Homes Conference in 2022 in Baltimore, MD, where we spoke on the importance of Code Enforcement for Lead Paint Abatement Programs to safeguard communities.

Massage Parlor Enforcement

This scope can often be utilized for undercover stings with partnering agencies for businesses that not only violate criminal laws but also building code violations, licensing requirements, and potential massage parlor ordinances in the City. Early detection is vital in these cases and steps include background checks and other reasonable means of identification and clearances. Our team has championed programs specializing in identifying and mitigating illegal actions in massage parlors.

Parking Enforcement

4LEAF has the capabilities of providing parking enforcement. This includes:

- Enforcement of state and municipal parking regulations.
- Removal of abandoned and nuisance vehicles from the public right-of-way.
- Issuance of parking citations and review of contested citations.

Policy Review

4LEAF shall review and read current policies and procedures and define policy clearly to set the tone for your municipality's Code Enforcement Program. A clear policy communicates defined expectations to stakeholders whether it's how they handle complaints, how Code Enforcement Officers conduct compliance reviews, or any



other aspect that the municipality needs to have communicated and consistently followed. 4LEAF will develop a well-defined user-friendly format.

Program Analysis

4LEAF understands that Code Enforcement is an essential part of a community's public health and safety, providing a regulatory mechanism to ensure the public's overall wellbeing. Addressing the community's concerns in a timely and efficient manner is paramount to a successful Code Enforcement Program. 4LEAF personnel will perform the following:

- Conduct investigative inspections of unpermitted activities.
- Create standard operating procedures, if required.
- Conduct review of all administrative/misdemeanor citations.
- Provide guidance for resolution of high case load along commercial corridors.
- Assist with complex code enforcement cases.
- Provide guidance for resolution of existing cases.
- Provide in-house and/or field training of traditional Code Enforcement protocols.
- Create an outreach plan to address and deter unpermitted vending/commercial corridor violations.

Program Development

4LEAF project managers have the experience in working collaboratively with clients to further develop and enhance their Code Enforcement Program when requested. Our project managers are currently working with local jurisdictions to revise and strengthen Code Enforcement Programs to gain voluntary compliance, provide resident education, and effectively communicate with the public. 4LEAF staff takes an approach in recommending, implementing, and executing program assessments, creation of policies and procedures, creation of training manuals for new hires, providing educational materials for the public, providing staff with up-to-date training, teaching current Code Enforcement staff options for compliance using adopted ordinances, and providing recommendations to cases that may require specialized expertise that may be sensitive in nature. 4LEAF staff also has designated staff tracking recent legislation to ensure the municipality follows state regulations and clients are aware of upcoming legislation that may affect their Code Enforcement Program.

Project-Specific Assignments

Our Code Enforcement Directors are often brought on board by municipalities to provide consulting for long-standing cases that need a fresh set of eyes and assessment. The Code Enforcement team at 4LEAF will lend their considerable expertise in bringing those difficult cases into compliance. We will review your most challenging cases, assess the work done to date, confer with the Municipal Code and your department's Standard Operating Procedures. Once our analysis is complete, 4LEAF will provide you with a detailed report of our findings and specific, step-by-step strategies to get those cases off the active roster. 4LEAF personnel will be available to speak with stakeholders such as Department Heads, Council, and other elected officials. If necessary, we can also provide Expert Witness Testimony.



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Rental Housing Enforcement

Our team will assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.



Review and Develop SOPs

4LEAF routinely works with Code Enforcement Divisions to review the current Standard Operating Procedures and provide suggestions for enhancing SOPs. Our staff can also help implement and train the existing municipal personnel in these changes. Currently, we are providing these services for California municipalities such as the cities of Napa, Lathrop, and Artesia.

Staff Augmentation

4LEAF specializes in providing personnel to municipalities on a part-time or full-time basis. At your request, our staff arrives at your door with training opportunities, study materials, company phones, and energy- saving fleet vehicles. 4LEAF's Code Enforcement Staff Augmentation personnel categories include:

- Department Director
- Department Manager
- Code Enforcement Manager and Training Officer
- Senior Code Enforcement Officer
- Code Enforcement Officer I & II
- Code Enforcement Coordinator/Technician
- Hearing Officer



Short-Term Rental Programs

One of the fastest growing programs within Code Enforcement Divisions is short-term rentals. 4LEAF assists with compliance with municipal short-term rental ordinances that require property owners to adhere to several rules including limiting the number of daytime and overnight guests, prohibiting events and amplified sound, and posting specific rules and emergency information, among others.

Stormwater Enforcement

4LEAF provides Stormwater Enforcement. This includes the visual inspection of infrastructure dedicated to the management of rainwater. Violations would include having inadequate erosion/sediment controls for property, failing to conduct/document inspections, illegal dumping, overgrowth of vegetation, and flooding.

Substandard Housing

One of the major areas of code enforcement throughout the U.S. is the inspection of Substandard Housing. 4LEAF Code Enforcement Officers routinely inspect and report any violations to housing codes including substandard and uninhabitable conditions, un-permitted construction, unlawfully created units





or spaces, inadequate or non-existent heating, accumulated trash and debris, lack of utilities, property maintenance, mold, and rodent/insect infestations.

Tobacco Enforcement

These programs ensure that retailers are properly licensed/permitted for the sale of tobacco and such establishments are posting proper notification such as STAKE Act stickers at each point of sale. In addition, we can assist in compliance with work-place smoking and vaping prohibitions.



Field Staff Training

Aside from the classroom training, 4LEAF personnel are also available to conduct field training. This includes ride-alongs with municipal personnel. This hands-on approach is often effective for training in communication, technical training, and enforcement of municipal codes.

Vendor Enforcement

4LEAF personnel are trained to enforce State and Local laws regarding unpermitted vending activity, issue Administrative Citations to vendors, generate inspection reports, testify at hearings, and provide strategic planning for large scale vending activities associated with entertainment venues. Specifically, 4LEAF staff are trained in enforcement of unpermitted vending ordinances on municipality-owned or controlled property such as parks, public rights of way (sidewalks) and areas outside the permitted vending spaces.



Zoning

It is imperative that approved Zoning Plans result in development and construction that is fully aligned with such approved Plans. 4LEAF staff will work with Departments to verify such alignment. Examples include:

- Construction of a building that is not allowed in a particular zoning designation.
- Building a structure (or an addition to a structure) that is too tall or that obstructs another person's view or access to light/air space.
- Conducting various operations in non-designated areas, including manufacturing, packaging, selling, growing, labeling, and other business/industrial activities.
- Living in spaces that are not designated as residential areas.
- Creating amounts of pollution or noise that exceed local limits.
- Adherence to set back and lot coverage requirements.



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PROJECT EXPERIENCE

City of Lathrop

Code Enforcement and Building Department Services

Since 2015, 4LEAF has been working with the City of Lathrop in several capacities including Code Enforcement, Plan Review, Inspections, and Staff Augmentation through the placement of an Interim Chief Building Official. Efforts of 4LEAF staff have been integral in the City of Lathrop assisting its constituents to obtain and maintain compliance with current codes, especially those who did not initially go through the permitting process.



4LEAF is assisting Lathrop with Municipal, Zoning, and Building Codes on public and private property throughout the City. Code Enforcement works to administer a fair and unbiased enforcement program, improve the overall appearance of the City and works with residents, neighborhood associations, public service agencies, and other City departments to facilitate voluntary compliance with City codes, and correct municipal code and land use violations.



Code Enforcement Department Assessment

4LEAF is currently working with the Department Director to evaluate and develop the Code Enforcement Division's Standard Operating Procedures to ensure enforcement can be carried out per the City's Municipal Code. This includes the development of enforcement strategies and materials crucial to daily activities. Pete Roque, Director of Code Enforcement, is the lead on this project, focusing on several areas of enforcement, including:

- Abandoned Vehicles
- Air Pollution
- Graffiti
- Noise Complaints
- Standing Water / Water Waste
- Public Nuisance Violations
- Field Training Existing Staff

Building Department Consulting

In addition to Code Enforcement, 4LEAF has also provided as-needed consulting services to the City of Lathrop's Building Division. 4LEAF has provided such services as:

- Interim Building Official Services
- Staff Augmentation for Building Inspection and Permit Technicians
- Off-Site Plan Checking Services

Client Name: City of Lathrop
Client Contact: Teresa Vargas, City Manager
Client Phone: (209) 941-7229
Contact Email: TVargas@ci.Lathrop.ca.us
Project Location: Lathrop, CA



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City of Santa Rosa

Code Enforcement

4LEAF provides the City of Santa Rosa with two full-time Code Enforcement Officers, Milissa Hughes and Eric Stephens, to perform as-needed services for the City. The City's Code Enforcement Division is dedicated to working in partnership with residents, tenants, landlords, and business owners to promote and maintain a safe and desirable living and working environment. Additionally, the Division is responsible for ensuring that City codes are implemented on private property to address general health, life, fire, and safety issues facing residents.



A large undertaking includes an assignment to review 200+ backlog cases involving files that had fallen through City cracks due to officer resignations/retirees or were not re-assigned to other officers. Milissa works with the City's Senior Code Enforcement Officer to determine which cases can be closed or if an updated letter must be sent to the owner for follow up. Additional responsibilities for this project include updating the City's database with notes and creating notices to be mailed to the property owner or tenant. Case violations consist of construction without obtaining permits (garage conversions, remodel, electrical, plumbing), expired permits, cannabis grows, substandard conditions, non-operable vehicles, trash/debris, site planning, historical landmark alterations, etc.



An additional assignment for the City that began in September 2022 includes addressing short-term rentals (STR), which entails on-call (24-hour) and after-hour response, processing a backlog of 100+ STR cases, addressing new cases and complaints, data collection, and issuing citations (30+ to date).

Common violations our Code Enforcement Officers address for as-needed services include the following:

- Animal violations
- Unpermitted work
- Cannabis cultivation
- Graffiti
- Home business
- Overgrown vegetation
- Signs
- Short-term rentals
- Substandard housing
- Vehicle storage

By working together with the community, 4LEAF and the City's Code Enforcement team help reduce crime, protects the health and well-being of residents, helps maintain property values, and preserves and enhances our community for future generations.

Client Name: City of Santa Rosa
Client Contact: Maraskeshia Smith, City Manager
Client Phone: (707) 543-3030
Contact Email: CMOffice@SRCity.org
Project Location: Santa Rosa, CA

QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH

SECTION 3.2

SCOPE OF WORK - PLAN REVIEW



SECTION 3: SCOPE OF WORK – PLAN REVIEW

PLAN REVIEW SERVICES

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASP) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

We have a robust amount of experience with software that aids in the implementation of process mapping, such as e-PlanSoft, TRAKiT, EnerGov, Accela, and iWorQ.



QA/AC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Plymouth each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Plymouth with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Plymouth or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Plymouth processing requirements and return them to the City, along with our letter of completion.



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TURN-AROUND TIMES

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. 4LEAF also provides Fire Plan Review services.

Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

*Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.

Project Name	Project Number	Project Status	Project Date	Project Type	Project Location	Project Notes	Project Status	Project Date	Project Type	Project Location	Project Notes
2017 Sonoma County Fire Recovery	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000	2017-0000000000



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Document Control

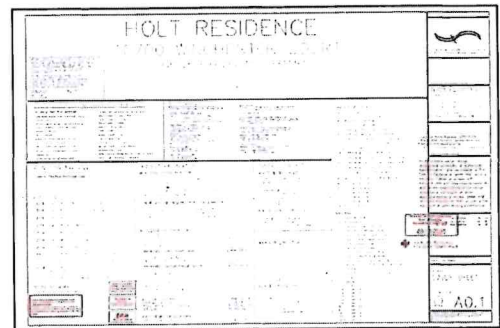
When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

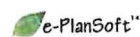
Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.



Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:





BUILDING DEPARTMENT SERVICES

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous of Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member to the City and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days
Building Official	< 2 Days	< 15 Days



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PROJECT EXPERIENCE

County of San Mateo Project Development Unit (PDU)

Plan Check, Fire Plan Check, Fire Inspection, and Inspector of Record Services

4LEAF is currently performing Plan Check and Inspector of Record services for multiple projects on behalf of the County of San Mateo's Project Development Unit. This \$1 Billion program consists of up to 18 projects over the course of more than five years. 4LEAF is responsible for the inspections and inspection reports related to all projects including:



Regional Operations Center

The new 35,000-square-foot, two-story Regional Operations Center (ROC) will be located on the County Center campus where the motor pool was once located. On a daily basis it will house 9-1-1 Public Safety Dispatchers, an Emergency Operations Center, and the Office of Emergency Services. More importantly, the ROC will serve as a hub for public safety responders during major catastrophic events. The building will achieve LEED Silver certification from the U.S. Green Building Council and is the largest project funded to date by Measure K.



Skylonda Fire Station #58

This project consists of a barracks/office building consolidating the functions and operations of two existing structures into a single structure. The barracks/office building will contain administrative offices and related support spaces, conference and training rooms, a kitchen and dining room, dayroom, dorm rooms, fitness rooms, showers, and restrooms.



Animal Shelter

The County of San Mateo is constructing a new animal shelter that will be located at the Coyote point site of the current animal shelter to replace the existing shelter buildings. This Design-Build project will contain programmed space for a variety of mandated animal care services, limited community services, clinic services, and administrative services. The project currently underway will replace the existing facility with a new approximately 27,000 square foot animal shelter facility.



Additional Projects

- | | | |
|-------------------------------------|---------------------------------|--------------------------|
| • County Office Building #3 | • Parking Structure #2 | • Portola House |
| • Cordilleras Medical Center | • San Mateo Medical Center | • Pescadero Fire Station |
| • South San Francisco Health Center | • La Honda Fire Station | • Pine Street Project |
| • Sanchez Adobe Visitors Center | • Maple Street Homeless Shelter | |

Client Name: County of San Mateo, PDU
Project Location: Varies by project
Client Contact: Adam Ely
Client Location: 400 County Center / Redwood City, CA 94063
Client Telephone: (650) 720-8112
Client Email: AEly@SMCgov.org



4LEAF, INC.

CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

City of Sacramento, CA

Plan Review Services & Inspection Services

4LEAF is one of the key consulting firms providing the City of Sacramento with Plan Review, Field Inspection, and Permit Processing services. 4LEAF has established a collaborative working relationship with the City's Community Development Department and understands the City's processes and procedures. 4LEAF has worked with the City for 10+ years and currently has 3 inspectors working full time.



Arden Gateway Village, Phase I

4LEAF recently performed the Life Safety, Accessibility, Structural, and Mechanical/Electrical/Plumbing review for phase I of the largest new apartment development in the City of Sacramento. Phase I is a \$80 M complex that develops 13 of the 21 proposed apartment buildings, consisting of a 7,500 sq. ft. community building and 405 multi-family residential units including 1-, 2-, and 3-bedroom apartment units, studio units, and 3-bedroom townhome units.



O19 Apartments

An exciting project that 4LEAF has recently collaborated with the City on is the review of a new mixed-use building located in Sacramento's vibrant Midtown. 4LEAF performed the Life Safety, Accessibility, Structural, and Mechanical/Electrical/Plumbing reviews of this 4-story, 64,000 sq. ft. building with a valuation of \$6.6 million. 4LEAF worked closely with the City to guide the project through a phased permit and an alternative means and materials method request to bring the project to full approval on an expedited timeline.



California Family Fitness, K Street

This project is on the revitalized K Street Corridor and is a renovation of an existing unreinforced masonry building that had no as-built or drawings. The 31,000 sq. ft., 4-story, Type IIA, A-3/B occupancy building is a \$4.5 million project for which 4LEAF performed Life Safety, Accessibility, Structural, and Mechanical/Electrical/Plumbing reviews. We collaborated closely with the City's Project Manager and design team to work through some difficult design constraints which required the submittal and approval of an alternate material and methods of construction.



Agency Name: City of Sacramento
Client Contact: Anna Tekautz, S.E., Supervising Engineer
Client Phone: Office - (916) 808-7877
Contact Email: ATekautz@CityofSacramento.org
Project Dates: 2001 - Present

QUALIFICATIONS TO PROVIDE
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CITY OF PLYMOUTH

SECTION 3.3

SCOPE OF WORK - PLANNING



SECTION 3: SCOPE OF WORK – PLANNING

APPROACH

Since establishing our Planning Division in 2018, 4LEAF has worked with numerous jurisdictions providing Comprehensive Planning, Project Review, and Environmental Planning Services including: On-Call Planning, Specific Plans, General Plan Amendments, including Updates of Housing and Safety Elements, and work on Long-Range initiatives related to fire resiliency and disaster recovery. Within the past 12 months, 4LEAF has added 20+ new municipalities to our on-call Planning service contracts and we have staffed a wide array of professional Planning personnel to include staff augmentation from the Planning Technician to Planning Director levels and everything in between.

In addition to providing Comprehensive, On-Call Planning Support, and Environmental Document preparation services, 4LEAF is currently working with the ABAG Joint Planning Collaborative for Napa and Sonoma County Housing Elements, addressing the housing challenges facing the region and overseeing planning sessions with the Collaborative's Steering Committee. 4LEAF is providing Housing Elements to the cities of San Marino, Santa Clarita, Cotati, Cloverdale, Cupertino, Sebastopol, and Gonzales. **We are experienced in working with the California Department of Housing & Community Development (HCD) providing RHNA number appeal services.**

4LEAF Planners also have experience working with the Department of Housing and Urban Development (HUD) and the Department of Housing and Community Development (HCD) policies and regulations, and reviewing applications for completeness and consistency with Local, State, and Federal regulations. Our staff's attention to detail and organized approach to project management helps maintain project schedules and ensures positive and timely results. 4LEAF Planners have the specific skills to complete any request.

Our Planners possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce the City's vision. We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to development applications. We transpose our findings into informative, concise, and simple to understand staff reports or studies. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work diligently with other departments and agencies to ensure that the highest levels of review and feedback are achieved.

4LEAF Planners will arrive on-site with a positive attitude and will make every attempt to move projects forward to achieve successful outcomes. We are creative in our approach and can develop alternative methods to achieve the best outcome for the communities, agencies, and applicants. The Planning Division at 4LEAF is responsible for integrating staff into Local and State jurisdictions where we are routinely called upon to supplement vacancies and staff shortages. We also provide staff augmentation services when projects require focused processing and management of a variety of land use applications for compliance with land development codes and general, adopted area, and specific plans.



Our team evaluates the environmental impacts of private development proposals and coordinates with other divisions to ensure that standards for building safety and infrastructure systems are appropriately addressed with new development.

4LEAF's Planning duties include the development of submittal forms to meet statutory requirements, taking in and reviewing projects for rebuilding and temporary housing, conducting pre-design rebuild meetings, responding to the planning and zoning information hotline as applicable, and conducting site inspections and property research to support application processing and meetings.

4LEAF Planners have successfully taken on complex planning duties in locations hardest hit by wildfires in recent years including the:

- City of Pleasant Hill (CA)
- City of Sausalito (CA)
- County of Sonoma (CA)
- County of Santa Cruz (CA)
- County of Jackson (OR)
- City of Pinole (CA)
- City of Vallejo (CA)
- City of Fairfax (CA)
- City of Hollister (CA)
- City of Rohnert Park (CA)

Our ability to augment services to expedite Planning and permitting processes ensures that residents are afforded an opportunity to get their lives back. Other recent on-call Planning placements include the County of Jackson, Oregon where we are managing and staffing the Fire Recovery program and the City of Pinole where we staff a Permit Technician, Code Enforcement Officer, a Project Planner, and a 4-month contract for a Planning Manager to oversee the Planning, Building, and Code Enforcement Divisions. In addition, 4LEAF worked with the City of Pleasant Hill to oversee complex developer funded projects as well as City-driven policy updates.

4LEAF has successfully placed a variety of skilled staff in public and private agencies for over 22 years. Our professional, certified, and registered staff bring the greatest knowledge and understanding of their respective fields, which ensures that our clients receive staff that are highly experienced and able to assimilate into the City's team. We thrive on customer service and recognize that every contact we make—whether an applicant, the general public, or an agency representative—is critical for building and maintaining partnerships.



Customer care is a core value at 4LEAF, and our staff is expected to operate in a fashion aligned with this value. Our Planners have successfully completed many design review applications, use permits, subdivisions/plats, land development code updates, general and comprehensive plan updates and development, cannabis regulations, environmental documentation oversight, affordable housing, and solar, wind, and energy compatibility projects.

PROJECT EXPERIENCE

City of Sausalito

On-Call Planning Services

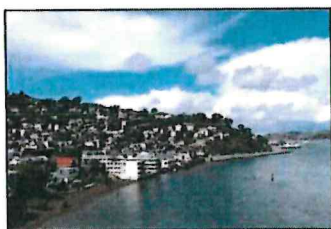
4LEAF is currently providing On-Call Planning to the City of Sausalito for consulting roles including Interim Community Development Director and Senior Planner—in addition to roles from our Building Department contract. 4LEAF's Director of Planning Services, Daniel Hortert, AICP, is currently assigned to the City and performs duties in the capacity of the Interim Community Development Director. Daniel oversees functions of the Community Development Department, which encompasses Planning, Building, Code Enforcement, and Administration for the City. His responsibilities include:



- Supervising a staff of 9.
- Acting as Secretary to the Planning Commission.
- Performing Design Review for projects and presenting to City Council and the Planning Commission.
- Processing discretionary development applications such as Design Review, Condo Conversions, heightened review projects, CUPs, and variances.
- Processing administrative/ministerial projects such as ADU/JADUs, SB 9 (urban lot splits, SB 9 structures), and administrative variances.
- Developing departmental budgets.

Current/Recent Projects:

- **SB 9 Adoption – CA HOME (Housing Opportunity and More Efficiency) Act:** Modifies residential zoning rules to allow up to four homes to be built on a property zoned for one house. The standards for Sausalito include a maximum of 1,200 square foot units and a maximum height of 16 feet and a State-mandated 4-foot side and rear setbacks.
- **Historic Context Statement:** 4LEAF worked with City's consultant to get approved at City Council. This endeavor has been in the works for many years—the document is intended to give residents and other stakeholders a better understanding of the history and context of Sausalito's built environment and help guide future decisions about historic preservation.
- **Land Acknowledgement Statement/Policy**



Agency Name: City of Sausalito
Contact Name: Chris Zapata, City Manager
Contact Telephone: (415) 289-4166
Contact Email: CZapata@Sausalito.gov
Contract Dates: 2022 - Present



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City of Pleasant Hill

On-Call Planning Services

4LEAF provided a Senior-Level Planner to the City where we oversee several complex Planning projects. All projects with the City of Pleasant Hill are developer-funded and responsibilities included:



- Preparing staff reports, resolutions, and ordinances for recommendations by the Architectural Review Commission, Planning Commission and City Council
- Processing applications for minor/major subdivisions
- Planned Unit Development/Specific Plan
- General Plan Amendment
- Minor/Major Subdivisions
- Development Plans
- CEQA Review
- Architectural Review Permits



Current/recent project support:

- **Downtown Cleveland Multi-Family Specific Plan:** Architectural Review, Planned Unit Development/Specific Plan "Concept Plan", Development Plan, General Plan Amendment, and environmental review for a 189-unit multi-family residential development near the City's Downtown. Project is preparing for public hearings before the Architectural Review Commission, Planning Commission, and City Council.
- **Oak Park Specific Plan:** 34 lot major subdivision, development plan, and rezone (PUD). Rezone from R-10 (SFR 10,000 min) to Multi-family very low density as part of a Planned Unit Development/Specific Plan, development plan review. Prepared all staff reports and made presentation to the Architectural Review Commission, Planning Commission, and City Council.
- **590 Creekside Minor Subdivision:** 2-lot single family subdivision. Prepared all staff reports findings and resolution for approval before the Planning Commission and City Council.
- **2001 CCB Façade Improvements:** Façade improvements for a medium sized retail center. Architectural Review permit. Application withdrawn because of costs.

In addition, our Planner assisted the City with securing their SB2 grant.

Agency Name: City of Pleasant Hill
Client Contact: Troy Fujimoto, City Planner
Client Telephone: (925) 671-5209
Client Email: TFujimoto@PleasantHillca.org
Contract Dates: 8/2019 - Ongoing

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SECTION 3.4

SCOPE OF WORK - INSPECTION

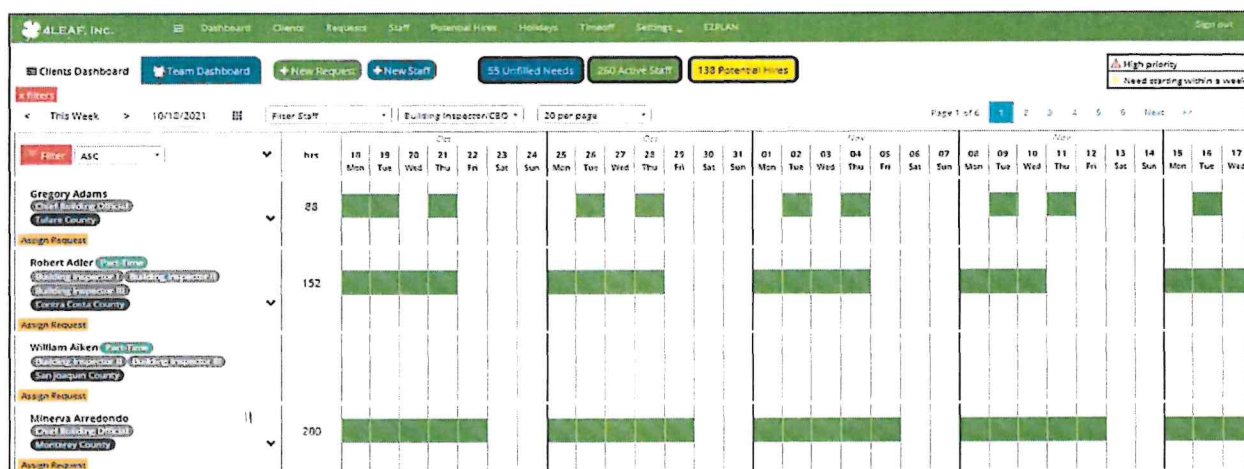


SECTION 3: SCOPE OF WORK – INSPECTION

INSPECTION SERVICES

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.



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Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GOFORMZ

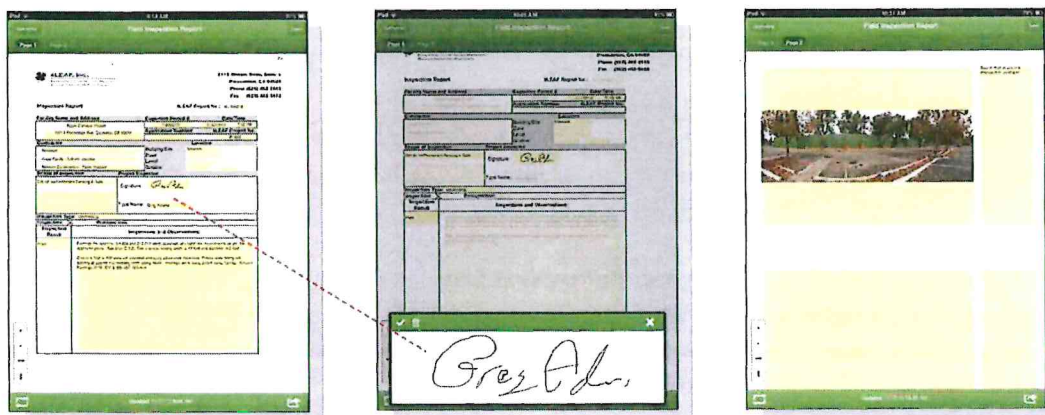
4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.



The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.





4LEAF, INC.

CONSTRUCTION MANAGEMENT · PLAN CHECK
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PROJECT EXPERIENCE

City of Pinole, CA

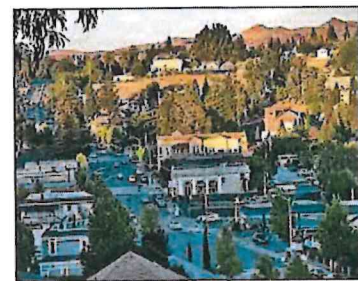
Code Enforcement, Plan Review, Inspection, and Chief Building Official

4LEAF has been working with the City of Pinole in several capacities including Plan Review, Code Enforcement Programs, Inspections, and providing an Interim Chief Building Official. These services assist the community in updating their construction to be in compliance with the current codes, especially for residents who did not go through a formal permitting process.



Housing Program – Code Enforcement

4LEAF is currently providing inspection and project administration support services to residents of the City who have completed work without going through a formal permitting process. Through strong organization and effective communication, the community has been very receptive to getting their properties up to the current codes and standards and avoiding life-safety construction hazards to the community. Both our Inspectors are working diligently to maintain a database of cases and track permitting progress on properties that need inspections to verify their property meets current residential health and safety code and the adopted California Building Codes.



Interim Chief Building Official

4LEAF provided the City with an Interim Chief Building Official. Lucas Chapman, CBO was with the City of Pinole on behalf of 4LEAF for more than one year. Lucas routinely performed plan reviews and inspections on large commercial and important City projects. Lucas also helped manage up to two Permit Technicians and one Building Inspector.

CRW Permitting System Automation

4LEAF recently provided the City of Pinole with Administration assistance for the upgrades to their CRW Permitting System. Our staff helped organize and administer workarounds to allow staff to successfully navigate the permitting system, integrate with other departments, and interface with the community to process permits in a reasonable time frame.

Building Inspection Services and Emergency Response Team

4LEAF provides all the inspection services for the City to include residential and commercial inspections for all trades including Building, Mechanical, Electrical, and Plumbing. Our firm provides after hours and weekend response to emergency life-safety situations due to fire, weather damage, or power loss to determine if the residences were safe to resume occupancy.

Client Name: City of Pinole
Project Location: Pinole, CA
Client Contact: Lilly Whalen, Community Development Director
Client Address: 2131 Pear St, Pinole, CA 94564
Client Phone: (510) 724-9832
Contact Email: LWhalen@ci.pinole.ca.us



4LEAF, INC.

CONSTRUCTION MANAGEMENT · PLAN CHECK
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City of Vallejo

On-Call Building Inspection, Permit Support, Planning, Plan Review, Code Enforcement

4LEAF is providing On-Call full Building & Community Development Department services for the City. We are providing on- and off-site plan review for all building codes, including architectural, structural, plumbing, mechanical, and electrical plan check. We currently staff positions including Permit Technicians, Inspectors, Plans Examiners, Planners, and Code Enforcement Officers, ensuring that all project deadlines are delivered as per the City's contract.



Scopes of work include:

- Providing on-call personnel to the Building Department including construction inspectors, building inspectors, building officials, permit technicians, on-site plans examiners/engineers, civil engineers, and code enforcement personnel.
- Providing Building and Civil Plan Review as needed.
- Provide on-call personnel to the Planning Department including Assistant Planners, Planning Technicians, Associate Planners, Senior Planners, Planning Managers, and Planning Directors.
- Reviewing plans and supporting documents submitted for projects.
- Checking for compliance with all applicable codes adopted by the City, including, but not limited to California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Solar Energy Code, and any applicable adopted local amendments, State of California codes or regulations.
- Confirming building use, occupancy, and type of construction, and reviewing construction of buildings and structures to determine satisfaction of safety requirements.
- Coordinating building permit requirements and interfacing with City Departments and other agencies, including but not limited to the Public Works Department and Planning Division.
- Enforcing conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- Providing special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- Preparing inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
- Receiving, processing, and issuing building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into the City's computer tracking system.

Agency Name: City of Vallejo
Client Contact: Christina Ratcliffe, Planning and Development Director
Client Telephone: (707) 648-4382
Contact Email: Christina.ratcliffe@CityofVallejo.net
Project Dates: 2021 - Present

QUALIFICATIONS TO PROVIDE
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CITY OF PLYMOUTH

SECTION 3.5

SCOPE OF WORK - PUBLIC WORKS



SECTION 3: SCOPE OF WORK – PUBLIC WORKS

Our team developed its project and construction management project approaches from years of field experience providing the overall administration of the construction process. 4LEAF fully understands the construction process, works proactively to identify problems early, and mitigates each risk before it affects the project performance goals. The following work plan details our team's construction management and inspection approach to achieve the City's projected goals.

CONSTRUCTION MANAGEMENT

PRE-CONSTRUCTION

Constructability reviews and alternative construction methods allow for cost and schedule savings. Upon receiving a notice-to-proceed (NTP), our team will conduct a thorough constructability review that will focus on anticipating issues in the field and resolving them through fast and flexible problem solving. This approach will result in timely completion of the work, claims avoidance, and reduction of public inconvenience. Within a week after the review is complete, our CM team will meet with the City and design team to discuss any comments. To mitigate risks, our team will perform a preconstruction job walk and identify additional work items. The team will confirm project quantities and actively monitor removal, rehab, and/or replacement.



Our team will schedule, coordinate, and conduct a pre-construction conference with the City, Contractor, design engineer, utilities, and other stakeholders. An agenda will then be prepared in advance to notify attendees of key items for discussion. At the pre-construction meeting, we will discuss special contract and/or concerns, and establish the protocol to be used throughout the project. The meeting will highlight the contractor's responsibility for items such as order of work, permit and environmental agreements, safety and access, progress pay requests, labor compliance, submittals, RFIs, CCOs, quality control, materials certification, schedule updates, and weekly meetings. We will review the baseline schedule and verify that it meets all the required information prior to issuing the NTP to the contractor.

SCHEDULING

Our team will maintain a master project schedule to include all completed and scheduled work. We will provide updates on anticipated closure, detours, etc. The team will also provide updates to the City on construction progress and any other pertinent project information through monthly progress reports. This update will show current conditions and revisions required by actual progress.



The monthly progress billing will be tied to the construction schedule. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule



of values. This process ensures the Owner is accurately billed for the completed work monthly. We will approve the monthly construction schedule, including activity sequences/durations, schedule of submittals, and schedule of delivery for products with long lead-time.

PROJECT IMPACTS

We will work proactively to eliminate or reduce project impacts from change orders by providing first-line management of CCO administration including review and evaluation of CCO requests; independent estimates; project mitigation such as possible alternatives and negotiation as the City's advocate; written approval from the City's Construction Manager prior to approval of any extra work; investigation and inspection of site conditions that differ from those described in the contract documents; schedule impact and analysis and verification; recommendations to the project Owner on acceptance; impact mitigation; review of submittals in support, and recommendation for resolution, of claims and disputes; and verification of costs.

REVIEWS

The Construction Manager will perform on-going review throughout the project to avoid any potential claims. If claims arise, the Construction Manager will work with the City and Contractor to find the best solution to resolve any claims in a timely manner. The Construction Manager and Inspection staff bring a detailed understanding of the City's processes for administering CCOs per the City's standards & procedures. We will work closely under the direction of the City's Construction Manager with the contractor to verify that change orders are processed and executed promptly by the contract documents and City's procedures. Inspectors will verify all work performed under time and materials, including equipment, contractor crew, and field measurements quantities. The Construction Manager will perform a review and recommendation for any contractor change orders.

STATUS UPDATES

The Team will provide a monthly status update on the project construction budget, indicating actual costs for completed activities and work in progress. We will also include estimated costs for uncompleted work. This monthly report will identify variances between actual and budgeted or estimated costs and shall advise the City if any actual construction costs have exceeded or will exceed the project construction budget for the entire project or any project component. We will work closely with the contractor to ensure any issues are properly documented and corrected. We will review the engineer's estimate for accuracy.

The project budget will be closely reviewed and monitored, and the team will communicate any anticipated changes to the City. Strict compliance with the original scope of work and initial construction cost budget can be achieved through continuous, and timely communications with City staff. Our key members are immediately available and committed to fully staffing the project through completion to provide a quality project delivered on time and within budget. We will anticipate staffing needs and adjust our staffing as project needs change. Our Construction Manager will regularly evaluate construction management staffing to ensure resources are where they are most effective.

COST MANAGEMENT

Our team will track the value of the completed work to ensure accurate and detailed monthly progress billing by the Contractor and will proactively manage the change order process. Inspectors will verify all work performed under time and materials, including equipment, contractor crew, and field measurements quantities. We will



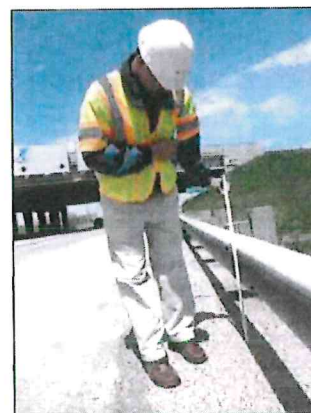
oversee all authorized work performed under unit costs and additional work performed based on actual costs of labor and materials of a force account.

PROGRESS MEETINGS

The construction management team will hold weekly construction/progress meetings with the contractor, City, and stakeholders to discuss current construction activities, contract issues, progress, procedures, problems, change orders (COs), submittals, request for information (RFIs), deficiencies, and go over the "look ahead" schedule for upcoming work.

PROJECT CLOSEOUT

We will prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to the City. All project documents will be delivered to the City at Project completion. The report will also include a section on future suggestions and lessons learned. Our Construction Manager will take a proactive approach at processing close-out documentation including completion of final punch list items, guarantees/warranties, as-built plans, commissioning, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance or record drawings. We will schedule and oversee the warranty repair requests within the one-year warranty. We will determine if any defects or imperfections are warranty issues. Upon completion of the project, we will provide the City with both hard and electronic copies of project documentation.



INSPECTION SERVICES

Our team will make on-site inspections to check the quality and quantity of the work performed by all trades and guard the City against defects and deficiencies in the work by the Contractor. As necessary, our team will inspect construction means, methods, techniques, and sequences to evaluate the Contractor's compliance with the intent of the construction documents and recommend necessary remedial action to the Contractor.

REPORTING

Our team of proposed Engineers and Inspectors have the knowledge, skill, and experience to inspect all the anticipated construction operations for this contract. Throughout the project, our inspectors will review contract documents, plans, and permits. Inspectors will monitor and enforce construction noticing requirements. The inspectors will use their expertise to provide field conflict resolutions. The inspectors' primary duties will be to inspect and verify all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, COs, and O&M manuals as well as maintenance of project documentation.



We will verify that all work conforms with the requirements and identify any issues of non-compliance with the applicable codes. Inspectors will meet with the project design team, City's consultants, and City staff to work out



any problems and resolve issues quickly and efficiently. The team will make recommendations to the City for any required special inspection or testing not in compliance with the provisions of the contract documents. The proposed staff will complete daily reports and progress reports for the City. Daily reports will include equipment, crews/personnel, weather, contractor's work on the site, work accomplished, problems encountered, and photos (before, during and after construction).



Reports will be accessible by City staff to ensure that the City is informed of the project progress and will be submitted weekly. The Team will provide digital photos and/or video documentation prior to work, with work in progress, and upon acceptance of work. The complete set of photographs/video will be submitted to the City at the completion of the project. A monthly progress report will include an overview of work accomplished during the previous month, an overview of work to be accomplished the following month, an updated schedule

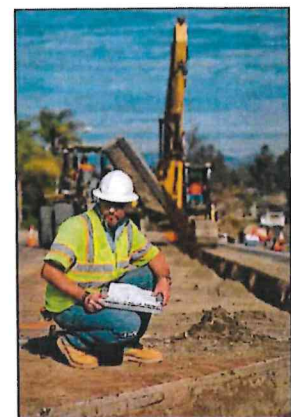
(based on the Contractor's schedule of values), a list of problem areas, if any, and proposed corrective actions, and a bar graph comparing the monthly and cumulative invoiced amounts with the total authorized CM budget. We will prepare and send a weekly statement of working days, days remaining, and rainy days to the Contractor.

We will coordinate with the Contractor and the City when the work is ready for final inspection. We will conduct a final inspection/walk-through including City staff, Contractor, maintenance/service personnel, and project architect/design consultant. We will also review and process the release of retention. We will obtain evidence of certification of the release of all liens and stop notices. We will obtain certification of delivery of record drawings to the City and design engineer. We will advise the City when the Notice of Completion (NOC) should be filed prepare the final punch list when the contractor has certified and demonstrated the work is complete.

SERVICES

The following represents the normal responsibilities associated with providing construction inspection during the construction phase of a project. The actual services are tailored to meet the specific needs of each project:

- Providing daily inspection and documentation of job-related activities
- Monitoring and documenting Contractor's work for adherence to contract plans and specifications
- Preparing and maintaining thorough daily inspection reports
- Providing continual review of plans and specifications
- Coordinating schedules for testing and surveying
- Documenting information related to manpower, equipment, and time for extra or force account work
- Attending all necessary meetings
- Providing accurate measured quantities and review pay estimates submitted by contractor
- Providing pictorial and/or video logbook of construction activities, and maintain separate "as-builts"
- Reporting all discrepancies requiring corrective actions to the construction manager and/or owner
- Meeting with Contractor to review proposed work and schedule inspection
- Developing "Punch List" items and following up with corrective measures



**PROJECTS REQUIRING OSHPD, DSA, ICC, ETC.**

4LEAF maintains an updated database complete with each inspector's skillsets, certifications, project history, continuing education, etc. Our Project Manager will work closely to identify the right inspector for each assignment/task. 4LEAF has a proven track record of providing Inspectors for daily assignments or specialty assignments—this includes staff augmentation and project staff augmentation roles.

STATUS UPDATES

Keeping the City informed of project/contract status is as important as physically doing the work. As such, our PM will keep the City's Construction Manager apprised of project status through regular progress and budget reporting. We will report progress, identify potential problem areas, and keep the City informed on budget and schedules on a regular basis.

To accomplish the above, we propose two reporting tools, 1) a Work Order Tracking Report and 2) Monthly Expenditure Reports. These reports will be updated monthly, submitted to the City Construction Manager, and reviewed in a monthly update meeting. The frequency of reporting/meeting and content of each report will be discussed in detail with City staff following contract award.

Work Order Tracking	Monthly Expenditure Reports
Our Project Manager will submit a monthly expenditure report for each Work Order to include the following: ➤ Work Order status ➤ Notice to Proceed (NTP) date ➤ Schedule ➤ Budget ➤ Expended amount to date ➤ Remaining budget to date ➤ Pertinent Comments	Our Project Manager will submit a monthly expenditure report for each Work Order to include the following: ➤ Percent of completion ➤ Percent expended ➤ Summary of monthly activity ➤ Identification of problem areas

In addition to the above listed items, the monthly expenditure report will include a Work Order summary, a list summarizing budget and status, and a monthly invoice summary (i.e.: invoiced this month, prior amount invoiced, billed to date, etc.).

CLIENT RELATIONSHIPS

Providing Inspection personnel with the partnership mentality is what has set 4LEAF apart from our competition. We believe that working with the design professionals, contractors, construction managers, project managers, and City personnel will allow all of us to get to a desired outcome and preserve both schedule and budget in the process. Complex IOR work requires a 24/7 approach for being accessible to ensure all items are communicated and addressed in an expeditious manner. Where possible, 4LEAF is willing to assist other projects (whether billable or non-billable) to ensure conformity and consistency as well as to maintain positive relationships.

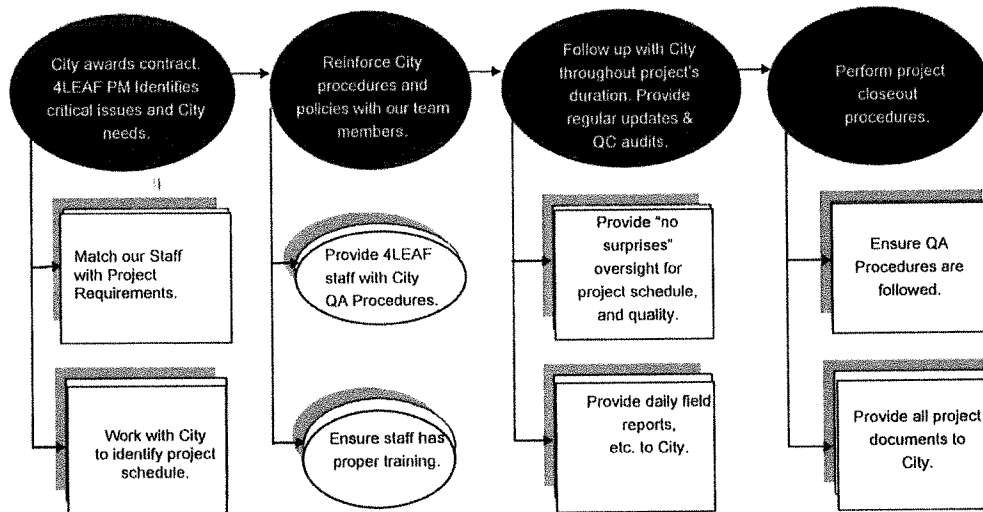
Quality Control

Since our inception, 4LEAF has excelled in providing plan review, construction management, and inspection services to more than 350 clients including private entities, cities, counties, state, and federal agencies. Having



worked with many public agencies, we know how to accomplish the roles of project management, construction management, and inspection on projects of all sizes, durations, and complexities from conception to completion. We realize this is not an easy task—procedures must be followed, and documentation must be maintained in order to properly close out a project. 4LEAF is dedicated to improving the effectiveness of our methodology which will assist the City in achieving its goals.

Below, we have detailed out general methodology/process managing Task Order projects:



We understand that an effective Quality Assurance (QA) program is necessary to deliver a quality project and that the program has a place in each stage of the project's life. The above graphic illustrates how QA and Quality Control (QC) are the heart of any project. We believe that quality and safety must be maintained as the ultimate priority of every person involved in a project. Without quality, the other elements of the project don't matter. We agree with the definition of an effective Quality Management System as "not just one where good products and services are delivered." Rather, it is one that continuously seeks to improve the products and services being delivered and the corresponding delivery processes used by the organization.

- We will ensure QA Plan compliance throughout the project's duration.
- We will monitor and assist with QA deviations/non-compliance actions until resolved.
- We will systematically and continually review plan review, inspection procedures, and activities for compliance with the procedures.
- We will implement and maintain effective procedures to ensure that all complies with requirements.
- Our QA program will emphasize both preventative and verification activities. We will conduct and formally document verification processes, including both daily and weekly review of documents and maintenance of checklists and/or logs for control of documentation.



4LEAF, INC.

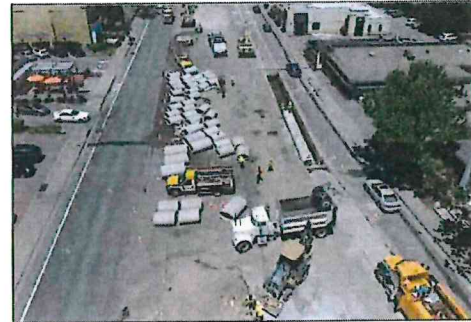
CONSTRUCTION MANAGEMENT • PLAN CHECK
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PROJECT EXPERIENCE

City of Mill Valley, CA

Construction Management and Inspection Services

4LEAF provided the CM and Inspection services to the City of Mill Valley for the \$13.5M Miller Avenue Streetscape Project capital improvement project, which has dramatically improve multi-modal movements for pedestrians, bicyclists, and motor vehicles. It will install new underground utilities, rehabilitate asphalt pavement; and replace sidewalks, utility boxes, streetlights, and landscaping to beautify more than two miles of Miller Avenue. Project includes the Full-Depth-Reclamation (FDR) and Cold-In-Place Recycling (CIR) asphalt paving methods, as well as various sanitary sewer rehabilitation methods including pipe bursting, cured-in-place lining, and open trench pipe removal and replacement.



As the largest Public Works project ever undertaken by the City of Mill Valley in the heart of its downtown district, the project has garnered a large amount of attention from stakeholders. The City is well known as being home to residents who are heavily involved in city issues. 4LEAF has been formally recognized and commended by elected officials, city staff, multiple residents, and businesses for created a very positive construction environment through 4LEAF's full-time on-site presence and availability in coordinating issues specific to traffic, parking, safety, pedestrians, and businesses.



Services performed by 4LEAF included:

- Performing close collaboration between the City staff, design firm, construction contractor, and 4LEAF's subconsultants for materials testing/special inspection and schedule management.
- Performing extensive daily public outreach and communications with downtown business owners concerning issues such as access to their properties; collecting daily photographs of construction activities.
- Managing project documentation according to LAPM requirements as required for federal funds.

Agency Name: City of Mill Valley
Client Contact: Andrew Poster, P.E., T.E. - DPW
Client Phone: (415) 384-4800
Client Email: Aposter@cityofmillvalley.org
Project Dates: 2016 – 2017



4LEAF, INC.

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City of Pacifica

Wet Weather Equalization Basin Project

4LEAF provided Project Management, Construction Management, and Inspection Services for the City of Pacifica's \$19M Wet Weather Equalization (EQ) Basin project. 4LEAF also provided Project Management and Constructability Review services during the Geotechnical Investigation, Design, and California Environmental Quality Act (CEQA) Evaluation phases of the project. The project was constructed to eliminate capacity-related sanitary sewer overflows (SSOs) in the City's sanitary sewer collection system during the rainy season. The EQ Basin and pipelines were constructed adjacent to and within residential neighborhoods, and 4LEAF performed daily noise monitoring inside and adjacent to the project area and extensive public outreach. 4LEAF was responsible for coordination and ensuring contractor compliance of the CEQA Mitigation Monitoring and Reporting Plan as well as assisting in obtaining Addendums to the CEQA document.



Construction began in June 2017 and the following key construction activities were performed:

- Drilling and sampling activities by 4LEAF to perform in-situ waste characterization of the 23,000 cubic yards (cyds) of soil to be excavated for the EQ basin.
- Site demolition.
- Construction of a perimeter sound wall adjacent to nearby residences.
- Construction of a 3-foot-thick outer concrete cutoff wall (24 interconnected panels) to depths ranging between 50 and 70 feet below ground surface (bgs) around the perimeter of the EQ Basin structure.
- Installation and operation of a localized dewatering system during construction of EQ Basin structure.
- Construction of a 5-foot-thick reinforced concrete mat slab and 2-foot-thick inner concrete liner wall.
- Installation of all mechanical piping, electrical conduit and wiring, motor control center bldg. w/ PLC panel, discharge pumps, explosive-proof lighting, odor control piping, blowers, and GAC vessel.
- Restoration of parking lot, sidewalks, lighting, and bio-retention basins for surface stormwater runoff.
- Installation of approx. 200 feet of 36-inch-diameter steel casing using jack-and-bore techniques.

Agency Name: City of Pacifica
Client Contact: Louis Sun, P.E., Deputy Director Public Works
Client Phone: (650) 738-4662
Client Email: SunL@ci.Pacifica.ca.us
Project Dates: 2015 – 2020

QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO THE
CITY OF PLYMOUTH

SECTION 3.6

SCOPE OF WORK - FIRE



SECTION 3: SCOPE OF WORK – FIRE

APPROACH

Our Fire team is comprised of experienced Fire Plan Reviewers, Fire Protection Engineers, Fire Marshals, and Fire Chiefs. 4LEAF's fire inspectors are all **ICC and/or OSFM Certified** and experienced working within a municipal work environment. Our fire plan review and inspection processes similarly follow the procedures and timelines outlines in our Building plan review and inspection sections. We have worked on several high-profile contracts for fire prevention services and recovery programs including:

- City of Victorville – Fire Prevention Program and Fire Plan Review Services
- City of Malibu – Fire Recovery and Plan Review Services
- City of Murrieta Fire Department – Fire Plan Review, Fire Inspection, and Fire Marshal Services
- University of California, Santa Barbara – Fire Plan Review Services
- Ventura County – Plan Review and Fire Recovery Services
- Jackson County, Oregon – Fire Recovery Program
- Santa Cruz County – Fire Recovery Program
- Solano County – Fire Recovery Program
- Sonoma County – Fire Recovery Program
- Town of Paradise – Fire Recovery Program
- Livermore Pleasanton Fire Department – Fire Review and Inspection Services
- City of Oakland Fire Department – Fire Plan Review Services

Fire Plan Review Services

4LEAF can provide plan review services for all types of occupancies and construction types to ensure compliance with all adopted codes, local ordinances and state and federal laws, ordinances, regulations, and standards that pertain to Fire Life Safety Including, but not limited to:

- CA Title 24, Parts 2, 3, 4, and 9
- NFPA 13, 13R, 13D, 24, and 72
- Local amendments to the California Building and Fire Codes
- California Health and Safety Code
- Municipal Fire Standards & Municipal Codes
- National Fire Protection Referenced Standards

4LEAF is one of the Fire Life Safety industry's leaders in Plan Review Services. Our Fire Plan Review Services include:

- | | |
|--|-------------------------------------|
| ➤ Compliance for Site Access Requirements | ➤ Review of Methods Requests |
| ➤ Compliance for Fire Flow Requirements | ➤ Annual Business Inspections |
| ➤ Review of Fire Prevention, Suppression, and Detection Systems | ➤ Complete Fire Prevention Services |
| ➤ Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump Code Compliance | ➤ New Construction Inspections |
| ➤ Hazardous Occupancies, High Piled Storage, and Smoke Control Systems | ➤ Fire Alarm/Sprinkler Inspections |
| ➤ Review of Alternate Means | ➤ Special Event Permits |
| | ➤ Hazardous Materials Inspections |
| | ➤ In-House Plan Review |
| | ➤ Off-Site Plan Review |



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PROJECT EXPERIENCE

Menlo Park Fire Protection District, CA

Fire Review & Fire Inspection Services

4LEAF is currently supplying on-site inspection and on-site review for projects in the Menlo Park Fire Protection District. 4LEAF's scope includes performing professional duties in the inspection and assessment of hazardous materials facilities and sites.



Agency Name: Menlo Park Fire District
Contact Name: John Johnston
Contact Phone: (650) 688-8400
Contact Email: JohnJ@MenloFire.org
Dates of Services: 2014 - Present

County of San Mateo, CA

Fire Plan Review & Fire Inspection Services

4LEAF has been supplying fire inspection, fire plan review, and administrative services for the County of San Mateo since 2020. 4LEAF's scope of services include:

- Plan review of planning and development applications submitted to the San Mateo County Planning and Building Department for conformance with State and local fire codes, standards, and regulations, including structural, non-structural fire-life safety, plumbing, mechanical, electrical, energy to the extent required for specific submittals.
- Provide experienced certified fire inspectors for on-call inspection support to supplement county fire staff and to accommodate peak demand or temporary staff replacement upon request of County.



Agency Name: County of San Mateo
Contact Name: Gary Silva, Fire Marshal
Contact Phone: (650) 345-1612
Contact Email: Gary.Silva@foire.ca.gov
Dates of Services: 2020 - Present

Yuba City Fire Department, CA

Fire Plan Review & Fire Inspection Services

4LEAF is currently supplying on-site inspection and on-site review for projects in the City of Yuba City. 4LEAF has inspected a variety of commercial, industrial, educational, and multi-family residential buildings for compliance with local, state, and national regulations. 4LEAF has provided inspections and tests for the installation and operation of fire protection systems, and assisted the Fire Marshal and other officers in investigating the cause and origin of fires.



Agency Name: Yuba City Fire Department
Contact Name: Jesse Frias, Fire Marshal
Contact Phone: (530) 822-4809
Contact Email: JFrias@YubaCutt.net
Dates of Services: 2020 - Present

**EXHIBIT B
FEE SCHEDULE**



FEE SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF PLYMOUTH

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 70% <i>(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)</i> Hourly Plan Review: \$125 Non-Structural Review \$150 Structural Review	Fee includes: ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$175/hour
Structural Plan Review Engineer	\$150/hour
Non-Structural Plans Examiner	\$125/hour
Mechanical & Plumbing Plans Examiner	\$140/hour
Electrical Plans Examiner	\$160/hour
Certified Access Specialist (CASP) Inspector	\$185/hour
Certified Access Specialist (CASP) Plans Examiner	\$185/hour
Senior Combination Building Inspector (Building Inspector III)	\$115/hour
Commercial Building Inspector (Building Inspector II)	\$103/hour
Residential Building Inspector (Building Inspector I)	\$90/hour
Permit Manager	\$90/hour
Senior Permit Technician	\$80/hour
Permit Technician	\$70/hour
Clerk/Administrator	\$60/hour
Civil Plan Review (Grading, Improvement Plans)	\$185/hour
Supervising Inspector of Record	\$148/hour
Inspector of Record	\$115 - \$135/hour
DSA Class 1 / OSHPD A Inspector	\$175/hour
DSA Class 2 / OSHPD B Inspector	\$145/hour
DSA Class 3 / OSHPD C Inspector	\$103/hour
GoFormz Software	\$50/user monthly

Code Enforcement

Code Enforcement Director	\$155/hour
Code Enforcement Manager	\$140/hour
Senior Code Enforcement Officer	\$115/hour
Code Enforcement Officer II	\$110/hour

**4LEAF, INC.**CONSTRUCTION MANAGEMENT • PLAN CHECK
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Code Enforcement Officer I\$105/hour

Fire

Fire Protection Engineer (FPE).....\$180/hour

Fire Prevention Officer\$148/hour

Fire Plans Examiner\$155/hour

Fire Inspector II.....\$120/hour

Fire Inspector I.....\$110/hour

Planning

Housing Policy Director\$258/hour

Planning Director.....\$185/hour

Principal/Planning Manager\$155/hour

Senior Planner\$144/hour

Associate Planner\$124/hour

Assistant Planner\$104/hour

Senior Planning Technician.....\$77/hour

Planning Technician.....\$67/hour

Project Management

Project Manager\$185/hour

Principal-in-Charge\$258/hour

Engineering, Public Works Inspection, & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)\$175/hour

Traffic Engineer.....\$230/hour

Construction Manager.....\$162/hour

Certified Access Specialist (CASp) Inspector (Regular time)\$165/hour

Certified Access Specialist (CASp) Inspector (Nighttime)\$186/hour

Certified Access Specialist (CASp) Inspector (Overtime).....\$223/hour

Certified Access Specialist (CASp) Plans Examiner.....\$165/hour

Public Works Inspector (Regular Time)\$153/hour

Public Works Inspector (Nighttime).....\$172/hour

Public Works Inspector (Overtime)\$207/hour

Public Works Inspector Apprentice.....\$99/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.



- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Deferred submittals will be charged hourly unless agreed to in writing by both parties to make it inclusive of the plan review fee.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official



request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.

- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
 - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

11

11

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF PLYMOUTH AND 4LEAF, INC.**

THIS AGREEMENT for professional services is made by and between the City of Plymouth, a California municipal corporation ("City") and 4Leaf, Inc., a California corporation, ("Professional") as of November 1, 2023, (the "Effective Date"). City and Professional shall be referred to herein separately as a "Party" and collectively as "Parties".

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on the date of completion. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. All personnel, including those reassigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement, or any part of it, unless such subcontracting is expressly approved by City in writing.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional fees as listed in accordance with the fee schedule on pages 1-4 of Exhibit B. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only

payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Professional shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs, if any, incurred prior to the invoice date. Invoices shall contain the following information:

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

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

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed \$100,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator, as defined in Section 11.9.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, unless otherwise specified below, shall procure the types and

amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Professional shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects and that such insurance is in effect prior to beginning work to the City. Professional shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general

aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance evidencing required policies delivered to Professional by the insurer, including complete copies of all endorsements attached to those certificates. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Professional beginning work, it shall not waive the Professional's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the

right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

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

Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

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

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the services required by this Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. Confidentiality. Professional understands and agrees that, in the performance of services under this Agreement or in the contemplation thereof, Professional may have access to confidential information or other materials exempt from public disclosure, and that such information may contain sensitive or confidential data, the disclosure of which to third parties may be damaging to City ("Confidential Information") or any third party. Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

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

- 10.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional to this Agreement.
- 10.3 Inspection and Audit of Records.** Any records or documents that Section 10.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 Attorneys' Fees and Costs.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court, Eastern District of California.
- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 11.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 11.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code section 81000 et seq.

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

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

- 11.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 11.9 **Contract Administration.** This Agreement shall be administered by the City Manager of the City of Plymouth ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.10 **Notices.** Any written notice to Professional shall be sent to:
4Leaf, Inc.
Joe Nicolas
8896 North Winding Way
Fair Oaks, CA 95628

pmartinez@4Leafinc.com (for Insurance Update Requests)

Any written notice to City shall be sent to:

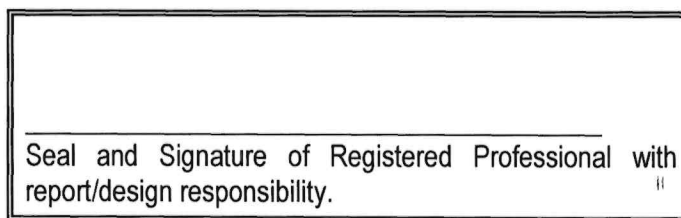
City of Plymouth

Margaret Roberts, City Manager

PO Box 429

Plymouth, CA 95669

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



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

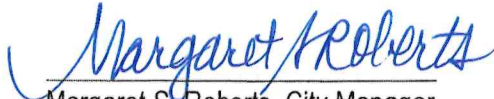
Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

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

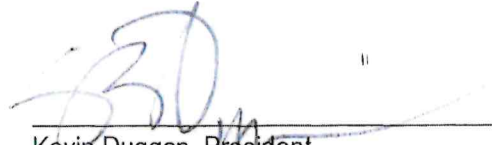
[signatures on the following page]

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

CITY


Margaret S. Roberts, City Manager

PROFESSIONAL


Kevin Duggan, President

Attest:


Victoria McHenry, Deputy City Clerk

Approved as to Form:

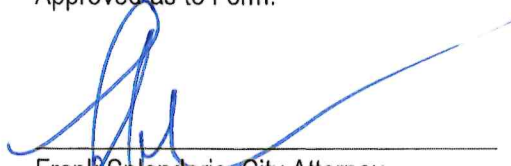

Frank Splendorio, City Attorney

EXHIBIT A
SCOPE OF WORK

