AGENDA
CITY OF PLYMOUTH
City Council

REGULAR MEETING

THURSDAY JUNE 13, 2024

Council Chambers
9426 Main Street, Plymouth, California

Marianne Akerland, Mayor

Michael McLaughlin, Vice Mayor
Doug Sim, Council Member
Peter Amoruso, Council Member
Keith White, Council Member

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

CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING AGENDA
Thursday, June 13, 2024
6:30 PM

In-person participation by the public is permitted. As an alternative to in-person public comment, members of the public not attending in-person may submit written comments prior to the meeting by emailing your comment to the Deputy 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.

Marianne Akerland, Mayor

Michael McLaughlin, Vice Mayor
Peter Amoruso, Council Member
Douglas Sim, Council Member
Keith White, 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.

This meeting will be recorded. Council Chambers are wheelchair accessible. Special accommodation may be requested by contacting the Deputy City Clerk 72 hours before the meeting. ***Please silence all cell phones or similar devices***.

1. CALL TO ORDER/ROLL CALL:

- **Roll Call**
- **Pledge of Allegiance**

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF JUNE 13, 2024

3. 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 Deputy 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 agendized 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 MAY 23, 2024

5.3 RECEIVE THE APRIL WARRANT REGISTER

5.4 RECEIVE THE MAY WARRANT REGISTER

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

7.1 ADOPT RESOLUTION 2024-07 APPROVING THE FISCAL YEAR 2024/25 BUDGET

RECOMMENDATION: ADOPT RESOLUTION 2024-07 APPROVING THE FICAL YEAR 2024/25 BUDGET

7.2 APPROVE A PROPOSAL WITH WESTWATER RESEARCH LLC, FOR WATER MARKET ADVISORY SERVICES FOR A MONTHLY RETAINER OF $6,500 PER MONTH PLUS INCENTIVE COMPENSATION

RECOMMENDATION: APPROVE THE PROPOSAL WITH WESTWATER AND AUTHORIZE CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES

7.3 RECEIVE A REPORT FROM THE SHERIFF'S CONTRACT AD HOC COMMITTEE AND AUTHORIZE THE CITY TO PROCEED WITH A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR LAW ENFORCEMENT SERVICES

RECOMMENDATION: RECEIVE REPORT AND AUTHORIZE THE RFQ/P PROCESS

7.4 AWARD A CONTRACT TO ABSO TECHNOLOGY TO PROVIDE IT SERVICES FOR $1,730 PER MONTH

RECOMMENDATION: AWARD THE IT CONTRACT TO ABSO TECHNOLOGY

7.5 DISCUSS AND PROVIDE DIRECTION ON ANIMAL CONTROL SERVICES

RECOMMENDATION: PROVIDE DIRECTION FOR ANIMAL CONTROL SERVICES

7.6 CONSIDER ADOPTION OF RESOLUTION 2024-08 AND 2024-09 CALLING FOR AN ELECTION, REQUESTING THE CONSOLIDATION OF ITS ELECTIONS WITH THE STATEWIDE PRESIDENTIAL GENERAL ELECTION, FILING A NOTICE OF ELECTION WITH THE REGISTRAR OF VOTERS, SUBMITTING TO THE VOTERS MEASURES TO CHANGE THE OFFICE OF THE CITY CLERK AND OFFICE OF THE CITY TREASURER FROM ELECTED OFFICES TO APPOINTED OFFICES

RECOMMENDATON: APPROVE RESOLUTION 2024-08 AND 2024-09 AS PRESENTED

7.7 CONSIDER A CONTRACT WITH 4LEAF FOR CODE ENFORCEMENT SERVICES FOR 6 MONTHS FOR AN AMOUNT NOT TO EXCEED $22,260

RECOMMENDATION: APPROVE THE CONTRACT WITH 4LEAF

7.8 ADOPT RESOLUTION 2024-10 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/45 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: APPROVE RESOLUTION 2024-10 APPROVING THE LIST OF PROJECTS TO BE FUNDED BY SB 1

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

8.1 CITY MANAGER'S REPORT

8.2 MAYOR & COUNCIL MEMBERS' REPORTS

8.3 COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

9. ADJOURNMENT

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 Deputy 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 Deputy City Clerk's Office at (209) 245-6941 prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Victoria McHenry, Deputy City Clerk for the City of Plymouth, declare that the foregoing agenda for the June 13, 2024, Regular Meeting of the Plymouth City Council was posted and available for review on June 10, 2024, 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
Deputy City Clerk

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PUBLIC COMMENT

5.1

CORRESPONDENCE

Kit Carson Mountain Men Wagon Train

Amador County "Days of 49"

April 24 – 28th, 2024

May 17, 2024

City of Plymouth

Dear Ladies and Gentlemen,

Thank-you kindly for your sponsorship of the 2024 **Kit Carson Mountain Men "Days of 49" Wagon Train.** Your banners were displayed proudly on one of our wagons for the entire journey.

Since our beginning in 2014, your continued support over the past 10 years has made it possible for an entire generation of kids to experience the traditions and culture of California's pioneers. Equally worthwhile, families and tourists were given the opportunity to see an authentic covered wagon train.

As I hang up my reins as the Event Coordinator for the KCMM Wagon Train, I am personally excited at planning for the continued growth and success of the **KCMM Days of 49 "street" Celebration and Parade**, in Jackson, the last weekend of April, 2025.

Thanks again, Dianne

Dianne Oneto
Wagon Train Director &
Event Coordinator

John Queirolo
Wagon Train Event Founder &
Kit Carson Mountain Man

DocuSign Envelope ID: AE706866-6015-4DCB-96CA-715071C09A5D

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, *Governor*

DEPARTMENT OF WATER RESOURCES
P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

April 16, 2024

To: City and County Land Use Agencies or
Urban Water Suppliers with Designated WELO Authority/Responsibility

Subject: Late Water Efficient Landscape Ordinances Implementation Report

California cities and counties, or water suppliers with designated authority/responsibility are required to report to the California Department of Water Resources (DWR) by January 31, each year, on the review and approval of landscape projects subject to the Model Water Efficient Landscape Ordinance in their jurisdiction (Title 23, Division 2, Chapter 2.7, §495(a)) (Water Efficient Landscape [WELO] Report). This reminder letter is being sent to all applicable designated authorities that have not yet filed their 2023 WELO Report.

DWR records indicate that you have not yet filed your 2023 WELO Report. The WELO Report must be filed regardless of whether or not you reviewed any WELO applicable landscape projects. Please submit your 2023 WELO Report through DWR's online Water Use Efficiency Data reporting portal at: WUEdata.water.ca.gov. Submitted reports are published immediately and available to the public through the WUEdata portal. If you need assistance with creating your WUEdata account, please follow the steps in the guidance received with this letter.

Information about the MWELO program is available through the MWELO webpage.

Thank you for your support and assistance as we work together to improve the efficiency of California's landscape water use.

If you have any questions, please contact Julie Saare-Edmonds at (916) 715-7289 or email the MWELO Team at welo@water.ca.gov.

Sincerely,

Ryan Bailey

Ryan Bailey, Manager
Water Use Efficiency Branch

DATE: May 31, 2024
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES FOR ITS 2025 ERRA FORECAST APPLICATION (A.24-05-009)

Acronyms you need to know
PG&E: Pacific Gas and Electric Company
CPUC: California Public Utilities Commission

Why am I receiving this notice?
On May 15, 2024, PG&E filed its Energy Resource Recovery Account (ERRA) Forecast application with the CPUC requesting approval to change rates for the following:

- Recovery of $3 billion in costs related to fuel needed to produce electricity as well as buying energy from third parties to serve bundled customer loads that are included in ERRA
- Setting certain charges for bundled and departing load customers for the recovery of costs of PG&E's portfolio that are included in the Power Charge Indifference Adjustment (PCIA), ongoing Competition Transition Charge (CTC), Cost Allocation Mechanism (CAM) and Public Purpose Program (PPP) rate

Certain costs included in this application are associated with renewable resources to further the state's energy policy goals.

In addition, as part of this application, PG&E customers will also receive the California Climate Credit. The credit will be applied twice a year in April 2025 and October 2025 for residential and small business electric customers.

Why is PG&E requesting this rate change?
The ERRA Forecast proceeding is the regulatory process to forecast fuel and purchased power costs which can be recovered in customer rates. While this may result in a change in rates, PG&E recovers these costs with no mark-up for return or profit. If the CPUC approves this application, PG&E will recover its costs in electric rates effective January 1, 2025.

PG&E will update its rate proposal later in the year to reflect updated market conditions as well as update other proposals submitted in this application. Market prices may be higher or lower than at the time the application was filed, which may result in higher or lower rates and bill impacts than those initially presented.

In addition, at the end of the year, PG&E will compare actual costs to the revenues forecasted in this application and will apply any differences toward next year's application.

How could this affect my monthly electric rates?
Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. Detailed rate impact information is being sent directly to customers in a bill insert.

The bill for a typical residential customer using 500 kWh per month would decrease from $226.05 to $205.24 or 9.2%.

Direct Access and Community Choice Aggregation customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. On average, rates for services provided by PG&E to these customers would increase by 2.8% if this application is approved. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is other Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. On average, existing Departing Load customers would see a rate decrease of 4.5%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?
This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E
If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY, call **1-800-652-4712**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

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

Pacific Gas and Electric Company
2025 ERRA Forecast Application (A.24-05-009)
P.O. Box 1018
Oakland, CA 94604-1018

CONTACT CPUC
Please visit **apps.cpuc.ca.gov/c/A2405009** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **Public.Advisor@cpuc.ca.gov**
Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference PG&E's **2025 ERRA Forecast Application A.24-05-009** in any communications you have with the CPUC regarding this matter.

5.2

CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING MINUTES DRAFT
Thursday, May 23, 2024
6:30 PM

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1. CALL TO ORDER/ROLL CALL: Called to order at 6:39pm

COUNCIL MEMBERS PRESENT: Marianne Akerland, Mayor, Michael McLaughlin, Vice Mayor, Peter Amoruso, Doug Sim, Keith White

COUNCIL MEMBERS ABSENT: None

STAFF/ADVISORY PRESENT: Margaret Roberts, City Manager, Frank Splendorio, City Attorney, Mary Morris-Mayorga, Finance Director, Victoria McHenry, Deputy City Clerk, Dana Knight, Zoom Technician

STAFF/ADVISORY ABSENT: McLean Sonnenberg, City Clerk, Joyce Czerwinsky, City Treasurer

Pledge of Allegiance led by Council Member Doug Sim

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF MAY 23, 2024

Motion made by Vice Mayor McLaughlin, second by Council Member Amoruso to approve the meeting agenda of May 23, 2024, as presented. Motion passed by a roll call vote 5-0.

3. PUBLIC COMMENT:

Jolinda Sim representing the American Red Cross commended City staff on the success of their swim lessons and scheduling. She voiced the necessity of swimming safety and lessons as ways to help prevent swimming fatalities.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS: NONE

5. CONSENT CALENDAR ITEMS:

5.1 CORRESPONDENCE

There was correspondence from PG&E and NRWA.

5.2 APPROVE THE REGULAR MEETING MINUTES OF APRIL 25, 2024

5.3 APPROVE THE SPECIAL MEETING MINUTES OF MAY 4, 2024

Motion made by Council Member Amoruso, second by Vice Mayor McLaughlin to approve the consent calendar as presented. Motion passed by a roll call vote 4-0-1 with Council Member White abstaining due to his absence during the meetings for 5.2 and 5.3.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

7.1 REVIEW THE 2024/25 DRAFT BUDGET INCLUDING FIVE-YEAR FISCAL PROJECTIONS

RECOMMENDATION: RECEIVE REPORT AND PROVIDE FEEDBACK AND DIRECTION

Finance Director Mary Morris-Mayorga addressed the City Council with progress for the 2024/25 budget. She had a slide presentation mapping out projections and goals. After Council discussion Finance Director Morris-Mayorga was given direction to continue with the budget preparation.

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

8.1 CITY MANAGER'S REPORT

City Manager Roberts met with the County Sheriff's Office, CHP, Fair staff and Amador Fire District regarding Fair logistics regarding this year's County Fair in July. She also attended the CIRA Risk Management meeting and in that meeting she was informed of a 3% increase in costs that will need to be factored into this year's budget.

8.2 MAYOR & COUNCIL MEMBERS' REPORTS

Vice Mayor McLaughlin mentioned the upcoming two Town Hall Meetings that the Sheriff Ad Hoc Committee is holding regarding the city's Law Enforcement Services Contract. The first meeting is May 30th at 6pm and the second meeting is June 1st at 9am. He is also looking into better understanding the CFD and how it works.

Mayor Akerland asked City Attorney Splendorio if other Council Members could attend the Town Hall Meetings. City Attorney Splendorio said that they could not attend due to it not being a Brown Act meeting.

8.3 COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Sim mentioned that the city was in the process of getting the park renovated. He said

that a landscape architect company was working on a plan for ideas.

Council Member Sim also said that he had spoken with Caltrans regarding the walking trail from Zinfandel Parkway to the roundabout. He stated it should be going out to bid next week and once awarded it should be completed in a couple of months and that it is completely funded by the state of California. Council Member Sim also asked for a monthly status report from our Code Enforcement Officer. He also asked that the Council ask the City Manager to contact Sun Industries to inquire about the 49er Village future development plans. Council Member Sim asked that the Council ask Public Works to update them with a monthly report of projects, repairs and other things that are going on in the City. He requested that it be looked into as to why we have no contact with the City Clerk or City Treasurer. Council Member Sim also asked for a monthly status report on the grant funded Fire Station Project. City Attorney Splendorio asked Council Member Sim to please use this time in the meeting to future agenda items.

Vice Mayor McLaughlin asked for an update on water rights. City Manager Roberts mentioned that there would be a West Water Contract at the next meeting.

Mayor Akerland said it was her desire sooner than later to have the 49er Village issue revisited. She also would like to have the City Clerk/Treasurer issue also be put on the ballot this November. There was concurrence from the council to revisit both issues.

Council Member Amoruso mentioned that Ione was also looking into having their City Clerk and Treasurer be appointed positions instead of elected.

ADJOURNMENT AT 7:24 pm

DRAFT

5.3

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99968	E	181 PAYCHEX INC.	132.00	04/08/24	4/24		
						CL 2282	132.00
-99967	E	181 PAYCHEX INC.	132.00	04/25/24	4/24		
						CL 2362	132.00
29121	S	33 AMADOR COUNTY VINTNERS ASSOCIATION	10000.00	04/08/24	_____		
						CL 2322	10000.00
29122	S	29 AMADOR FIRE PROTECTION DIST	17827.00	04/08/24	_____		
						CL 2317	17827.00
29123	S	35 AMADOR WATER AGENCY	100557.98	04/08/24	_____		
						CL 2268	100557.98
29124	S	999999 BEN CROCKER	1563.68	04/08/24	_____		
						CL 2318	1563.68
29125	S	75 CITY OF PLYMOUTH	9900.00	04/08/24	_____		
						CL 2320	9900.00
29126	S	999999 DANA KNIGHT	66.24	04/08/24	_____		
						CL 2324	66.24
29127	S	374 DMV RENEWAL	54.00	04/08/24	_____		
						CL 2321	54.00
29128	S	89 MICHELE GERMAN-DAVIS	1500.00	04/08/24	_____		
						CL 2293	1500.00
29129	S	168 NOVACOAST IT	525.00	04/08/24	_____		
						CL 2309	525.00
29130	S	178 PACIFIC GAS & ELECTRIC	1372.74	04/08/24	_____		
						CL 2307	1372.74
29131	S	181 PAYCHEX INC.	408.35	04/08/24	_____		
						CL 2292	408.35
29132	S	253 PLYMOUTH ACE HARDWARE	857.18	04/08/24	_____		
						CL 2301	857.18
29133	S	201 SHENANDOAH STATION	798.67	04/08/24	_____		
						CL 2274	798.67
29134 C	S	373 SHIRLEY LOUGHRAN-BARNES	0.00	04/08/24	_____		
						CL 2323	
29135 *	S	239 UP COUNTRY POOL CENTER	170.25	04/08/24	_____		
						CL 2316	170.25
29136	S	26 AMADOR COUNTY FAIR	1390.00	04/11/24	_____		
						CL 2295	1365.00
						CL 2332	25.00
29137	S	254 AT&T	428.83	04/11/24	_____		
						CL 2272	428.83
29138	S	45 BEST BEST & KRIEGER	22895.06	04/11/24	_____		
						CL 2276	22895.06
29139	S	257 CA BUILDING STANDARDS COMMISSION	49.00	04/11/24	_____		
						CL 2259	49.00
29140	S	66 CALIFORNIA LABORATORY SERVICES	5430.00	04/11/24	_____		
						CL 2329	5430.00
29141	S	69 CARBON COPY INC.	53.16	04/11/24	_____		
						CL 2283	53.16

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
29142	S	76 CLARK PEST CONTROL	331.00	04/11/24	_____		
						CL 2279	331.00
29143	S	306 DEPT OF CONSERVATION	128.40	04/11/24	_____		
						CL 2270	128.40
29144	S	334 FIRE RISK MANAGEMENT SERVICES	6191.54	04/11/24	_____		
						CL 2202	3095.77
						CL 2304	3095.77
29145	S	999999 JOSEPH TARANTINO	58.41	04/11/24	_____		
						CL 2333	58.41
29146	S	371 LAURIE STORY VELA	200.00	04/11/24	_____		
						CL 2334	200.00
29147	S	999999 MARIE FROEHLICH	400.00	04/11/24	_____		
						CL 2326	400.00
29148	S	200 SHENANDOAH EXCAVATING	5693.88	04/11/24	_____		
						CL 2327	5693.88
29149	S	372 SUSAN AMENTLER	3900.00	04/11/24	_____		
						CL 2325	3900.00
29150	S	229 THATCHER COMPANY of CALIFORNIA, INC	5318.00	04/11/24	_____		
						CL 2328	5318.00
29151 C	S	239 UP COUNTRY POOL CENTER	0.00	04/11/24	_____		
						CL 2330	
29152 *	S	338 VALLI INFORMATION SYSTEMS	112.75	04/11/24	_____		
						CL 2289	112.75
29153	S	10 AMADOR CO AUDITOR	9340.64	04/18/24	_____		
						CL 2349	9340.64
29154	S	20 AMADOR CO SHERIFF	25000.00	04/18/24	_____		
						CL 2262	25000.00
29155	S	35 AMADOR WATER AGENCY	17639.44	04/18/24	_____		
						CL 2280	17639.44
29156	S	256 AT&T	31.57	04/18/24	_____		
						CL 2348	31.57
29157	S	41 AT&T MOBILITY	358.55	04/18/24	_____		
						CL 2313	358.55
29158	S	46 BEYETTES TREE CARE	2250.00	04/18/24	_____		
						CL 2338	2250.00
29159	S	48 BLACK MOUNTAIN SOFTWARE LLC	250.00	04/18/24	_____		
						CL 2336	250.00
29160	S	66 CALIFORNIA LABORATORY SERVICES	589.00	04/18/24	_____		
						CL 2340	589.00
29161	S	261 CIRA	220.96	04/18/24	_____		
						CL 2346	220.96
29162	S	75 CITY OF PLYMOUTH	294.97	04/18/24	_____		
						CL 2305	294.97
29163	S	323 CSG CONSULTANTS, INC	3582.50	04/18/24	_____		
						CL 2353	3582.50
29164	S	365 DEKAY AUTOMOTIVE	62.50	04/18/24	_____		
						CL 2351	62.50

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
29165	S	94 DEPT OF TRANSPORTATION	784.62	04/18/24	_____		
						CL 2287	784.62
29166	S	73 FIRST-CITIZENS BANK & TRUST CO	228.43	04/18/24	_____		
						CL 2275	228.43
29167	S	375 GARY DIESEN	25.00	04/18/24	_____		
						CL 2343	25.00
29168	S	131 INTERNATIONAL INSTITUTE OF MUNI CLERKS	185.00	04/18/24	_____		
						CL 2339	185.00
29169	S	999999 JOSEPH PETERSEN	400.00	04/18/24	_____		
						CL 2344	400.00
29170	S	147 LEDGER DISPATCH	105.00	04/18/24	_____		
						CL 2354	105.00
29171	S	82 MELVIN COSSAIRT	50.00	04/18/24	_____		
						CL 2263	50.00
29172	S	275 MICHAEL B. SULLIVAN	50.00	04/18/24	_____		
						CL 2341	50.00
29173	S	164 NBS	375.00	04/18/24	_____		
						CL 2291	375.00
29174 C	S	178 PACIFIC GAS & ELECTRIC	0.00	04/18/24	_____		
						CL 2303	
29175 *	S	190 PRIMEX	5622.93	04/18/24	_____		
						CL 2337	5622.93
29176	S	318 THOMAS MIKKELSEN	50.00	04/18/24	_____		
						CL 2285	50.00
29177	S	243 USDA RURAL DEVELOPMENT	21825.00	04/18/24	_____		
						CL 2350	21825.00
29178	S	999999 VICTORIA MCHENRY	28.00	04/18/24	_____		
						CL 2345	28.00
29179	S	266 WILBUR-ELLIS COMPANY LLC	785.50	04/18/24	_____		
						CL 2347	785.50
29180	S	322 WILKINSON PORTABLES INC	291.46	04/18/24	_____		
						CL 2273	291.46
29181	S	269 WILLIAM L. KLAPROTH JR.	50.00	04/18/24	_____		
						CL 2264	50.00
29182	S	35 AMADOR WATER AGENCY	15574.63	04/22/24	_____		
						CL 2248	15574.63
29183	S	999999 MARIE HALL	4000.00	04/22/24	_____		
						CL 2355	4000.00
29184	S	178 PACIFIC GAS & ELECTRIC	9511.49	04/22/24	_____		
						CL 2303	9511.49
29185	S	34 AMADOR WATER AGENCY	30123.33	04/25/24	_____		
						CL 2281	30123.33
29186	S	255 AT&T	95.59	04/25/24	_____		
						CL 2269	95.59
29187 C	S	48 BLACK MOUNTAIN SOFTWARE LLC	0.00	04/25/24	_____		
						CL 2357	
29188 *	S	999999 JC CONSTRUCTION SERVICES	4.00	04/25/24	_____		
						CL 2363	4.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
29189	S	147 LEDGER DISPATCH	105.00	04/25/24	_____		
						CL 2358	105.00
29190	S	150 LOWE'S BUSINESS ACCT/SYNCB	143.72	04/25/24	_____		
						CL 2364	143.72
29191	S	367 MACH ONE TOWING	280.00	04/25/24	_____		
						CL 2360	280.00
29192	S	169 NV5 INC	2885.00	04/25/24	_____		
						CL 2366	2885.00
29193	S	178 PACIFIC GAS & ELECTRIC	3.74	04/25/24	_____		
						CL 2302	3.74
29194	S	300 SIERRA FOOTHILL FIRE EXTINGUISHER SERVIC	325.00	04/25/24	_____		
						CL 2361	325.00
29195	S	372 SUSAN AMENTLER	3562.50	04/25/24	_____		
						CL 2359	3562.50
29196	S	245 WALKER'S OFFICE SUPPLIES INC	118.50	04/25/24	_____		
						CL 2300	118.50
29197	S	247 WEBER, GHIO & ASSOCIATES, INC	9929.68	04/25/24	_____		
						CL 2294	9929.68
29198	S	999999 WILLIAM KLAPROTH JR.	400.00	04/25/24	_____		
						CL 2365	400.00

Total for Claim Checks 365983.37
Count for Claim Checks 80

* denotes missing check number(s)

# of Checks: 80 Total: 365983.37

Fund/Account	Amount
1 General Fund	
101001	66,440.40
2 TOT - Streets & Promotion Fund	
101001	14,707.42
10 Gas Tax Fund	
101001	73.07
11 COPS Grant Fund	
101001	25,000.00
33 Miwok Indian Project Fund	
101001	15,237.60
40 Water Enterprise Fund	
101001	157,491.78
50 Sewer Enterprise Fund	
101001	71,136.45
63 Community Devel Block Grant	
101001	5,701.54
80 CFD 2016-01 ZR	
101001	10,195.11
Total:	365,983.37

5.4

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99966	E	181 PAYCHEX INC.	132.00	05/23/24	5/24		
						CL 2385	132.00
29199	S	78 COMCAST	141.44	05/02/24	_____		
						CL 2278	141.44
29200	S	999999 J & J PROMOTIONS/JOE MICHEL	2500.00	05/02/24	_____		
						CL 2367	2500.00
29201	S	376 LGM CONSTRUCTION	83111.56	05/02/24	_____		
						CL 2371	55631.27
						CL 2414	27480.29
29202	S	317 MARY A MORRIS-MAYORGA	3918.75	05/02/24	_____		
						CL 2298	3918.75
29203	S	999999 MATT URJEVICH	150.00	05/02/24	_____		
						CL 2415	150.00
29204	S	89 MICHELE GERMAN-DAVIS	1375.00	05/02/24	_____		
						CL 2312	1375.00
29205	S	274 SAFE-T-LITE OF MODESTO, INC	183.50	05/02/24	_____		
						CL 2370	183.50
29206	S	999999 SOLARA HOME ENERGY	394.28	05/02/24	_____		
						CL 2369	394.28
29207	S	368 WILLDAN ENGINEERING	90.00	05/02/24	_____		
						CL 2368	90.00
29208	S	359 AMADOR COUNTY ANIMAL CONTROL	179.68	05/09/24	_____		
						CL 2416	179.68
29209	S	26 AMADOR COUNTY FAIR	715.00	05/09/24	_____		
						CL 2394	715.00
29210	S	45 BEST BEST & KRIEGER	7529.37	05/09/24	_____		
						CL 2380	7529.37
29211	S	66 CALIFORNIA LABORATORY SERVICES	490.00	05/09/24	_____		
						CL 2411	490.00
29212	S	69 CARBON COPY INC.	134.82	05/09/24	_____		
						CL 2386	134.82
29213	S	124 HINDERLITER DE LIAMAS & ASSOCIATES	300.00	05/09/24	_____		
						CL 2374	300.00
29214	S	164 NBS	5820.00	05/09/24	_____		
						CL 2418	5820.00
29215	S	168 NOVACOAST IT	1400.00	05/09/24	_____		
						CL 2404	1400.00
29216	S	178 PACIFIC GAS & ELECTRIC	1003.35	05/09/24	_____		
						CL 2402	1003.35
29217	S	181 PAYCHEX INC.	807.10	05/09/24	_____		
						CL 2405	807.10
29218	S	253 PLYMOUTH ACE HARDWARE	1467.95	05/09/24	_____		
						CL 2398	1467.95
29219	S	201 SHENANDOAH STATION	760.41	05/09/24	_____		
						CL 2378	760.41
29220	S	377 SIGNAL SERVICE INC	5867.25	05/09/24	_____		
						CL 2417	5867.25

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
29221	S	251 TELPLEX COMMUNICATIONS	25.32	05/09/24			
						CL 2390	25.32
29222	S	245 WALKER'S OFFICE SUPPLIES INC	118.50	05/09/24			
						CL 2397	118.50
29223	S	254 AT&T	432.40	05/16/24			
						CL 2420	432.40
29224	S	256 AT&T	31.57	05/16/24			
						CL 2412	31.57
29225	S	41 AT&T MOBILITY	358.55	05/16/24			
						CL 2421	358.55
29226	S	76 CLARK PEST CONTROL	346.00	05/16/24			
						CL 2382	346.00
29227	S	334 FIRE RISK MANAGEMENT SERVICES	3095.77	05/16/24			
						CL 2400	3095.77
29228	S	999999 JEFF SHAW	118.51	05/16/24			
						CL 2419	118.51
29229	S	999999 MATTHEW B URJEVICH	150.00	05/16/24			
						CL 2423	150.00
29230	S	178 PACIFIC GAS & ELECTRIC	8757.03	05/16/24			
						CL 2409	8757.03
29231	S	229 THATCHER COMPANY of CALIFORNIA, INC	5783.95	05/16/24			
						CL 2422	5783.95
29232	S	322 WILKINSON PORTABLES INC	291.46	05/16/24			
						CL 2377	291.46
29233	S	34 AMADOR WATER AGENCY	33504.83	05/23/24			
						CL 2384	33504.83
29234	S	35 AMADOR WATER AGENCY	15525.03	05/23/24			
						CL 2383	15525.03
29235	S	255 AT&T	85.60	05/23/24			
						CL 2427	85.60
29236	S	66 CALIFORNIA LABORATORY SERVICES	20.00	05/23/24			
						CL 2432	20.00
29237	S	75 CITY OF PLYMOUTH	107.75	05/23/24			
						CL 2401	107.75
29238	S	323 CSG CONSULTANTS, INC	4185.00	05/23/24			
						CL 2429	4185.00
29239	S	999999 DOUG SIM	212.79	05/23/24			
						CL 2425	212.79
29240	S	999999 ERIC SCHNEIDER	91.22	05/23/24			
						CL 2426	91.22
29241	S	73 FIRST-CITIZENS BANK & TRUST CO	228.43	05/23/24			
						CL 2379	228.43
29242	S	999999 INTERNAL REVENUE SERVICE	534.01	05/23/24			
						CL 2428	534.01
29243	S	282 LOW WATER LANDSCAPES, INC	1800.00	05/23/24			
						CL 2431	1800.00
29244	S	178 PACIFIC GAS & ELECTRIC	1157.69	05/23/24			
						CL 2399	1157.69

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
29245	S	999999 ROBERT SPELMAN	1080.57	05/23/24	_____		
						CL 2424	1080.57
29246	S	338 VALLI INFORMATION SYSTEMS	119.84	05/23/24	_____		
						CL 2391	119.84
29247	S	247 WEBER, GHIO & ASSOCIATES, INC	11510.64	05/23/24	_____		
						CL 2393	11510.64
29248	S	260 WELLS FARGO	6567.35	05/23/24	_____		
						CL 2389	6567.35
29249	S	368 WILLDAN ENGINEERING	7137.50	05/23/24	_____		
						CL 2430	7137.50
29250	S	48 BLACK MOUNTAIN SOFTWARE LLC	102.25	05/30/24	_____		
						CL 2357	102.25
29251	S	69 CARBON COPY INC.	734.93	05/30/24	_____		
						CL 2433	734.93
29252	S	75 CITY OF PLYMOUTH	100.00	05/30/24	_____		
						CL 2438	100.00
29253	S	78 COMCAST	141.44	05/30/24	_____		
						CL 2381	141.44
29254	S	141 KAMPS PROPANE SERVICES GROUP INC.	317.35	05/30/24	_____		
						CL 2396	317.35
29255	S	149 LINCOLN AQUATICS	5691.36	05/30/24	_____		
						CL 2435	5691.36
29256	S	150 LOWE'S BUSINESS ACCT/SYNCB	29.00	05/30/24	_____		
						CL 2413	29.00
29257	S	335 RESOURCES RECYCLING & RECOVERY	5000.00	05/30/24	_____		
						CL 2436	5000.00
29258	S	239 UP COUNTRY POOL CENTER	124.86	05/30/24	_____		
						CL 2434	124.86

Total for Claim Checks 234089.96
Count for Claim Checks 61

* denotes missing check number(s)

# of Checks: 61 Total: 234089.96

Fund/Account	Amount
1 General Fund	
101001	65,881.97
2 TOT - Streets & Promotion Fund	
101001	4,300.82
10 Gas Tax Fund	
101001	1,165.27
33 Miwok Indian Project Fund	
101001	1,377.20
40 Water Enterprise Fund	
101001	40,270.57
50 Sewer Enterprise Fund	
101001	47,702.93
61 Recycling Grant Fund	
101001	5,000.00
63 Community Devel Block Grant	
101001	65,688.31
68 Redevelopment Project Fund	
101001	1,800.00
80 CFD 2016-01 ZR	
101001	902.89
Total:	234,089.96

7.1

CITY COUNCIL AGENDA ITEM NO. 7.1

05/23/2024

SUBJECT: Fiscal Year 2024-2025 Preliminary Budget

DEPARTMENT: Finance

STAFF: Mary Morris-Mayorga, Finance Director

TITLE

ADOPT RESOLUTION 2024-07 APPROVING FISCAL YEAR 2024/45 BUDGET REPORTS AND FUND BALANCE PROJECTIONS.

BACKGROUND

At the Budget Workshops held on May 4, 2024, and May 23, 2024, staff reviewed the Preliminary Fiscal Year 2024-2025 Budget and Fund Balance Projections with City Council. The Council inquired about a variety of components of the budget and projections, then provided staff direction on continued budget development.

Staff has incorporated updates which arose from discussion and direction during those workshops. Research is still being done on the CFD Fund. The budget document is included for budget adoption.

ENVIRONMENTAL DETERMINATION

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

FISCAL IMPACT

The budget will be balanced and provide funding for City operations/capital projects as directed by Council.

RECOMMENDATION

Adopt Resolution 2024-07 approving Fiscal Year 2024/25 Budget.

ATTACHMENT(S)

1. FY 2024-25 Budget

City of Plymouth

Fiscal Year 2024/25 Budget

Adopted with Resolution 2024-__

City of Plymouth
Fiscal Year 2024-25 Budget

City Council

Marianne Akerland, Mayor

Michael McLaughlin, Vice Mayor

Keith White, Council Member

Doug Sim, Council Member

Peter Amoruso, Council Member

Joyce Czerwinsky, City Treasurer

McLean Sonnenberg, City Clerk

City Manager

Margaret Roberts

City Attorney

Frank Splendorio (BBK Law)

Department Directors

Mary Morris-Mayorga, Finance Director
Cathleen Johnson, Director of Public Works
John Peabody, Building Official

PO Box 429
9426 Main Street
Plymouth, CA 95669
(209) 245-6941 (209) 245-6953 (fax)

June 2024

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Date: June 13, 2024

To: Honorable Mayor and Members of the City Council

From: Margaret S. Roberts, City Manager

Subject: 2024/25 Budget

As you know, the consideration and adoption of the City budget is one of the most important actions that the City Council takes each year. The budget plans the service the City provides to the community, the staffing of the organization, and sets the amount of funds spent in any given fiscal year.

The budget serves as a policy document, a financial plan, a communications device, and an operations guide that sets forth resource allocations within the City's legal funding limits reflecting the policies, goals, programs, and service priorities of the City Council and the community. It was developed based on a baseline from the previous budget year and is consistent with Council priorities and includes reasonable assumptions for revenue forecasts and expenditures.

Over the past fiscal year, economic impacts such as high inflation and national economic uncertainty have been difficult for the local business community, residents and the City. However, I believe that the City has made strides in building a stronger and better community. The budget for fiscal year 2024-25 reelects a balanced budget with financial challenges. We have aging equipment and street projects that need to be done. The strain on municipal services will come into play moving into the future as the community grows. The City will face challenges in cash management due to a continued weakened national and state economy and accompanying diminished economic activity. Until the City realizes some residential and commercial growth, staffing will remain at a minimum and deferred maintenance will continue.

Plymouth has been blessed and cursed at the same time. The City has remained almost unchanged for almost 40 years with a little clean up and very little infrastructure it remains a charming little community. Economically, however, the City has been struggling to stay afloat. City services are understaffed. Many streets need significant renovation. Commercial businesses struggle to stay open with the majority of business being that of the weekend visitors. The one thing Plymouth has is a future. Potentially, even a very bright future, if all the possibilities come to fruition.

We have a hotel that is looking to develop in Plymouth and is in the planning process as this is written. ARCO is also in the planning process for the corner of Hwy 49 and Main Street. Two new residential developments are also in the planning process and are hoping to be able to get letters from Amador Water Agency stating there is sufficient water for their developments to be built here.

Water rates are being looked at as the wholesale rates to the City have gone up substantially. The City will most likely go through a Prop 218 process for water and sewer rates. Despite challenges, the City of Plymouth has a bright future.

The broad goals for this year:

- Pursue a structurally sustainable budget;
- Identify how to begin to develop our downtown into a thriving downtown;
- Provide services through a blended staff of in-house employees and contractors;
- Build the Ambassador program into a stronger program.

The City of Plymouth is the bright spot and gem of Amador County and we need to continue to show others what we already know. We are the gateway to the Shenandoah Valley wine region. The Shenandoah Valley wine region continues to increase its visibility and could help bring some economic development to the City of Plymouth. Thus, it remains incumbent that the City work to implement a financial and operational plan with the goal of strengthening its financial base. We need to focus on our downtown area and make it into a destination for those visiting the wine region. We must develop new revenue as economic activity increases.

Plymouth has done little to improve its infrastructure in the past 25 years. With that said, we need to begin to plan for the future and invest in our infrastructure in order to be able to stabilize and be ready for commercial business on Main Street. The water and sewer utilities continue to struggle economically. With a base of approximately 513 residential users and approximately 55 commercial equivalents, it is virtually impossible to provide a scale of economy to stabilize utility rates.

I am proud of our employees who continue to show commitment, creativity, and amazing resilience during both challenging and great times. I would like to give special thanks again to Mary Morris-Mayorga, Finance Director, for all her hard work to get this budget completed.

Plymouth's greatest strength continues to be the great people that live and work here. The residents, business owners, and employees are the building blocks and the foundation for our community. We are on a journey together to build a place we are proud of and that we call home. I am now very proud to call this my home. It is more important than ever to be open to ideas where all residents are valued and included. We will continue to deliver core services as we have done in the past and also reach, assist, and serve our residents in new and different ways as much as possible. Now is the time for our community to experience and know that opportunity really does live here.

I would like to thank the City Council for their leadership and support of City staff. Once again, I acknowledge and express my appreciation to all of our City employees whose hard work and dedication is reflected every day in their service and commitment to this community.

It is my pleasure and honor to serve the City Council, staff, and this community.

Sincerely,

Margaret S. Roberts

Margaret S. Roberts
City Manager

GENERAL BUDGET INFORMATION

A. BUDGET DOCUMENT OVERVIEW

Purpose of Budget Document

A budget serves many purposes. It is the City's primary policy document, and it is the City's annual financial plan and operations guide. In addition to its function as a resource and spending plan for the city, it informs the public about the City's financial strategies and provides the documentation needed for other financial matters, such as audits, loans and grants.

The City's annual budget provides a plan to allocate resources to meet the needs and desires of Plymouth's residents. The budget is one method for the City Council and City staff to respond to the community's needs. It helps balance City revenues with community priorities and requirements. An annual budget document serves the following purposes:

. Public communication device
. Policy document
. Resource allocation tool
. City's spending plan
. Accountability document
. Management tool
. Delegates authority to City staff

The annual operating budget is a financial plan for a specific period of time. For Plymouth, this time period is one fiscal year. The City's fiscal year is July 1st to June 30th.

Budget Format

The detailed budget information emphasizes departmental budgets, and a more comprehensive view of the City's finances. It is hoped this format will be "user friendly" and, at the same time, provide the level and scope of information regarding the financing of City services and programs desired by citizens.

Document Organization

The following section briefly describes the components that comprise the budget document.

Message from the City Manager

This section is comprised of a budget transmittal letter from the City Manager. The letter provides a summary of the proposed budget for the coming fiscal year (FY) and identifies the most critical issues facing the City in the next fiscal year.

General Budget Information

This section contains a variety of information that is important to understanding the budget. Information contained in the other sections of the budget is described. This section provides information on the City's demographics, government structure, financial management, financial planning, and budget policies.

City Organization

Summary information about the structure of the City government is provided in this section.

Budget Strategies and Policies

Included in this section are descriptions of finance-related information such as the City's financial objectives, reporting requirements, management responsibilities, reserve descriptions, annual budget and financial plan, appropriation control, debt management and investment reporting.

Staffing Overview

An overview of the City's staffing philosophy is summarized, including a presentation of the blend of employees and contract staff. This section includes a citywide organizational chart and staffing levels for 2024/25.

Financial Summaries

This section includes charts showing the overall revenue and expenditure plan for the next fiscal year. In addition, local government budgets are organized or separated into various funds in order to account for revenues, which are restricted by law as to how they may be spent. Each fund is thought of as a separate bank account targeted to a specific purpose or purposes. The City's budget is financed by these different funds. This section provides financial summary information for each of these funds and a table with a summary of all fund balances, revenues, and expenditures by fund.

Department Operating Budgets

Provide detailed information about each department, 2024/25 major projects, and a financial summary showing sources of revenue and projected expenditures.

Glossary of Budget Terminology

A glossary of budget terminology is provided.

Budget Process

The budget process provides the input necessary to make resource allocation

decisions, including choices about staffing, technology, equipment, and which priorities will be addressed in the coming fiscal year.

Budget preparation normally begins in December when staff and Council begin their review of City activities. In January through April, Finance staff updates the City's finances (budgeted versus actual expenses), coordinates mid-year budget adjustments and the City Manager compiles information from elected officials, the City's departments, and the community. Typically, in May and June, the draft budget is reviewed by City Council, and public meetings are held on the budget. Also, June is targeted for the City Council to adopt the budget.

Citizen Participation

Plymouth residents are encouraged to participate in the budget planning process by attending the budget work sessions and public hearings. Citizens also have the opportunity to address issues at any City Council meeting during the year. Council meetings are generally held on the second and fourth Thursdays of each month at 6:30 P.M. at Plymouth City Hall, 9426 Main Street.

B. CITY DEMOGRAPHICS

Topography

The City of Plymouth lies on flat to gently rolling terrain located at the lower elevations of the Western Slope of California's Sierra Nevada. The benchmark elevation at the city is 1,086 feet. Changes in elevation across town vary less than one hundred feet. The city is traversed by several seasonal streams. They join together southwest of town and become the westward flowing Little Indian Creek.

Climate

The climate of the Plymouth area is hot and dry in the summer and mild and wet in the winter. Summer temperatures may occasionally exceed 100 degrees F. Winter temperatures may drop to 20 degrees F.

History

Present day Plymouth was established in 1871 and took a sudden jump in population when the mines were purchased by Hayward D.O. Mills and company in 1873. In 1873 the precinct cast one hundred and seventy-five votes, in 1877 two hundred and seventy-five votes were cast and in 1880 over three hundred, showing the new town's steady growth. You will also hear the names Pokerville and Puckerville used as the name for Plymouth or were they perhaps different towns established at the same place and same time, no one knows for sure.

As with most of the historic towns along Hwy 49, fire destroyed a great deal of Plymouth on June 10th, 1877. It was said to be started by some children playing with

matches in the rear of J. C. Williams' stable and spread over the upper part of the town reducing more than 20 buildings to ashes, with an estimated loss at fifty thousand dollars.

The town was identified with the prosperity of the mines, though there was considerable farming land in the vicinity which supplied hay and barley. The Shenandoah Valley was one of those rural areas. It had many farms and orchards. The area had a great climate for growing grapes and wineries were also established and continue to prosper today.

The City of Plymouth incorporated on February 8, 1917.

Demographic Data

According to the January 1, 2023, California Department of Finance population estimates, the city's population at that time was estimated to be 1,062 residing in approximately 513 dwelling units. The median resident age is 38 years, median household income (2020) was $71,750 and the median house value (2020) was $267,900.

C. CITY GOVERNMENT

City Overview

City Council and City Manager

The City of Plymouth is a general law city and employs the Council/Manager form of government. The Plymouth City Council consists of five members, elected at-large for four- year terms (two members at one election, three members at the following election). The Mayor and Vice Mayor positions are held by Council Members who are selected by their colleagues.

The City Council acts as the legislative and policy-making body for the City. The Council appoints the City Manager, City Attorney, and all members of any boards and commissions which serve in an advisory capacity to the City Council. The Council sets policy on all public matters relating to the City of Plymouth and adopts an annual budget in which the year's approved programs, projects, and services are financed. The City Council periodically establishes city-wide goals and updates the General Plan and Zoning Ordinance as needed. The City Manager is the chief administrative officer and is responsible for implementing the policies and priorities of the City Council. The City Clerk and the City Treasurer are elected for four-year terms.

Planning Commission

In accordance with the City Code, the Planning Commission hears matters relating to zoning regulation (i.e., annexations, pre-zoning, rezoning, final planned developments, use permits, variances, zoning interpretations and ordinance amendments) and

subdivision matters. It also hears General Plan amendment applications associated with development applications. The Planning Commission develops and implements the General Plan and specific plans as necessary.

City Departments

The City government contains Four (4) departments:

1. City Council
2. City Administration
   - City Manager's Office
   - City Clerk's Office
   - Cemetery
   - Finance
3. Public Works/Public Services
   - Water
   - Sewer
   - Streets
   - Building
   - Code Enforcement
   - Parks and Recreation
   - Swimming
4. Planning

Additionally, the City maintains several service contracts:

- Animal Control with Amador County
- Engineering Services with Weber, Ghio & Associates, Inc. (WGA)
- Fire with the Amador County Fire Protection District
- Law Enforcement with Amador County Sheriff's Department

D. CITY'S FINANCIAL MANAGEMENT

SIMILARITIES TO PERSONAL FINANCIAL PLANNING

A city is required to essentially complete the same type of financial planning as individual citizens. Where individuals keep their finances in one checking account, cities are required to maintain several types of accounts. These accounts, called funds, are to keep money separate according to its origin. Plymouth keeps track of its activities in self-balancing sets of accounts called funds which are the basic accounting and reporting components in governmental accounting. Funds are designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

Some funds are established to track activities required by law (i.e. Gas Tax fund), some fulfill revenue requirements (grant funds), still others demonstrate prudent administrative practices (such as self-insurance funds for liability).

Budget years run in fiscal year cycles beginning July 1 and ending June 30. The City budget is approved and balanced by fund. The vast majority of these fund balance dollars are held for future expenses for several reasons. Special taxes, such as the gas tax, are restricted to specific services and must be carried forward for that purpose (in this case, street improvements). Other balances may result from legal requirements, such as payment of long-term debts for bonds. Lastly, each city should set aside a portion of their General Fund balance for a "prudent reserve". Such a reserve provides options for the city to meet unexpected changes in its financial picture. Examples could include a downturn in the economy, an unanticipated cost increase, catastrophic loses, or other unforeseen circumstances.

Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse and to ensure that accounting data is compiled for annual financial statements in conformity with Generally Accepted Accounting Principles (GAAP).

In addition, the City maintains budgetary controls, which ensure compliance with the budget approved by the City Council. All activities of the City are included in the annual appropriated budget. The legal level of budgetary control (that is, the level at which actual expenditures may not legally exceed the appropriated amount) is at the fund level.

BASIS OF ACCOUNTING

Fund Accounting

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The budget is adopted on a modified accrual basis of accounting, consistent with Generally Accepted Accounting Principles (GAAP). Under the modified accrual basis, revenues are recognized in the accounting period in which they become available and measurable. "Measurable" means the amount can be determined and "available" (or collectible) within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recognized in the accounting period in which the fund liability is incurred.

Investments and Cash Management

The City follows the practice of pooling and investing cash of all funds under its control to maximize the return in a safe and prudent manner, while at the same time ensuring

that the portfolio is sufficiently liquid to meet day-to-day cash needs. The City's Investment Policy provides for diversity in the types and maturates of investments, including the Local Agency Investment Fund (LAIF), which is in accordance with the California Government code. In actual practice, the City invests mainly in the LAIF. A Finance Officer's Report is submitted to the City Council quarterly, which shows investment activity and the performance of the investment portfolio. The investment policy is reviewed and readopted annually by the City Council, as required by State law.

BUDGETING

Base Budget

The City Manager, in consultation with Council and operations staff, develops an expenditure plan to fund anticipated service levels (costs), revenues and cash flow. This year's base budget involved taking the fiscal year 2022/23 actual costs, reducing them for any one-time expenditures, increasing them for known impacts (such as electricity and chlorine cost increases), and factoring in any programs or projects and cash flow.

Internal Rates or Charges:

The City employs Internal Service Funds to allocate internal charges (such as information technology-related costs) to the appropriate funds and departments. Implementing a cost allocation plan ensures the proper charging of costs to grants and other funding sources

Budget control

Budget control is at the fund level, and any changes or transfers in appropriated fund levels, require City Council approval. The City Manager is authorized to transfer budget allocations between accounts and departments, but not between funds. Position Control In approving the annual budget, the City Council approves staffing levels for each job classification for the City. Additions to the staffing levels require City Council approval along with corresponding changes in budget appropriations. The City Manager is authorized to adjust part-time staffing levels dependent on fees received for the services provided (e.g. building inspections paid by building permits).

Budget Policies

The City Council will formalize several budget policies to give guidance to staff in budget preparations. The budget policies serve the following purposes:

1. They protect the City Council's policy making ability by ensuring that important policy decisions are not controlled by financial problems or emergencies;

2. They assist the City in complying with Generally Accepted Accounting

Principles and the Governmental Accounting Standards Board requirements;

3. They assist in evaluating the City's credit rating in those cases where bonds or other forms of debt are necessary (it equates to the interest rate the City would pay); and,

4. They give the City Council a basis for long range financial planning.

Long Term Capital Debt

The City of Plymouth uses long term debt financing only for one-time capital improvement projects and unusual equipment purchases. long term capital debt complies with applicable Federal and State regulations and is repaid over the legal life of the related asset or less.

The City is in an excellent position as it relates to bonded indebtedness and other long-term debts. The Sewer debts are at low interest rates, and are below the maximum amount of reasonable indebtedness for the enterprise.

Fiscal Policies

FINANCIAL ACTIVITY REPORTING

The City's financial activity will be reported in a variety of funds, which are the basic accounting and reporting entities in governmental accounting. The City's accounting structure will make it possible (a) to present fairly and with full disclosure the financial position and results of financial operations of the funds of the City in conformity with generally accepted accounting principles, and (b) to determine and demonstrate compliance with finance-related legal and contractual provisions.

MANAGEMENT RESPONSIBILITY

The City Manager shall provide the City Council with a mid-year review of financial activities no later than February 28th of each year. The review will compare annual budget projections with actual results. The City Council will receive monthly Fund Balance reports.

APPROPRIATION CONTROL

Appropriations of fiscal resources are the responsibility of the City Council and the City Manager.

Appropriations requiring Council action are:

- Appropriation of reserves, except replacement reserves;

- Transfers between funds;
- Appropriations of any unassigned revenues. Unassigned revenues are those revenues that are not associated with a particular business or service unit;
- Inter-fund loans.

Appropriations requiring City Manager action are:

- Transfers within a fund or department;
- Appropriation of unbudgeted assigned revenues. Assigned revenues support a specific business or service unit and allow expansion or contraction of that unit in response to demand as manifested by receipt of assigned revenues;
- Appropriation of replacement reserves.

DEBT MANAGEMENT

The City Council will annually review and adopt a Debt Management Policy. This policy will address inter-fund borrowing, short-term borrowing, long term borrowing, and debt issuance. The policy will provide guidance for ensuring that financial resources are adequate to meet short-term and long-term service objectives and that financing undertaken by the City satisfy year certain clear objective standards which allow the City to protect its financial resources in order to meet its long term capital needs.

INVESTMENTS

The City Council will annually review and adopt an Investment Policy in conformance with the California Government Code. The policy will address the objectives of safety, liquidity and yield with respect to the City's financial assets.

FEES AND CHARGES

The City Council will annually adopt a schedule of fees and charges. The fees and charges will be set to provide adequate resources for the cost of the program or service provided.

PURCHASING

The City will develop and maintain a Purchasing Policy designed to support and enhance the delivery of governmental services while seeking to obtain the maximum value for each dollar expended.

REVENUE AND BASE PROJECTIONS

There are five major revenue sources that comprise most of the City's discretionary revenue. The "big five" revenues are Property tax, Sales tax, State Subventions (most

notably motor vehicle in lieu fees), Transient Occupancy (hotel/motel/Airbnb) Tax and Enterprise Fund revenue.

Property Taxes
Property tax revenue derives from a one-percent tax levy on the assessed valuation of real property within the City of Plymouth and represents 26% of total General Fund revenues. The assessed valuation is equal to the market price when real estate is sold, but limited by the State Constitution (Proposition 13) to a 2 percent annual increase thereafter. This has the effect of limiting growth in this revenue source to less than the average inflation rate unless 1) property is resold in an appreciating real estate market, or 2) significant new development activity services to bolster the remaining stagnating tax base. The County Assessor has reported that the assessed valuation will be increased about 6% to account for increases of less than 2% in prior years. Compounding the changes of Proposition 13, in fiscal year 1992-93 and fiscal year 1993-94 the State legislature shifted property taxes away from cities and counties throughout the state to provide funding for schools. The so- called Educational Revenue Augmentation Fund (ERAF) shift represents a loss of General Fund property tax revenue to the City.

The City adopted two development agreements in 2012 (and anticipates a corresponding growth in property tax). Should this development occur, the City expects an extended build out period over which the City will realize a growth in tax revenue.

Sales Taxes
Sales tax revenue derives from one percent of the sales price on taxable products sold within the City of Plymouth. The City and surrounding area customer base will not support "big box" or mall type development. Increases in sales tax revenues will be based on the gradual commercial/retail development that accompanies the residential development.

Motor Vehicle In-lieu Fees
These revenues come from the registration of vehicles throughout the state, and are distributed by the State to cities and counties based largely on population. Revenues are up this year, reflecting again the effect of rising incomes on people's choices to purchase more expensive cars. However, when one examines the long-term trend, this revenue source tracks very closely to changes in population (and the City's population changes in relation to all other cities) and inflation. This source of revenues for cities is continually threatened each year by various bills in the State legislature. Its long-term continuation is uncertain.

Transient Occupancy Tax
Transient Occupancy Tax (TOT) is levied for the privilege of occupying a room or rooms or other living space in a hotel, inn, tourist home or house, motel or other lodging (including Airbnb) for a period of 30 days or less. The TOT rate in the City of Plymouth was raised from 6% to 10% by the voters in 2012. A companion ballot

measure directing the Council to use the increase in TOT tax for promotion and street maintenance and repairs passed as well. While it is only a recommendation, the Council set up a special revenue fund to account for this allocation.

Franchise Fees

State statutes provide Plymouth with the authority to impose fees on utility companies and other businesses for the privilege of using City rights-of-way. The City receives various franchise fees from utilities, waste management and cable companies.

Development Fees (Capital Projects Funds)

Impact Fees

State statutes provide Plymouth with the authority to impose fees on new development for associated impacts on the City's infrastructure and related improvements necessary to accommodate new users in the community. The City receives various impact fees related to the impact fee (AB 1600) study. These include the following categories.

Law Enforcement
Drainage
Park & Recreation
Administrative Facilities
Fire & Emergency Medical Services
Library
Museum
Corporation Yard
Fee Update
Community Facility District (CFD)

PERSONNEL

PERSONNEL ALLOCATIONS & EXPENDITURES

The City of Plymouth allocates personnel based on function and direct job responsibility. Administrative costs which include the City Council, City Administration, and Finance are allocated 75% to the General Fund and 12.5% each to the Water O&M Fund and the Sewer O&M Fund. Salaries for maintenance employees are directly allocated based on their designated job responsibilities.

The City employs a mix of regular personnel and contract employees. All employees work on an at-will basis. The City Manager has the responsibility for hiring and firing of employees.

The following tables show:

The number of full-time equivalent (FTE) positions by job description.

The allocation of each employee by department and by fund.

PERSONNEL

City of Plymouth FTE Fiscal Year 2024-2025

Position	Allocated Full-Time Equivalent (FTE)	Positions Filled
City Manager	1.0	1.0
Admin Analyst/Deputy City Clerk	1.0	1.0
Administrative Analyst	1.0	1.0
Administrative Assistant	0.0	0.0
Senior Accountant	0.0	0.0
Accountant	0.5	0.0
Accounting Clerk II	1.0	1.0
Accounting Clerk I	1.0	1.0
Planning Director	0.0	0.0
Development Coordinator	0.1	0.1
Building Official	0.2	0.2
Building Inspector	0.0	0.0
Code Enforcement Officer	0.2	0.2
Superintendent of Public Works	0.6	0.0
Director of Public Works	1.0	1.0
Chief Wastewater Plant Operator	0.5	0.5
Maintenance II	1.0	1.0
Maintenance II	1.0	1.0
Maintenance II	0.5	0.5
Maintenance II	0.6	0.6
Maintenance I	1.0	1.0
	12.2	11.1

Note: Planning Director, Development Coordinator, Building Official Building Inspector work on an as needed bases. FTE for those are an estimate for budgeting purposes.

Monthly Salary Schedule

CLASS	RANGE	A	B	C	D	E
City Manager						Contract
Superintendent of Public Works	57	6,500.30	6,825.31	7,166.58	7,524.91	7,901.15
Director of Public Works	55	6,372.21	6,690.83	7,025.37	7,376.63	7,745.47
Senior Accountant	33	5,119.41	5,375.38	5,644.15	5,926.36	6,222.68
Administrative Analyst/Deputy City Clerk	32	5,068.73	5,322.16	5,588.27	5,867.68	6,161.07
Chief Wastewater Plant Operator	32	5,068.73	5,322.16	5,588.27	5,867.68	6,161.07
Accountant	31	5,018.54	5,269.47	5,532.94	5,809.59	6,100.07
Administrative Analyst	30	4,968.85	5,217.29	5,478.16	5,752.07	6,039.67
Account Clerk II	29	4,919.66	5,165.64	5,423.92	5,695.12	5,979.87
Operator in Training	26	4,774.97	5,013.72	5,264.40	5,527.62	5,804.00
Maintenance Worker II	16	4,322.72	4,538.85	4,765.80	5,004.09	5,254.29
Account Clerk I	14	4,237.54	4,449.42	4,671.89	4,905.48	5,150.76
Maintenance Worker I	1	3,723.37	3,909.54	4,105.02	4,310.27	4,525.78
Office Assistant	1	3,723.37	3,909.54	4,105.02	4,310.27	4,525.78

CLASS	RANGE	HOURLY WAGE
Code Enforcement	PT-1	39.95
Building Official	PT-2	85.60
Building Inspector	PT-3	51.35
Head Lifeguard	PT-4	20.00
Lifeguard	PT-5	18.00
Recreation Aide	PT-5	16.00

PERSONNEL

City of Plymouth Personnel Allocation Fiscal Year 2024-2025

	Allocation %			
	General Fund	Enterprise		
Position	General	Water	Sewer	Total
City Manager	75.0%	12.5%	12.5%	100.0%
Admin Analyst/Deputy City Clerk	75.0%	12.5%	12.5%	100.0%
Administrative Analyst	50.0%	25.0%	25.0%	100.0%
Administrative Assistant	100.0%	0.0%	0.0%	100.0%
Senior Accountant	34.0%	33.0%	33.0%	100.0%
Accountant	34.0%	33.0%	33.0%	100.0%
Accounting Clerk II	34.0%	33.0%	33.0%	100.0%
Accounting Clerk I	34.0%	33.0%	33.0%	100.0%
Planning Director	100.0%			100.0%
Development Coordinator	100.0%			100.0%
Building Official	100.0%			100.0%
Building Inspector	100.0%			100.0%
Code Enforcement Officer	100.0%			100.0%
Superintendent of Public Works	34.0%	33.0%	33.0%	100.0%
Director of Public Works	80.0%	10.0%	10.0%	100.0%
Chief Wastewater Plant Operator			100.0%	100.0%
Maintenance II	80.0%	10.0%	10.0%	100.0%
Maintenance II	80.0%	10.0%	10.0%	100.0%
Maintenance II	80.0%	10.0%	10.0%	100.0%
Maintenance II	100.0%			100.0%
Maintenance I	100.0%			100.0%

PERSONNEL

Total Personnel Costs

Position	Total Annual Salary	Total Health Benefits	Total ER Taxes	Total Benefits	Total Salaries & Benefits
Elected Officials					
City Council Member	$1,800	$0	$223	$223	$2,023
City Council Member	1,200	0	147	147	1,347
City Council Member	1,200	0	147	147	1,347
City Council Member	1,200	0	147	147	1,347
City Council Member	1,200	0	147	147	1,347
City Clerk	2,700	0	333	333	3,033
City Treasurer	2,400	0	297	297	2,697
City Administration					
City Manager	157,194	15,311	12,354	27,665	184,859
Admin Analyst/Deputy City Clerk	73,826	12,797	5,976	18,773	92,599
Administrative Analyst	89,243	1,753	7,156	8,909	98,152
Finance Director	0	0	0	0	0
Accountant	47,452	887	3,959	4,846	52,298
Accounting Clerk II	74,606	887	6,037	6,924	81,530
Accounting Clerk I	58,873	887	4,833	5,720	64,593
Planning Director	0	0	0	0	0
Development Coordinator	0	0	0	0	0
Building Official	36,892	0	3,151	3,151	40,043
Building Inspector	0	0	329	329	329
Code Enforcement Officer	17,898	0	1,699	1,699	19,597
Public Works					
Superintendent	59,733	0	4,898	4,898	64,631
Director of Public Works	105,149	2,932	8,373	11,305	116,454
Maintenance II	77,019	10,799	6,221	17,020	94,039
Maintenance II	68,205	12,815	5,547	18,362	86,567
Maintenance II	38,730	0	3,292	3,292	42,022
Maintenance II	31,061	0	2,705	2,705	33,766
Maintenance I	13,725	0	1,149	1,149	14,874
	$961,305	$59,068	$79,120	$138,188	$1,099,493

CITYWIDE BUDGET

CITYWIDE CASH RESERVES

	Fund	Category	FY 2024 Fund Balance	FY 24-25 Revenues	Expenditures	Fund Balance
1	General Fund	General Fund	2,521,682	1,413,341	1,520,000	2,415,023
		General Fund Total	**2,521,682**	**1,413,341**	**1,520,000**	**2,415,023**
2	TOT - Streets & Promotion Fund	Special Revenue	342,689	0	160,000	182,689
5	Community Benefit Fund	Special Revenue	247,303	0	0	247,303
10	Gas Tax Fund	Special Revenue	253,608	72,554	16,319	309,843
11	COPS Grant Fund	Special Revenue	273,548	167,045	100,000	340,593
13	Local Transportation Comm Fund	Special Revenue	26,102	0	0	26,102
31	Shenandoah Fiddletown Rd	Special Revenue	141,938	0	0	141,938
32	SR49 Main Street Intersection	Special Revenue	(23,068)	0	0	(23,068)
33	Miwok Indian Project Fund	Special Revenue	(15,238)	0	0	(15,238)
34	Safe Routes To School	Special Revenue	(502,347)	0	0	(502,347)
61	Recycling Grant Fund	Special Revenue	(5,598)	0	5,000	(10,598)
63	Community Devel Block Grant	Special Revenue	52,431	0	0	52,431
66	FEMA Fund	Special Revenue	(54,298)	0	0	(54,298)
		Special Revenue Total	**737,069**	**239,599**	**281,319**	**695,349**
20	Capital Projects Fund-General	Capital	352,589	65,888	0	418,477
21	Capital Projects Fund - Street	Capital	467,735	30,600	0	498,335
22	Capital Projects Fund - Fire	Capital	253,882	17,340	0	271,222
23	Capital Projects Fund - Police	Capital	26,944	1,938	0	28,882
24	AB1600 Project Fund	Capital	(22,930)	2,244	0	(20,686)
25	General Plan Update	Capital	(269,480)	2,346	0	(267,134)
83	Lodge Hill Cap. Improvement	Capital	12,981	0	0	12,981
		Capital Total	**821,721**	**120,356**	**0**	**942,077**
40	Water Enterprise Fund	Water	(198,514)	728,596	927,885	(397,803)
41	Water Impact Fee Fund	Water	783,035	60,201	0	843,236
43	Water CIP - Meter Automation	Water	14,847	1,275	0	16,122
44	Meter Maint. Fund	Water	10,088	5,287	0	15,375
45	Water Cap Imp Arroyo Ditch	Water	135,788	0	0	135,788
		Water Total	**745,244**	**795,359**	**927,885**	**612,718**
50	Sewer Enterprise Fund	Sewer	437,033	620,466	602,319	455,180
51	Sewer Impact Fee Fund	Sewer	1,118,945	76,402	0	1,195,347
52	Sewer Planning & Feasibility G	Sewer	(14,043)	0	0	(14,043)
		Sewer Total	**1,541,935**	**696,868**	**602,319**	**1,636,484**
80	CFD 2016-01 ZR	CFD	70,103	45,900	38,499	77,504
81	CFD 2016-01 P&F Tax	CFD	40,272	0	6,426	33,846
Research on progress on balance		**CFD Total**	**110,375**	**45,900**	**44,925**	**111,350**
		Grand Total	**6,478,026**	**3,311,423**	**3,376,449**	**6,413,001**

Note: ongoing research is in progress on CFD funds.

CITYWIDE BUDGET

CITYWIDE CASH RESERVES *(cont'd)*

While the City overall has a cash balance of over $6M some funds display a negative balance which may indicate that the fund is awaiting a grant reimbursement or matching amounts from an appropriate fund (general, water, sewer, or impact as applicable). This table proposes fund transfers to resolve those negative balances:

Fund Transfers

Fund	FY 24-25 Beginning Balance	Transfer In	Transfer Out	Adjusted Beginning Balance	
Resolved fund deficit balances:					
1 General Fund	2,521,682	0	15,238	2,506,444	
33 Miwok Indian Project Fund	(15,238)	15,238	0	0	
1 General Fund	2,506,444	0	54,298	2,452,146	
66 FEMA Fund	(54,298)	54,298	0	0	
20 Capital Projects Fund-General	352,589	0	22,930	329,659	
24 ABI 600 Project Fund	(22,930)	22,930	0	0	
20 Capital Projects Fund-General	352,589	0	269,480	83,109	
25 General Plan Update	(269,480)	269,480	0	0	
21 Capital Projects Fund - Street	467,735	0	23,068	444,667	
32 SR49 Main Street Intersection	(23,068)	23,068	0	(0)	
50 Sewer Enterprise Fund	437,033	0	14,043	422,990	
52 Sewer Planning & Feasibility G	(14,043)	14,043	0	0	
	6,239,015	399,057	399,057	6,239,015	
Remaining fund deficit balances:					
40 Water Enterprise Fund	(198,514)	0	0	(198,514)	Pending rate study
34 Safe Routes To School	(502,347)	0	0	(502,347)	Research pending
61 Recycling Grant Fund	(5,598)	0	0	(5,598)	Awaiting grant $$
Totals	(706,459)	0	0	(706,459)	

CITYWIDE BUDGET

Five-Year Projection

Projected Fund Balances

Fund	Category	FY 2024 Adjusted Fund Balance	FY 24-25 Revenues	FY 24-25 Expenditures	FY 24-25 Fund Balance	FY 25-26 Revenues	FY 25-26 Expenditures	FY 25-26 Fund Balance	FY 26-27 Revenues	FY 26-27 Expenditures	FY 26-27 Fund Balance	FY 27-28 Revenues	FY 27-28 Expenditures	FY 27-28 Fund Balance	FY 28-29 Revenues	FY 28-29 Expenditures	FY 28-29 Fund Balance
1 General Fund	General Fund	2,452,146	1,413,341	1,520,000	2,415,023	1,469,875	1,550,400	2,334,498	1,528,670	1,581,408	2,281,760	1,589,817	1,613,036	2,258,541	1,653,410	1,645,297	2,266,654
	General Fund Total	**2,452,146**	**1,413,341**	**1,520,000**	**2,415,023**	**1,469,875**	**1,550,400**	**2,334,498**	**1,528,670**	**1,581,408**	**2,281,760**	**1,589,817**	**1,613,036**	**2,258,541**	**1,653,410**	**1,645,297**	**2,266,654**
2 TOT - Streets & Promotion Fund	Special Revenue	342,689	0	160,000	182,689	0	0	182,689	0	0	182,689	0	0	182,689	0	0	182,689
5 Community Benefit Fund	Special Revenue	247,303	0	0	247,303	0	0	247,303	0	0	247,303	0	0	247,303	0	0	247,303
10 Gas Tax Fund	Special Revenue	253,608	72,554	16,319	309,843	75,456	16,645	368,654	78,474	16,978	430,150	81,613	17,318	494,445	84,878	17,664	561,659
11 COPS Grant Fund	Special Revenue	273,548	167,045	100,000	340,593	173,727	102,000	412,320	180,676	104,040	488,956	187,903	106,121	570,738	195,419	108,243	657,914
13 Local Transportation Comm Fund	Special Revenue	26,102	0	0	26,102	0	0	26,102	0	0	26,102	0	0	26,102	0	0	26,102
31 Shenandoah Fiddletown Rd	Special Revenue	141,938	0	0	141,938	0	0	141,938	0	0	141,938	0	0	141,938	0	0	141,938
32 SR49 Main Street Intersection	Special Revenue	(0)	0	0	(23,068)	0	0	(23,068)	0	0	(23,068)	0	0	(23,068)	0	0	(23,068)
33 Miwok Indian Project Fund	Special Revenue	0	0	0	(15,238)	0	0	(15,238)	0	0	(15,238)	0	0	(15,238)	0	0	(15,238)
34 Safe Routes To School	Special Revenue	(502,347)	0	0	(502,347)	0	0	(502,347)	0	0	(502,347)	0	0	(502,347)	0	0	(502,347)
61 Recycling Grant Fund	Special Revenue	(5,598)	0	5,000	(10,598)	0	5,100	(15,698)	0	5,202	(20,900)	0	5,306	(26,206)	0	5,412	(31,618)
63 Community Devel Block Grant	Special Revenue	52,431	0	0	52,431	0	0	52,431	0	0	52,431	0	0	52,431	0	0	52,431
66 FEMA Fund	Special Revenue	0	0	0	(54,298)	0	0	(54,298)	0	0	(54,298)	0	0	(54,298)	0	0	(54,298)
	Special Revenue Total	**829,673**	**239,599**	**281,319**	**695,349**	**249,183**	**123,745**	**820,787**	**259,150**	**126,220**	**953,717**	**269,516**	**128,745**	**1,094,488**	**280,297**	**131,319**	**1,243,466**
20 Capital Projects Fund-General	Capital	60,179	65,888	0	418,477	68,524	0	487,001	71,265	0	558,266	74,116	0	632,382	77,081	0	709,463
21 Capital Projects Fund - Street	Capital	444,667	30,600	0	498,335	31,824	0	530,159	33,097	0	563,256	34,421	0	597,677	35,798	0	633,475
22 Capital Projects Fund - Fire	Capital	253,882	17,340	0	271,222	18,034	0	289,256	18,755	0	308,011	19,505	0	327,516	20,285	0	347,801
23 Capital Projects Fund - Police	Capital	26,944	1,938	0	28,882	2,016	0	30,898	2,097	0	32,995	2,181	0	35,176	2,268	0	37,444
24 AB1600 Project Fund	Capital	0	2,244	0	(20,686)	2,334	0	(18,352)	2,427	0	(15,925)	2,524	0	(13,401)	2,625	0	(10,776)
25 General Plan Update	Capital	0	2,346	0	(267,134)	2,440	0	(264,694)	2,538	0	(262,156)	2,640	0	(259,516)	2,746	0	(256,770)
83 Lodge Hill Cap. Improvement	Capital	12,981	0	0	12,981	0	0	12,981	0	0	12,981	0	0	12,981	0	0	12,981
	Capital Total	**798,653**	**120,356**	**0**	**942,077**	**125,172**	**0**	**1,067,249**	**130,179**	**0**	**1,197,428**	**135,387**	**0**	**1,332,815**	**140,803**	**0**	**1,473,618**
40 Water Enterprise Fund	Water	(198,514)	728,596	927,885	(397,803)	757,740	946,443	(586,506)	788,050	965,372	(763,828)	819,572	984,679	(928,935)	852,355	1,004,373	(1,080,953)
41 Water Impact Fee Fund	Water	783,035	60,201	0	843,236	62,609	0	905,845	65,113	0	970,958	67,718	0	1,038,676	70,427	0	1,109,103
43 Water CIP - Meter Automation	Water	14,847	1,275	0	16,122	1,326	0	17,448	1,379	0	18,827	1,434	0	20,261	1,491	0	21,752
44 Meter Maint. Fund	Water	10,088	5,287	0	15,375	5,498	0	20,873	5,718	0	26,591	5,947	0	32,538	6,185	0	38,723
45 Water Cap Imp Arroyo Ditch	Water	135,788	0	0	135,788	0	0	135,788	0	0	135,788	0	0	135,788	0	0	135,788
	Water Total	**745,244**	**795,359**	**927,885**	**612,718**	**827,173**	**946,443**	**493,448**	**860,260**	**965,372**	**388,336**	**894,671**	**984,679**	**298,328**	**930,458**	**1,004,373**	**224,413**
50 Sewer Enterprise Fund	Sewer	437,033	620,466	602,319	455,180	645,285	614,366	486,099	671,096	626,653	530,542	697,940	639,186	589,296	725,858	651,970	663,184
51 Sewer Impact Fee Fund	Sewer	1,104,902	76,402	0	1,195,347	79,458	0	1,274,805	82,636	0	1,357,441	85,941	0	1,443,382	89,379	0	1,532,761
52 Sewer Planning & Feasibility G	Sewer	0	0	0	(14,043)	0	0	(14,043)	0	0	(14,043)	0	0	(14,043)	0	0	(14,043)
	Sewer Total	**1,541,935**	**696,868**	**602,319**	**1,636,484**	**724,743**	**614,366**	**1,746,861**	**753,732**	**626,653**	**1,873,940**	**783,881**	**639,186**	**2,018,635**	**815,237**	**651,970**	**2,181,902**
80 CFD 2016-01 ZR	CFD	70,103	45,900	38,499	77,504	47,736	39,269	85,971	49,645	40,054	95,562	51,631	40,855	106,338	53,696	41,672	118,362
81 CFD 2016-01 P&F Tax	CFD	40,272	0	6,426	33,846	0	6,555	27,291	0	6,686	20,605	0	6,820	13,785	0	6,956	6,829
Research on progress on balance	**CFD Total**	**110,375**	**45,900**	**44,925**	**111,350**	**47,736**	**45,824**	**113,262**	**49,645**	**46,740**	**116,167**	**51,631**	**47,675**	**120,123**	**53,696**	**48,628**	**125,191**
	Grand Total	**6,478,026**	**3,311,423**	**3,376,449**	**6,413,001**	**3,443,882**	**3,280,778**	**6,576,105**	**3,581,636**	**3,346,393**	**6,811,348**	**3,724,903**	**3,413,321**	**7,122,930**	**3,873,901**	**3,481,587**	**7,515,244**

Note: Negative balances signify that a fund is awaiting a grant or other reimbursement, or may be deficit spending that would need to be covered by the appropriate fund (general, water, or sewer).

CITYWIDE BUDGET

Budget Summary

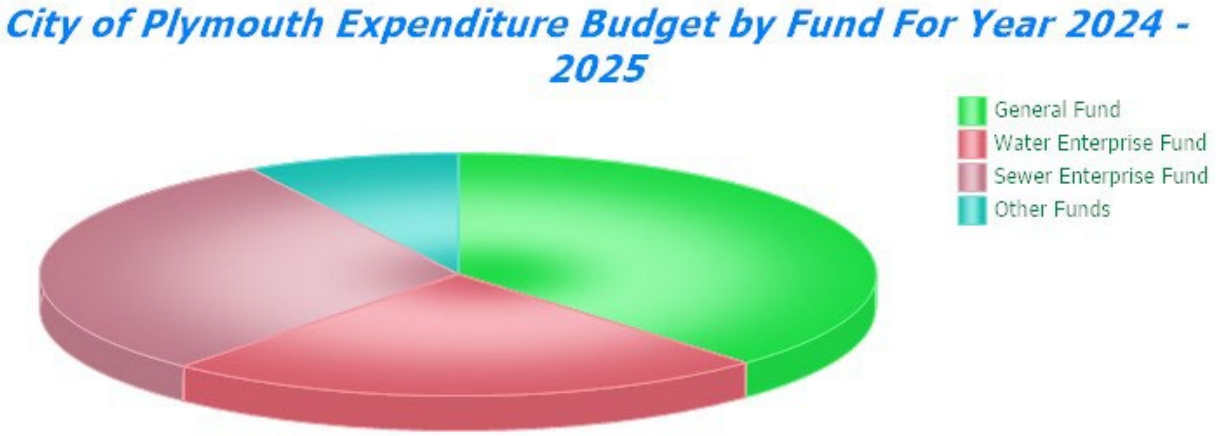
Fund / Description		Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
1 General Fund	Revenue	1,189,021	1,393,671	1,487,802	974,808	1,365,065	1,413,341
1 General Fund	Expenditures	941,030	626,957	877,691	980,207	1,258,545	1,520,000
Net Increase/(Decrease) to Fund Balance		**247,991**	**766,714**	**610,111**	**(5,399)**	**106,520**	**(106,659)**
2 TOT - Streets & Promotion Fund	Revenue	130,912	0	0	0	0	0
	Expenditures	35,865	45,162	40,467	42,364	160,000	160,000
Net Increase/(Decrease) to Fund Balance		**95,047**	**(45,162)**	**(40,467)**	**(42,364)**	**(160,000)**	**(160,000)**
5 Community Benefit Fund	Revenue			**84,075**	**18,825**	**0**	**0**
10 Gas Tax Fund	Revenue	59,760	48,243	59,146	91,932	39,707	72,554
	Expenditure	169,888	11,259	12,144	11,112	15,999	16,319
Net Increase/(Decrease) to Fund Balance		**(110,128)**	**36,984**	**47,002**	**80,820**	**23,708**	**56,235**
11 COPS Grant Fund	Revenue	168,290	161,285	165,271	186,197	163,770	167,045
	Expenditure	100,000	133,567	75,000	306,140	100,000	100,000
Net Increase/(Decrease) to Fund Balance		**68,290**	**27,718**	**90,271**	**(119,943)**	**63,770**	**67,045**
20 Capital Projects Fund-General	Revenue	**32,298**	**64,596**	**53,830**	**0**	**64,596**	**65,888**
21 Capital Projects Fund - Street	Revenue	**33,630**	**67,260**	**56,050**	**0**	**30,000**	**30,600**
22 Capital Projects Fund - Fire	Revenue	**17,484**	**34,968**	**29,140**	**0**	**17,000**	**17,340**
23 Capital Projects Fund - Police	Revenue	**1,926**	**3,852**	**3,210**	**0**	**1,900**	**1,938**
24 AB1600 Project Fund	Revenue	**2,208**	**4,416**	**3,680**	**0**	**2,200**	**2,244**
25 General Plan Update	Revenue	**2,356**	**4,713**	**3,927**	**0**	**2,300**	**2,346**
31 Shenandoah Fiddletown Rd	Expenditure	**0**	**85,624**	**4,809**	**0**	**0**	**0**
32 SR49 Main Street Intersection	Revenue	**0**	**2,781**	**0**	**(6,367)**	**0**	**0**
33 Miwok Indian Project Fund	Expenditure	**0**	**0**	**0**	**15,238**	**0**	**0**
34 Safe Routes To School	Expenditure	**(5,468)**	**3,418**	**0**	**0**	**0**	**0**

CITYWIDE BUDGET

Budget Summary *(cont'd)*

Fund / Description		Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
40 Water Enterprise Fund	Revenue	629,165	629,083	647,543	548,688	714,310	728,596
	Expenditure	780,760	674,751	773,293	780,671	815,426	927,885
		(151,595)	**(45,668)**	**(125,750)**	**(231,983)**	**(101,116)**	**(199,289)**
41 Water Impact Fee Fund	Revenue	**324,614**	**59,021**	**54,102**	**0**	**59,021**	**60,201**
43 Water CIP - Meter Automation	Revenue	**2,525**	**3,798**	**2,895**	**2,194**	**1,250**	**1,275**
44 Meter Maint. Fund	Revenue	**2,262**	**(5,183)**	**4,147**	**0**	**5,183**	**5,287**
45 Water Cap Imp Arroyo Ditch	Expenditure	**39,621**	**26,996**	**12,022**	**99**	**0**	**0**
50 Sewer Enterprise Fund	Revenue	590,997	586,695	607,913	513,112	608,300	620,466
	Expenditure	746,409	334,850	509,056	592,941	590,625	602,319
		(155,412)	**251,845**	**98,857**	**(79,829)**	**17,675**	**18,147**
51 Sewer Impact Fee Fund	Revenue	**74,904**	**149,808**	**137,324**	**0**	**74,904**	**76,402**
61 Recycling Grant Fund	Expenditure	**0**	**3,576**	**1,424**	**0**	**5,000**	**5,000**
63 Community Devel Block Grant	Expenditure	**0**	**352**	**0**	**25,764**	**0**	**0**
66 FEMA Fund	Expenditure	**2,898**	**0**	**0**	**0**	**0**	**0**
80 CFD 2016-01 ZR	Revenue	45,173	0	78,120	0	45,000	45,900
	Expenditure	31,192	31,323	35,444	25,792	37,745	38,499
		13,981	**(31,323)**	**42,676**	**(25,792)**	**7,255**	**7,401**
81 CFD 2016-01 P&F Tax	**Expenditure**	**0**	**0**	**0**	**0**	**6,300**	**6,426**
83 Lodge Hill Cap. Improvement	**Expenditure**	**0**	**1,560**	**0**	**0**	**0**	**0**
City-Wide							
Total Revenues		**3,307,525**	**3,209,007**	**3,478,175**	**2,329,389**	**3,194,506**	**3,311,423**
Total Expenditures		**2,842,195**	**1,979,395**	**2,341,350**	**2,780,328**	**2,989,640**	**3,376,449**
Net Increase/ (Decrease) to Fund Balance		**465,330**	**1,229,612**	**1,136,825**	**(450,939)**	**204,866**	**(65,025)**
Personnel							
Salaries/ Wages		**705,780**	**325,251**	**514,562**	**732,289**	**811,083**	**987,058**
FICA		**61,338**	**48,317**	**86,141**	**61,190**	**67,260**	**78,787**
Health		**0**	**0**	**0**	**26,969**	**60,825**	**59,072**
Total Personnel Budget		**767,118**	**373,568**	**600,703**	**820,448**	**939,168**	**1,124,917**

CITYWIDE BUDGET

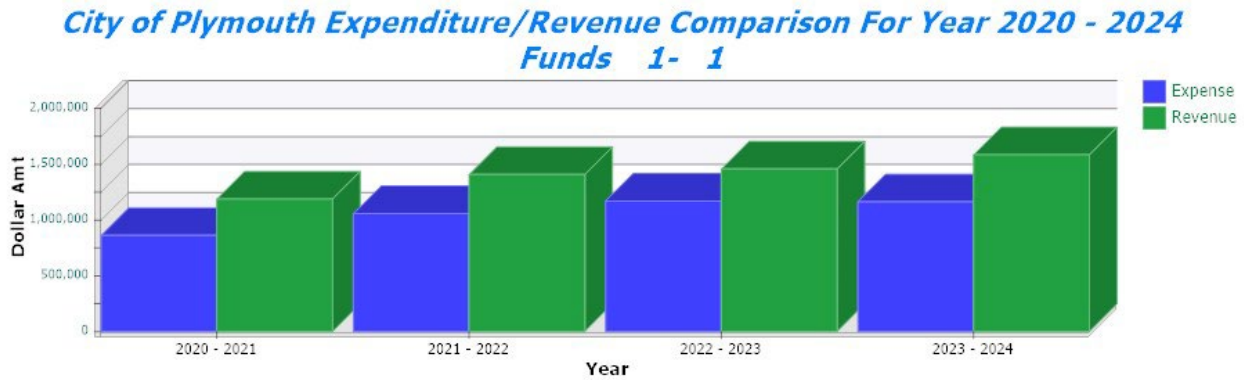


GENERAL FUND

GENERAL FUND

The General Fund is the main operating fund of the City of Plymouth. Expenditures in the General Fund encompass legislative costs, administrative costs, public works costs, parks and recreation costs, and public safety costs. For purposes of budgeting, the administrative personnel costs of the City have been allocated between The General Fund, the Water Enterprise Fund, and the Sewer Enterprise Fund. These costs include City Council, City Administration, and Finance. City Clerk, City Treasurer, and Planning personnel costs which have been allocated as listed previously. Materials, supplies and all other costs are allocated directly to the department or fund where those costs are incurred. Departments with corresponding numbers are listed below:

Account	Department
510000	City Attorney
510000	City Attorney
511000	Administration
512000	City Council
513000	City Clerk
514000	Finance
518000	City Engineer
519000	Non-Departmental
521000	Fire
531000	Publics Works
532000	Streets
541000	Building Regulation
542000	Planning
551000	Parks & Recreation
552000	Community Development
553000	Cemetery
554000	Swimming Pool



GENERAL FUND

BUDGET DETAIL

Fund / Description	Category	Account	Account Description	Department	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
1 General Fund	Revenue	400001	Current Secured Tax		310,016	261,354	372,990	300,865	359,155	387,887
1 General Fund	Revenue	400002	Current Unsecured Tax		12,907	21,719	24,516	8,072	20,600	26,477
1 General Fund	Revenue	400005	Current Supplemental		17,350			1,889	0	2,000
1 General Fund	Revenue	400006	Prior Secured-DEL Supp					3,638	0	4,000
1 General Fund	Revenue	400011	Prop Tax In Lieu MVF		148,151	(8,463)			0	0
1 General Fund	Revenue	400012	Motor Vehicle In Lieu Tax		737	166,081	174,642	100,779	162,740	181,628
1 General Fund	Revenue	400013	Homeowners Prop. Tax Relief		3,064	3,181	3,100		2,575	3,224
1 General Fund	Revenue	400040	COVID - Relief Grant			128,701	128,701		100,000	0
1 General Fund	Revenue	410001	Sales & Use Tax		116,783	237,373	221,164	151,273	211,023	238,857
1 General Fund	Revenue	420001	Transient Occupancy Tax		326,342	440,978	368,526	176,704	332,000	398,598
1 General Fund	Revenue	430001	Business License Tax		2,772	7,185	5,302	1,431	2,575	5,514
1 General Fund	Revenue	430003	Real Property Transfer Tax		38,345	5,429	15,274	3,195	5,300	5,406
1 General Fund	Revenue	430010	Del Sec Roll Appor			263	7,499		0	0
1 General Fund	Revenue	440001	Electric Franchise Fee		17,408	17,337	22,399	39,461	17,000	23,295
1 General Fund	Revenue	440002	Cable Franchise Fees		11,839	10,404	10,513	7,901	12,949	10,934
1 General Fund	Revenue	440003	Solid Waste Franchise Fee		25,479	42,260	40,090	3,145	33,580	43,297
1 General Fund	Revenue	440004	Propane Franchise Fee		7,969		3,257		3,257	3,387
1 General Fund	Revenue	460101	Building Permit		26,013	39,815	36,854	123,324	25,000	38,328
1 General Fund	Revenue	460102	Plan Check Fees		10,337	12,145	14,250		10,000	15,390
1 General Fund	Revenue	460103	Misc Permits		100			243	0	0
1 General Fund	Revenue	460104	Burn Permit				18		0	0
1 General Fund	Revenue	460201	Planning Application Fees		2,400	1,190	1,925	(6,858)	500	2,002
1 General Fund	Revenue	460203	Plan Clearance Fee		200				0	0
1 General Fund	Revenue	460301	Encroachment Fee		3,600	1,600	1,200	1,200	550	1,248
1 General Fund	Revenue	461000	Code Enforcement Fees			100	100	100	200	104
1 General Fund	Revenue	462001	Pop-Up Plaza Rental			1,500	26,304	18,905	22,000	1,500
1 General Fund	Revenue	464000	Engineering Reimbursements			93	5,730	6,906	5,735	5,850
1 General Fund	Revenue	465000	Landscape Services-Reimb from CFD					9,900	0	10,000
1 General Fund	Revenue	472001	State Grants		33,721				0	0
1 General Fund	Revenue	472002	COVID-19 County Grants		65,000				0	0
1 General Fund	Revenue	480101	Town Hall Rental			815	1,085	1,040	765	1,128
1 General Fund	Revenue	480102	Lodge Hill Rental		800	840	45	587	255	600
1 General Fund	Revenue	490001	Sale Of Photo Copies-Etc.		463	290	400	52	0	416
1 General Fund	Revenue	490003	Miscellaneous		11	205	215	19,813	35,306	500
1 General Fund	Revenue	491001	Interest Income		2,816				2,000	0
1 General Fund	Revenue	492001	Donations		2,545	1,113	1,500	1,080	0	1,560
1 General Fund	Revenue	495001	General Fines		1,853	163	203	163	0	211
		Total Revenues			1,189,021	1,393,671	1,487,802	974,808	1,365,065	1,413,341
1 General Fund	Expenditure	510000-720100	Office Expense	City Attorney			347		0	0
1 General Fund	Expenditure	510000-762000	City Attorney	City Attorney				3,445	0	0
1 General Fund	Expenditure	511000-700500	AIG and 457	Administration					35,000	35,700
1 General Fund	Expenditure	511000-701000	Salaries & Wages	Administration	169,179	45,096	62,274	122,624	190,559	217,886
1 General Fund	Expenditure	511000-702000	FICA	Administration	15,400	8,428	8,780	9,350	15,566	17,326
1 General Fund	Expenditure	511000-705000	Employee Health Ins.	Administration				5,161	23,711	21,958
1 General Fund	Expenditure	511000-706000	Stipends	Administration	131				600	612
1 General Fund	Expenditure	511000-707000	Uniforms	Administration	290				0	0
1 General Fund	Expenditure	511000-712000	Training & Education	Administration	711		3,000	239	3,200	3,264
1 General Fund	Expenditure	511000-714000	Conference Expense	Administration				850	2,800	2,856
1 General Fund	Expenditure	511000-720100	Office Expense	Administration	736		6,325	8,572	7,900	8,000
1 General Fund	Expenditure	511000-720300	Advertising	Administration	41			67	0	0
1 General Fund	Expenditure	511000-720800	Dues & Memberships	Administration		350	1,942	623	1,700	1,734
1 General Fund	Expenditure	511000-721400	Public Relations	Administration	509				0	0
1 General Fund	Expenditure	511000-721600	Community Projects - Pub Rel	Administration				23	0	0
1 General Fund	Expenditure	511000-721900	Propane	Administration			2,574	2,794	4,000	6,000
1 General Fund	Expenditure	511000-731000	Electricity	Administration			1,330	2,474	3,150	3,213
1 General Fund	Expenditure	511000-732000	Communications	Administration			1,976	5,888	4,000	4,080
1 General Fund	Expenditure	511000-740100	Building & Grounds Maintenance	Administration	123	22	1,026	2,010	2,750	2,805
1 General Fund	Expenditure	511000-740500	Maintenance Supplies	Administration	195	52	214	359	300	306
1 General Fund	Expenditure	511000-740700	Equipment Maint & Repair	Administration			45	228	120	122
1 General Fund	Expenditure	511000-761000	Contract Services	Administration			8,847	25,110	36,000	36,720
1 General Fund	Expenditure	511000-762000	City Attorney	Administration			12,074	55,796	70,000	71,400
1 General Fund	Expenditure	511000-770700	Miscellaneous Expense	Administration	(293)		360	543	0	0
1 General Fund	Expenditure	511000-781000	Human Resource Expense Allocation	Administration			2,400	13,890	23,711	24,185
1 General Fund	Expenditure	511000-782000	Customer Service Expense	Administration	81,348		914	2,407	2,800	2,856
1 General Fund	Expenditure	511000-783000	Facilities Maintenance Expense	Administration			332		5,000	5,100
1 General Fund	Expenditure	511000-784000	Information Technology Expense	Administration		4,818	17,229	31,716	31,000	31,620
1 General Fund	Expenditure	511000-786000	RM Expense	Administration		4,108	959	4,360	5,100	5,202
1 General Fund	Expenditure	512000-701000	Salaries & Wages	City Council	4,819	2,819	3,575	4,350	7,250	4,950
1 General Fund	Expenditure	512000-702000	FICA	City Council	369	660	545	334	1,027	607

GENERAL FUND

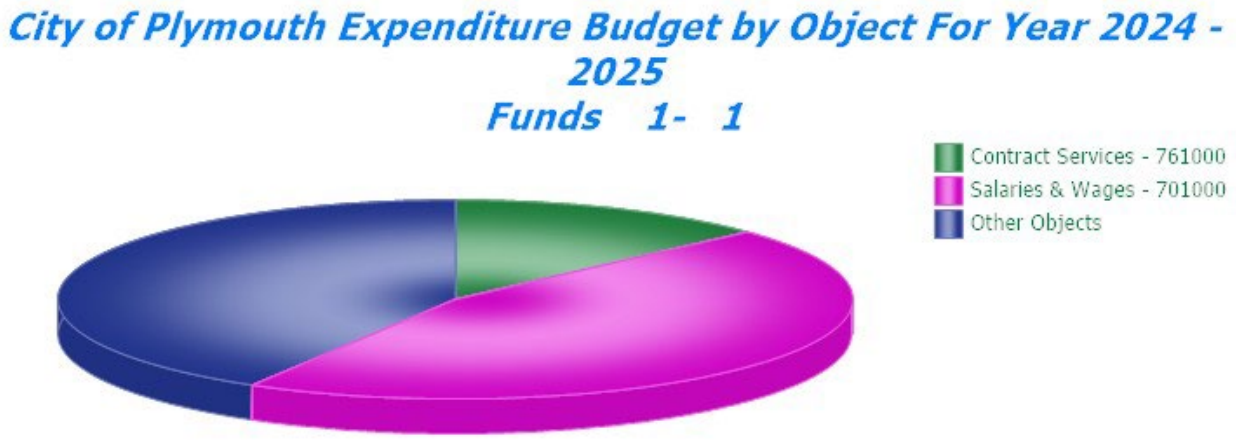
Fund / Description	Category	Account	Account Description	Department	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
1 General Fund	Expenditure	512000-712000	Training & Education	City Council	500				0	0
1 General Fund	Expenditure	512000-714000	Conference Expense	City Council		300	3,510	750	10,000	10,200
1 General Fund	Expenditure	512000-720100	Office Expense	City Council	178	293	1,173	125	1,600	1,632
1 General Fund	Expenditure	512000-720300	Advertising	City Council		2,655	1,472	1,140	0	0
1 General Fund	Expenditure	512000-720800	Dues & Memberships	City Council	195			7,864	9,000	9,180
1 General Fund	Expenditure	512000-732000	Communications	City Council		454	314		450	459
1 General Fund	Expenditure	512000-781000	Human Resource Expense Allocation	City Council		71	1,519		2,025	2,066
1 General Fund	Expenditure	512000-784000	Information Technology Expense	City Council	1,650	1,716	60		0	0
1 General Fund	Expenditure	513000-701000	Salaries & Wages	City Clerk		900	5,479	2,035	2,275	2,025
1 General Fund	Expenditure	513000-702000	FICA	City Clerk		78	224	155	0	250
1 General Fund	Expenditure	513000-707000	Uniforms	City Clerk				140	0	0
1 General Fund	Expenditure	513000-712000	Training & Education	City Clerk				329	500	510
1 General Fund	Expenditure	513000-713000	Travel	City Clerk					1,500	1,530
1 General Fund	Expenditure	513000-714000	Conference Expense	City Clerk					3,000	3,060
1 General Fund	Expenditure	513000-720100	Office Expense	City Clerk	30		1,026		0	0
1 General Fund	Expenditure	513000-720800	Dues & Memberships	City Clerk	40	775	525	745	400	408
1 General Fund	Expenditure	513000-720905	Municipal Code	City Clerk				1,466	2,500	2,550
1 General Fund	Expenditure	513000-770701	Election Expense	City Clerk	3,590				0	4,000
1 General Fund	Expenditure	514000-701000	Salaries & Wages	Finance	52,359	59,725	52,019	53,411	44,009	80,972
1 General Fund	Expenditure	514000-702000	FICA	Finance	4,357	6,851	8,639	9,457	3,590	6,888
1 General Fund	Expenditure	514000-705000	Employee Health Ins.	Finance					604	1,269
1 General Fund	Expenditure	514000-706000	Stipends	Finance					600	1,800
1 General Fund	Expenditure	514000-761000	Contract Services	Finance			3,973	27,936	40,000	40,000
1 General Fund	Expenditure	518000-701000	Salaries & Wages	City Engineer		4,379		870	0	0
1 General Fund	Expenditure	518000-702000	FICA	City Engineer		145		67	0	0
1 General Fund	Expenditure	518000-763000	Engineering	City Engineer	4,573	10,275	26,304	18,905	22,000	28,000
1 General Fund	Expenditure	518000-763100	Engineer-Reimbursable Costs	City Engineer	4,097	93	5,730	6,906	5,735	5,850
1 General Fund	Expenditure	519000-700500	AIG and 457	Non-Departmental		22,763	25,898		0	0
1 General Fund	Expenditure	519000-704000	Workers Comp. Ins.	Non-Departmental				33,539	24,445	35,518
1 General Fund	Expenditure	519000-707000	Uniforms	Non-Departmental		708			0	0
1 General Fund	Expenditure	519000-711000	Medical Expense	Non-Departmental					2,234	2,279
1 General Fund	Expenditure	519000-720100	Office Expense	Non-Departmental		5,954	8,653	188	0	0
1 General Fund	Expenditure	519000-720800	Dues & Memberships	Non-Departmental		3,510	7,303		0	0
1 General Fund	Expenditure	519000-720900	Miscellaneous Expense	Non-Departmental			1,095		0	0
1 General Fund	Expenditure	519000-721600	Community Projects - Pub Rel	Non-Departmental		170			0	0
1 General Fund	Expenditure	519000-721900	Propane	Non-Departmental		4,868	3,448		0	0
1 General Fund	Expenditure	519000-722200	Computer Hardware	Non-Departmental					3,395	3,463
1 General Fund	Expenditure	519000-722205	Computer Software	Non-Departmental					6,790	6,926
1 General Fund	Expenditure	519000-731000	Electricity	Non-Departmental		1,897	1,578		0	0
1 General Fund	Expenditure	519000-732000	Communications	Non-Departmental		1,054	287		0	0
1 General Fund	Expenditure	519000-740100	Building & Grounds Maintenance	Non-Departmental		191	1,250		0	0
1 General Fund	Expenditure	519000-740500	Maintenance Supplies	Non-Departmental		15	24		0	0
1 General Fund	Expenditure	519000-740600	Maintenance Contracts	Non-Departmental					27,161	27,704
1 General Fund	Expenditure	519000-761000	Contract Services	Non-Departmental		27,116	14,225	900	6,790	6,926
1 General Fund	Expenditure	519000-761900	Website Maintenance Contract Services	Non-Departmental					16,975	17,315
1 General Fund	Expenditure	519000-762000	City Attorney	Non-Departmental		60,629	67,495		0	0
1 General Fund	Expenditure	519000-763000	Engineering	Non-Departmental			566		0	0
1 General Fund	Expenditure	519000-770700	Miscellaneous Expense	Non-Departmental		325	51,015		0	0
1 General Fund	Expenditure	519000-781000	Human Resource Expense Allocation	Non-Departmental		16,088	16,794		0	0
1 General Fund	Expenditure	519000-782000	Customer Service Expense	Non-Departmental		3,917	1,827		0	0
1 General Fund	Expenditure	519000-783000	Facilities Maintenance Expense	Non-Departmental		12,226	5,318		6,620	6,752
1 General Fund	Expenditure	519000-784000	Information Technology Expense	Non-Departmental		37,336	32,599		7,544	7,695
1 General Fund	Expenditure	519000-785000	Vehicle Maintenance Expense	Non-Departmental		5,245	1,259		0	0
1 General Fund	Expenditure	521000-740000	Repairs & Maintenance	Fire		1,642		173	1,050	1,071
1 General Fund	Expenditure	521000-768100	Fire Protection Agreement	Fire	32,542	32,542	33,142	35,654	32,451	33,100
1 General Fund	Expenditure	531000-701000	Salaries & Wages	Public Works	28,455	35,111	77,565	119,527	71,480	104,428
1 General Fund	Expenditure	531000-702000	FICA	Public Works	2,518	6,394	12,588	9,086	5,732	8,363
1 General Fund	Expenditure	531000-705000	Employee Health Ins.	Public Works					2,346	2,346
1 General Fund	Expenditure	531000-706000	Stipends	Public Works	143			150	1,200	1,224
1 General Fund	Expenditure	531000-707000	Uniforms	Public Works		1,791	300	304	1,300	1,326
1 General Fund	Expenditure	531000-712000	Training & Education	Public Works			548		800	816
1 General Fund	Expenditure	531000-720000	Operating Supplies	Public Works		660	637	75	1,500	1,530
1 General Fund	Expenditure	531000-720100	Office Expense	Public Works				826	0	1,000
1 General Fund	Expenditure	531000-721100	Gasoline-Fuel	Public Works		3,062	5,404	8,835	9,000	9,180
1 General Fund	Expenditure	531000-721300	Safety Equipment	Public Works	300				0	0
1 General Fund	Expenditure	531000-721700	Rents, Leases Of Equip & Prop.	Public Works	1,130	1,470	3,606	9,067	9,900	10,098
1 General Fund	Expenditure	531000-722100	Chemicals	Public Works				7,316	0	8,000
1 General Fund	Expenditure	531000-731000	Electricity	Public Works		2,574	3,378	1,548	3,500	3,570

GENERAL FUND

Fund / Description	Category	Account	Account Description	Department	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
1 General Fund	Expenditure	531000-732000	Communications	Public Works		1,558	1,960	922	1,950	1,989
1 General Fund	Expenditure	531000-740100	Building & Grounds Maintenance	Public Works		101	5,142	997	1,500	1,530
1 General Fund	Expenditure	531000-740500	Maintenance Supplies	Public Works	2,388	347	338	806	500	510
1 General Fund	Expenditure	531000-740700	Equipment Maint & Repair	Public Works		147	414	2,200	5,000	5,100
1 General Fund	Expenditure	531000-740900	Animal Control	Public Works					0	10,299
1 General Fund	Expenditure	531000-783000	Facilities Maintenance Expense	Public Works			2,050		0	0
1 General Fund	Expenditure	531000-784000	Information Technology Expense	Public Works		118			0	0
1 General Fund	Expenditure	531000-785000	Vehicle Maintenance Expense	Public Works		39	2,847	3,536	0	0
1 General Fund	Expenditure	531300-701000	Salaries & Wages	Streets	33,936				0	0
1 General Fund	Expenditure	531300-702000	FICA	Streets	3,072				0	0
1 General Fund	Expenditure	531300-706000	Stipends	Streets	186				0	0
1 General Fund	Expenditure	531300-720300	Advertising	Streets	990				0	0
1 General Fund	Expenditure	531300-731000	Electricity	Streets	7,936				0	0
1 General Fund	Expenditure	531300-740100	Building & Grounds Maintenance	Streets	102				0	0
1 General Fund	Expenditure	531300-740200	Trees and Vegetation Maint.	Streets	1,200				0	0
1 General Fund	Expenditure	531300-740500	Maintenance Supplies	Streets	540				0	0
1 General Fund	Expenditure	531300-770301	Cold Mix-Base Rock	Streets	2,234				0	0
1 General Fund	Expenditure	531300-770700	Miscellaneous Expense	Streets	600				0	0
1 General Fund	Expenditure	532000-701000	Salaries & Wages	Streets		13,472	35,281	47,014	0	0
1 General Fund	Expenditure	532000-702000	FICA	Streets		2,769	9,065	3,585	0	0
1 General Fund	Expenditure	532000-731000	Electricity	Streets		1,862	2,158	2,947	2,100	2,142
1 General Fund	Expenditure	532000-740100	Building & Grounds Maintenance	Streets		3,255	3,421	626	3,900	3,978
1 General Fund	Expenditure	532000-740500	Maintenance Supplies	Streets		54	1,566	2,093	4,200	4,284
1 General Fund	Expenditure	532000-740700	Equipment Maint & Repair	Streets		182	1,981	224	2,500	2,550
1 General Fund	Expenditure	532000-740800	Permits	Streets				1,200	0	1,200
1 General Fund	Expenditure	532000-745000	Storm Drain	Streets					1,000	1,020
1 General Fund	Expenditure	532000-755000	Street Signs	Streets		709	897		1,000	1,020
1 General Fund	Expenditure	541000-701000	Salaries & Wages	Building Regulation	44,391	16,488	33,007	47,261	52,226	54,790
1 General Fund	Expenditure	541000-702000	FICA	Building Regulation	4,002	3,431	8,181	3,610	4,653	4,850
1 General Fund	Expenditure	541000-712000	Training & Education	Building Regulation			947		450	459
1 General Fund	Expenditure	541000-720100	Office Expense	Building Regulation	509		157	88	250	255
1 General Fund	Expenditure	541000-763100	Engineer-Reimbursable Costs	Building Regulation			290	2,088	0	0
1 General Fund	Expenditure	541000-770700	Miscellaneous Expense	Building Regulation	12				0	0
1 General Fund	Expenditure	541000-784000	Information Technology Expense	Building Regulation		98			0	0
1 General Fund	Expenditure	542000-701000	Salaries & Wages	Planning		5,389	15,247	19,619	0	0
1 General Fund	Expenditure	542000-702000	FICA	Planning		530	2,197	1,495	0	0
1 General Fund	Expenditure	542000-709000	Planning Commission Stipends	Planning		750	225	600	750	1,200
1 General Fund	Expenditure	542000-714000	Conference Expense	Planning			1,923		2,500	2,550
1 General Fund	Expenditure	542000-720100	Office Expense	Planning			16		0	0
1 General Fund	Expenditure	542000-720300	Advertising	Planning		2,351	153	1,045	2,050	2,091
1 General Fund	Expenditure	542000-751000	Planning Reimburse	Planning		3,327		171	0	0
1 General Fund	Expenditure	542000-761000	Contract Services	Planning	8,268	13,450	11,318	66,999	40,000	100,000
1 General Fund	Expenditure	542000-765000	Planner	Planning	47,483	9,656	672	6,683	0	0
1 General Fund	Expenditure	542000-769200	Elecronic Data Processing Expense	Planning	100,262				0	0
1 General Fund	Expenditure	542000-770700	Miscellaneous Expense	Planning		3,365	4,127	3,476	0	3,500
1 General Fund	Expenditure	551000-701000	Salaries & Wages	Parks & Recreation	29,183	52,232	30,086	31,399	135,176	160,888
1 General Fund	Expenditure	551000-702000	FICA	Parks & Recreation	2,621	1,294	2,789	2,393	11,460	13,198
1 General Fund	Expenditure	551000-705000	Employee Health Ins.	Parks & Recreation				8,986	18,891	18,891
1 General Fund	Expenditure	551000-706000	Stipends	Parks & Recreation	453				0	0
1 General Fund	Expenditure	551000-707000	Uniforms	Parks & Recreation		17			0	0
1 General Fund	Expenditure	551000-721900	Propane	Parks & Recreation		1,753	2,397	680	2,725	2,780
1 General Fund	Expenditure	551000-731000	Electricity	Parks & Recreation	2,432	2,100	2,286	2,450	2,500	2,550
1 General Fund	Expenditure	551000-740100	Building & Grounds Maintenance	Parks & Recreation	5,021	6,267	3,507	1,296	1,550	1,581
1 General Fund	Expenditure	551000-740500	Maintenance Supplies	Parks & Recreation	1,159	326	109	83	225	230
1 General Fund	Expenditure	551000-740700	Equipment Maint & Repair	Parks & Recreation		1,948	190	2,468	0	2,500
1 General Fund	Expenditure	551000-761000	Contract Services	Parks & Recreation	4,750	9,000	9,000	123	12,000	9,000
1 General Fund	Expenditure	551000-762000	City Attorney	Parks & Recreation			1,233		200	204
1 General Fund	Expenditure	551000-763000	Engineering	Parks & Recreation		2,180	170		170	173
1 General Fund	Expenditure	551000-770700	Miscellaneous Expense	Parks & Recreation		39	58		0	0
1 General Fund	Expenditure	552000-701000	Salaries & Wages	Community Development	29,782				0	0
1 General Fund	Expenditure	552000-702000	FICA	Community Development	2,450				0	0
1 General Fund	Expenditure	552000-720100	Office Expense	Community Development			25	189	0	0
1 General Fund	Expenditure	552000-740500	Maintenance Supplies	Community Development			97		150	153
1 General Fund	Expenditure	552000-766000	Code Enforcement	Community Development		653	24		0	0
1 General Fund	Expenditure	553000-701000	Salaries & Wages	Cemetery		2,028	8,224	19,743	0	0
1 General Fund	Expenditure	553000-702000	FICA	Cemetery		1,013	3,362	1,508	0	0
1 General Fund	Expenditure	553000-740100	Building & Grounds Maintenance	Cemetery	221		2		0	0
1 General Fund	Expenditure	553000-740200	Trees and Vegetation Maint.	Cemetery				5,950	0	6,000
1 General Fund	Expenditure	553000-740500	Maintenance Supplies	Cemetery	8				0	0

GENERAL FUND

Fund / Description	Category	Account	Account Description	Department	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
1 General Fund	Expenditure	554000-701000	Salaries & Wages	Swimming Pool	25,756		4,251	8,513	33,281	56,811
1 General Fund	Expenditure	554000-702000	FICA	Swimming Pool	2,404		94	648	2,543	2,705
1 General Fund	Expenditure	554000-712000	Training & Education	Swimming Pool			393	400	550	561
1 General Fund	Expenditure	554000-720400	Swimming Pool Supplies	Swimming Pool	239	233	18	65	250	255
1 General Fund	Expenditure	554000-721000	Office Expense	Swimming Pool					0	1,500
1 General Fund	Expenditure	554000-722100	Chemicals	Swimming Pool	8,902	2,868	10,487	7,008	10,000	10,200
1 General Fund	Expenditure	554000-740100	Building & Grounds Maintenance	Swimming Pool	350	591	1,897	248	500	510
1 General Fund	Expenditure	554000-740500	Maintenance Supplies	Swimming Pool	1,102	245	314	63	450	4,509
1 General Fund	Expenditure	554000-740700	Equipment Maint & Repair	Swimming Pool	12	565	3,597	200	1,000	1,020
1 General Fund	Expenditure	554000-740800	Permits	Swimming Pool	90	180	180	180	1,650	1,683
1 General Fund	Expenditure	554000-761000	Contract Services	Swimming Pool	25,232	13,656	20,478	3,627	27,500	5,000
1 General Fund	Expenditure	700000-740100	Building & Grounds Maintenance				6		0	0
1 General Fund	Expenditure	890000-991000	Operating Transfers Out		130,537				0	0
		Total Expenditures			941,030	626,957	877,691	980,207	1,258,545	1,520,000
	Net Increase/(Decrease) to Fund Balance				247,991	766,714	610,111	(5,399)	106,520	(106,659)



Internal Service Funds

INTERNAL SERVICE FUNDS (Allocated to General, Water, and Sewer Funds)

In prior years, citywide costs for Risk Management, Human Resources, Facility Maintenance, and Information Technology were centralized within Internal Service Funds. This practice may work well in large agencies, but can create confusion and unnecessary steps in smaller agencies. These costs are now allocated based upon appropriate bases which will be full-time equivalents in most cases.

WATER FUND

WATER ENTERPRISE

The Water Enterprise Fund is the main operating fund associated with the delivery of water to the citizens of Plymouth. Expenses such as materials and supplies are included directly in the budget, while personnel and other administrative costs are calculated and charged through allocations.

Fund / Description	Category	Account	Account Description	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
40 Water Enterprise Fund	Revenue	450002	Reconnect Fee	100				0	0
40 Water Enterprise Fund	Revenue	450005	Penalties	(244)	7,424	18,641	23,640	10	10
40 Water Enterprise Fund	Revenue	450008	Misc Charges		2,539	10,403	8,272	9,900	10,098
40 Water Enterprise Fund	Revenue	451001	Water Commodity Charge	344,996	251,454	269,384	230,128	280,000	285,600
40 Water Enterprise Fund	Revenue	451002	Water Delivery Charge	250,052	342,105	333,804	272,800	400,000	408,000
40 Water Enterprise Fund	Revenue	451005	Wholesale Water Sales	19,620	9,219	(3,229)		9,400	9,588
40 Water Enterprise Fund	Revenue	480501	AT&T Land Lease	14,591	16,342	18,540	13,848	15,000	15,300
40 Water Enterprise Fund	Revenue	490003	Miscellaneous	50				0	0
		Total Revenues		629,165	629,083	647,543	548,688	714,310	728,596
40 Water Enterprise Fund	Expenditure	519000-761000	Contract Services				3,352	0	0
40 Water Enterprise Fund	Expenditure	600000-701000	Salaries & Wages	115,648	38,415	83,626	113,732	126,464	151,254
40 Water Enterprise Fund	Expenditure	600000-702000	FICA	9,788	7,286	13,157	8,667	10,365	12,300
40 Water Enterprise Fund	Expenditure	600000-704000	Workers Comp. Ins.				5,040	5,040	5,337
40 Water Enterprise Fund	Expenditure	600000-705000	Employee Health Ins.				5,221	7,193	7,304
40 Water Enterprise Fund	Expenditure	600000-706000	Stipends	252				0	0
40 Water Enterprise Fund	Expenditure	600000-711000	Medical Expense					461	470
40 Water Enterprise Fund	Expenditure	600000-720100	Office Expense	226	3,915	3,048	3,285	0	3,000
40 Water Enterprise Fund	Expenditure	600000-720300	Advertising		418	696		0	0
40 Water Enterprise Fund	Expenditure	600000-720800	Dues & Memberships	4,190	75			5,000	5,100
40 Water Enterprise Fund	Expenditure	600000-720900	Miscellaneous Expense	571	1,085	2,698	79	3,350	3,417
40 Water Enterprise Fund	Expenditure	600000-721100	Gasoline-Fuel		3,062	2,615		2,300	2,346
40 Water Enterprise Fund	Expenditure	600000-721900	Propane				40	0	0
40 Water Enterprise Fund	Expenditure	600000-722200	Computer Hardware					700	714
40 Water Enterprise Fund	Expenditure	600000-722205	Computer Software				2,600	2,600	2,652
40 Water Enterprise Fund	Expenditure	600000-728100	Water Testing By Lab	2,057	5,095	2,672	1,626	6,000	6,120
40 Water Enterprise Fund	Expenditure	600000-728300	Repair and Maint of Meters			197	267	1,000	1,020
40 Water Enterprise Fund	Expenditure	600000-728310	Pipe & Materials	680				0	0
40 Water Enterprise Fund	Expenditure	600000-729100	Water Commodity Purchase - AWA	129,377	138,093	190,464	173,030	150,000	153,000
40 Water Enterprise Fund	Expenditure	600000-729200	Water Meter Charge - AWA	129,996	165,223	218,631	198,509	218,263	222,628
40 Water Enterprise Fund	Expenditure	600000-731000	Electricity	1,878	4,076	4,025	4,389	5,000	5,100
40 Water Enterprise Fund	Expenditure	600000-732000	Communications	399	524	547	799	1,000	1,020
40 Water Enterprise Fund	Expenditure	600000-740100	Building & Grounds Maintenance		1,005	905	798	1,000	1,020
40 Water Enterprise Fund	Expenditure	600000-740500	Maintenance Supplies	1,304				2,050	2,091
40 Water Enterprise Fund	Expenditure	600000-740600	Maintenance Contracts	32,347	30,015	39,030	37,931	48,600	49,572
40 Water Enterprise Fund	Expenditure	600000-740700	Equipment Maint & Repair			2,362	6,743	0	7,000
40 Water Enterprise Fund	Expenditure	600000-740800	Permits		7,663	8,611	8,967	8,400	8,568
40 Water Enterprise Fund	Expenditure	600000-761000	Contract Services				3,165	1,400	1,428
40 Water Enterprise Fund	Expenditure	600000-761900	Website Maintenance Contract Services					3,500	3,570
40 Water Enterprise Fund	Expenditure	600000-762000	City Attorney	3,946	6,856	548	7,690	20,000	20,400
40 Water Enterprise Fund	Expenditure	600000-763000	Engineering	3,060	38,021	8,659	4,842	5,000	5,100
40 Water Enterprise Fund	Expenditure	600000-767000	Contract Services - AWA	2,440	7,072	21,892	8,315	30,000	30,600
40 Water Enterprise Fund	Expenditure	600000-770100	Processing Fees	1,661				0	0
40 Water Enterprise Fund	Expenditure	600000-781000	Human Resource Expense Allocation		15,628	16,794	34,483	40,000	40,800
40 Water Enterprise Fund	Expenditure	600000-782000	Customer Service Expense	81,348	757			0	0
40 Water Enterprise Fund	Expenditure	600000-783000	Facilities Maintenance Expense		40,955	1,517		4,365	4,452
40 Water Enterprise Fund	Expenditure	600000-784000	Information Technology Expense		6,217	3,058	622	5,555	5,666
40 Water Enterprise Fund	Expenditure	600000-786000	Risk Management Expense		4,108			4,416	4,504
40 Water Enterprise Fund	Expenditure	600000-791100	Interest Payment	44,283	47,166	92,686	84,971	96,404	98,332
40 Water Enterprise Fund	Expenditure	600000-791111	Principal Paymen	192,808				0	0
40 Water Enterprise Fund	Expenditure	600000-799100	Depreciation Expense	22,501	102,021	54,855	61,290	0	62,000
40 Water Enterprise Fund	Expenditure	700000-720100	Office Expense				218	0	0
		Total Expenditures		780,760	674,751	773,293	780,671	815,426	927,885
	Net Increase/(Decrease) to Fund Balance			(151,595)	(45,668)	(125,750)	(231,983)	(101,116)	(199,289)
41 Water Impact Fee Fund	Revenue	460701	Development Impact Fees	324,614	59,021	54,102		59,021	60,201
43 Water CIP - Meter Automation	Revenue	450001	Parcel Charges	2,525	3,798	2,895	2,194	1,250	1,275
43 Water CIP - Meter Automation	Revenue	450005	Penalties	(3)				0	0
44 Meter Maint. Fund	Revenue	451007	Water Meter	2,262	(5,183)	4,147		5,183	5,287
45 Water Cap Imp Arroyo Ditch	Expenditure	600000-720300	Advertising			128		0	0
45 Water Cap Imp Arroyo Ditch	Expenditure	600000-763000	Engineering	39,621	26,996	6,994	99	0	0
45 Water Cap Imp Arroyo Ditch	Expenditure	600000-767000	Contract Services - AWA			4,900		0	0
		Total Expenditures		39,621	26,996	12,022	99	0	0

SEWER FUND

SEWER ENTERPRISE

The Sewer Enterprise Fund is the main operating fund associated with the collection and treatment of wastewater for the citizens of Plymouth. Expenses such as materials and supplies are included directly in the budget, while personnel and other administrative costs are calculated and charged through allocations.

Fund / Description	Category	Account	Account Description	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
50 Sewer Enterprise Fund	Revenue	450009	Hook Up Fees	2,875				0	0
50 Sewer Enterprise Fund	Revenue	452001	Sewer Service Revenue	578,622	580,279	601,142	507,761	595,000	606,900
50 Sewer Enterprise Fund	Revenue	452009	Low Income Credit		(4,984)	(4,629)	(3,199)	0	0
50 Sewer Enterprise Fund	Revenue	480701	Ranch House Rental	9,500	11,400	11,400	8,550	13,300	13,566
		Total Revenues		590,997	586,695	607,913	513,112	608,300	620,466
50 Sewer Enterprise Fund	Expenditure	519000-761000	Contract Services				1,826	0	0
50 Sewer Enterprise Fund	Expenditure	600000-740100	Building & Grounds Maintenance		89	214		285	291
50 Sewer Enterprise Fund	Expenditure	600000-786000	Risk Management Expense		4,108			7,073	7,214
50 Sewer Enterprise Fund	Expenditure	700000-701000	Salaries & Wages	172,272	49,197	103,928	142,191	147,763	151,254
50 Sewer Enterprise Fund	Expenditure	700000-702000	FICA	14,357	9,438	16,520	10,835	12,324	12,300
50 Sewer Enterprise Fund	Expenditure	700000-704000	Workers Comp. Ins.				6,515	6,515	6,899
50 Sewer Enterprise Fund	Expenditure	700000-705000	Employee Health Ins.				7,601	8,080	7,304
50 Sewer Enterprise Fund	Expenditure	700000-706000	Stipends	453				300	306
50 Sewer Enterprise Fund	Expenditure	700000-707000	Uniforms		153			0	0
50 Sewer Enterprise Fund	Expenditure	700000-711000	Medical Expense	366				595	607
50 Sewer Enterprise Fund	Expenditure	700000-712000	Training & Education		128	377	30	750	765
50 Sewer Enterprise Fund	Expenditure	700000-720100	Office Expense	396	6,076	2,644	3,725	3,200	3,264
50 Sewer Enterprise Fund	Expenditure	700000-720300	Advertising			696		0	0
50 Sewer Enterprise Fund	Expenditure	700000-720800	Dues & Memberships	12,191	75			0	0
50 Sewer Enterprise Fund	Expenditure	700000-721100	Gasoline-Fuel		3,159	2,809	271	0	300
50 Sewer Enterprise Fund	Expenditure	700000-721700	Rents, Leases Of Equip & Prop.	1,680	1,460	1,656	1,603	2,500	2,550
50 Sewer Enterprise Fund	Expenditure	700000-722100	Chemicals	19,214	4,848	41,525	43,148	30,000	30,600
50 Sewer Enterprise Fund	Expenditure	700000-722200	Computer Hardware					905	923
50 Sewer Enterprise Fund	Expenditure	700000-722205	Computer Software					1,810	1,846
50 Sewer Enterprise Fund	Expenditure	700000-728100	Water Testing By Lab	11,779	12,012	13,896	13,816	15,175	15,479
50 Sewer Enterprise Fund	Expenditure	700000-731000	Electricity	88,607	95,232	111,290	109,208	113,500	115,770
50 Sewer Enterprise Fund	Expenditure	700000-732000	Communications	7,175	1,772	1,739	3,566	7,500	7,650
50 Sewer Enterprise Fund	Expenditure	700000-740100	Building & Grounds Maintenance	919	1,482	1,774	10,951	10,000	10,200
50 Sewer Enterprise Fund	Expenditure	700000-740300	Ranch House Repairs	524			440	3,000	3,060
50 Sewer Enterprise Fund	Expenditure	700000-740500	Maintenance Supplies	3,411	155	385	3,173	3,200	3,264
50 Sewer Enterprise Fund	Expenditure	700000-740600	Maintenance Contracts					7,239	7,384
50 Sewer Enterprise Fund	Expenditure	700000-740700	Equipment Maint & Repair	15,735	18,074	13,803	8,188	13,000	13,260
50 Sewer Enterprise Fund	Expenditure	700000-740800	Permits	229	42,343	44,710	47,390	30,000	30,600
50 Sewer Enterprise Fund	Expenditure	700000-761000	Contract Services				9,823	1,810	1,846
50 Sewer Enterprise Fund	Expenditure	700000-761900	Website Maintenance Contract Services					4,525	4,616
50 Sewer Enterprise Fund	Expenditure	700000-763000	Engineering	11,200	8,383	16,573	6,533	16,000	16,320
50 Sewer Enterprise Fund	Expenditure	700000-767000	Contract Services - AWA	10,888	26,620	73,111	101,402	50,000	51,000
50 Sewer Enterprise Fund	Expenditure	700000-770100	Processing Fees	2,024				0	0
50 Sewer Enterprise Fund	Expenditure	700000-770500	Annual Dam Fees	52,116				0	0
50 Sewer Enterprise Fund	Expenditure	700000-770700	Miscellaneous Expense	62	286	157		0	0
50 Sewer Enterprise Fund	Expenditure	700000-771000	Bond Payment FHA92-02		6,000	6,000		6,000	6,120
50 Sewer Enterprise Fund	Expenditure	700000-772000	Bond Payment FHA92-01		11,000	11,000	15,400	11,000	11,220
50 Sewer Enterprise Fund	Expenditure	700000-781000	Human Resource Expense Allocation		15,724	16,794	34,483	50,000	51,000
50 Sewer Enterprise Fund	Expenditure	700000-782000	Customer Service Expense	81,348	260			0	0
50 Sewer Enterprise Fund	Expenditure	700000-783000	Facilities Maintenance Expense		3,086	1,517		3,865	3,942
50 Sewer Enterprise Fund	Expenditure	700000-784000	Information Technology Expense		6,217	3,021	1,545	6,011	6,131
50 Sewer Enterprise Fund	Expenditure	700000-785000	Vehicle Maintenance Expense		123	54	28	0	0
50 Sewer Enterprise Fund	Expenditure	700000-786000	Risk Management Expense			145		200	204
50 Sewer Enterprise Fund	Expenditure	700000-791200	Interest Payment FHA92-02	3,150	2,850	2,550	9,250	2,000	2,040
50 Sewer Enterprise Fund	Expenditure	700000-791300	Interest Payment FHA92-01	5,000	4,500	3,950		4,500	4,590
50 Sewer Enterprise Fund	Expenditure	700000-799100	Depreciation Expense	230,400				0	0
50 Sewer Enterprise Fund	Expenditure	700000-802000	Equipment	913		16,218		10,000	10,200
		Total Expenditures		746,409	334,850	509,056	592,941	590,625	602,319
	Net Increase/(Decrease) to Fund Balance			(155,412)	251,845	98,857	(79,829)	17,675	18,147
51 Sewer Impact Fee Fund	Revenue	460731	Sewer Treatment Impact Fees	67,692	135,384	124,102		67,692	69,046
51 Sewer Impact Fee Fund	Revenue	460732	Sewer Collection Impact Fees	7,212	14,424	13,222		7,212	7,356
		Total Revenues		74,904	149,808	137,324	0	74,904	76,402

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS

TOT Streets and Promotion Funds 2

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 revenue comes from a 40% transfer of all current TOT revenues collected in the General Fund.

Gas Tax Fund 10

Included in the sale of gasoline in the State of California there is a highway users' tax (HUT). This tax is collected by the State and allocated to each jurisdiction based on its ratio of population to the population in the State of California.

Community Oriented Policing Services (COPS) Fund 11

The State of California provides funding on an annual basis for small community public safety expenditures. The annual grant is over $100,000 and was codified in State Law by Senate Bill 89 on June 30, 2011. The City of Plymouth contracts with the Amador County Sheriff's Office (ACSO) to provide police services. The City utilizes $100,000 of its COPS grant funding for this contractual obligation. Additional funds may be used for public safety purposes.

State Route 49 and Main Street Project Fund 32

Expenditures included in the SR49 & Main PTAA Fund were for plans, specifications, final engineering and right of way services.

CDBG Grant Fund 63

Included in the CDBG Fund were grants made to local businesses during the COVID-19 State of Emergency. These funds are also being used for the Fire Station Rehabilitation Project.

CDBG Grant Rehab Housing Revolving Loan Fund 63

Qualified expenditures acceptable for funding from the Revolving Loan Fund are those which meet the criteria for the original grant purpose. These include loans and grants to individuals who wish to do rehabilitation projects on qualified housing. A low-income requirement is believed to have previously been met.

Recycling Grant Fund 61

The State of California imposes a five-cent recycling fee on bottles and containers sold in the state. The State apportioned $5,000 per City for use on promoting recycling programs and the purchase of item made from recycled materials. The State program is self-supporting and if revenues are not sufficient to fund the program the City Grant may be changed or eliminated.

SPECIAL REVENUE FUNDS

Fund / Description	Category	Account	Account Description	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
2 TOT-Streets &Promotion Fund	Revenue	453000	Rents &Concessions	375				0	0
2 TOT-Streets &Promotion Fund	Revenue	499000	Operating Transfers In	130,537				0	0
		Total Revenues		130,912	0	0	0	0	0
2 TOT-Streets &Promotion Fund	Expenditure	531000-740500	Maintenance Supplies				27	0	0
2 TOT-Streets &Promotion Fund	Expenditure	560000-740700	Equipment Maint &Repair			685	5,835	0	0
2 TOT-Streets &Promotion Fund	Expenditure	560000-770300	TOT-Promotions Support	35,315	44,908	39,530	32,132	60,000	60,000
2 TOT-Streets &Promotion Fund	Expenditure	560000-770310	TOT-Street Expenditures	550	254	252	4,370	100,000	100,000
		Total Expenditures		35,865	45,162	40,467	42,364	160,000	160,000
		Net Increase/(Decrease) to Fund Balance		95,047	(45,162)	(40,467)	(42,364)	(160,000)	(160,000)
10 Gas Tax Fund	Revenue	470101	Road Maint &Rehab-SB1	42,248	20,253	23,397	17,183	15,794	17,870
10 Gas Tax Fund	Revenue	470111	Hwy user tax-Section 2103	654	7,444	9,244	8,838	5,911	9,192
10 Gas Tax Fund	Revenue	470112	Hwy user tax-section 2105	484	5,114	6,576	5,871	4,003	6,106
10 Gas Tax Fund	Revenue	470113	Hwy user tax-section 2106	759	8,401	9,961	8,719	6,501	9,068
10 Gas Tax Fund	Revenue	470114	Hwy user tax-section 2107	670	6,031	8,968	7,921	4,434	8,238
10 Gas Tax Fund	Revenue	470115	Hwy user tax-section 2107.5		1,000	1,000	2,000	1,051	2,080
10 Gas Tax Fund	Revenue	470201	RSTP (ACTC)	14,945			41,400	2,013	20,000
		Total Revenues		59,760	48,243	59,146	91,932	39,707	72,554
10 Gas Tax Fund	Expenditure	560000-731000	Electricity	11,572	11,259	12,144	11,112	15,999	16,319
10 Gas Tax Fund	Expenditure	560000-746000	Sidewalks	154,962				0	0
10 Gas Tax Fund	Expenditure	560000-763000	Engineering	3,354				0	0
		Total Expenditures		169,888	11,259	12,144	11,112	15,999	16,319
		Net Increase/(Decrease) to Fund Balance		(110,128)	36,984	47,002	80,820	23,708	56,235
11 COPS Grant Fund	Revenue	471001	COPS Program	168,290	161,285	165,271	186,197	163,770	167,045
		Total Revenues		168,290	161,285	165,271	186,197	163,770	167,045
11 COPS Grant Fund	Expenditure	560000-768200	Cops Expense - Contract	62,179	66,798	46,065	61,183	100,000	100,000
11 COPS Grant Fund	Expenditure	560000-768210	Dispatch Services	37,821	33,202	28,935	244,957	0	0
11 COPS Grant Fund	Expenditure	560000-768220	Front-Line LE Requests		33,567			0	0
		Total Expenditures		100,000	133,567	75,000	306,140	100,000	100,000
		Net Increase/(Decrease) to Fund Balance		68,290	27,718	90,271	(119,943)	63,770	67,045
31 Shenandoah Fiddletown Rd	Expenditure	560000-763000	Engineering		85,624	4,809		0	0
32 SR49 Main Street Intersection	Revenue	472001	State Grants		2,781		(6,367)	0	0
33 Miwok Indian Project Fund	Expenditure	560000-762000	City Attorney				15,238	0	0
34 Safe Routes To School	Expenditure	560000-763000	Engineering	(30,219)	171			0	0
34 Safe Routes To School	Expenditure	560000-764000	Auditing Expense	18,000				0	0
34 Safe Routes To School	Expenditure	560000-770900	Administration Cost		3,247			0	0
34 Safe Routes To School	Expenditure	560000-805000	Construction	6,751				0	0
		Total Expenditures		(5,468)	3,418	0	0	0	0
61 Recycling Grant Fund	Expenditure	560000-770800	Recycling Grant Expenditures	0	3,576	1,424	0	5,000	5,000
63 Community Devel Block Grant	Expenditure	560000-770800	Recycling Grant Expenditures				8,095	0	0
63 Community Devel Block Grant	Expenditure	560000-770801	CDBG CV Expenditures		352		2,358	0	0
63 Community Devel Block Grant	Expenditure	560000-770802	Fire Station Improvement expenditures				15,311	0	0
		Total Expenditures		0	352	0	25,764	0	0
66 FEMA Fund	Expenditure	560000-745100	Storm Damage Repairs	2,898				0	0
83 Lodge Hill Cap. Improvement	Expenditure	560000-761000	Contract Services		1,560			0	0

CAPITAL PROJECT FUNDS

CAPITAL IMPROVEMENT FUNDS

The City maintains a number of capital project funds separated by funding source and restricted use as indicated within the fund title. These are used for qualifying capital projects as determined by the City Council and Capital Improvement Plan.

Community Benefit Fund 5

General Facilities Impact Fees Fund 20

Capital Projects Streets Fund 21

Capital Projects Fire Fund 22

Capital Projects Fire Bldg. Fund 22

Capital Projects Police Fund 23

AB 1600 Project Fund 24

General Plan Project Fund 25

Fund / Description	Category	Account	Account Description	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
5 Community Benefit Fund	Revenue	440791	Community Benefit Contribution			84,075	18,825	0	0
20 Capital Projects Fund-General	Revenue	460711	Admin Facilities Impact Fees	17,568	35,136	29,280		35,136	35,839
20 Capital Projects Fund-General	Revenue	460712	Museum Impact Fees	1,734	3,468	2,890		3,468	3,537
20 Capital Projects Fund-General	Revenue	460713	Library Impact Fees	5,622	11,244	9,370		11,244	11,469
20 Capital Projects Fund-General	Revenue	460714	Corp Yard Impact Fees	7,374	14,748	12,290		14,748	15,043
		Total Revenues		32,298	64,596	53,830	0	64,596	65,888
		Total Expenditures		0	0	0	0	0	0
		Net Increase/(Decrease) to Fund Balance		32,298	64,596	53,830	0	64,596	65,888
21 Capital Projects Fund - Street	Revenue	460701	Development Impact Fees	33,630	67,260	56,050		30,000	30,600
22 Capital Projects Fund - Fire	Revenue	460701	Development Impact Fees	17,484	34,968	29,140		17,000	17,340
23 Capital Projects Fund - Police	Revenue	460701	Development Impact Fees	1,926	3,852	3,210		1,900	1,938
24 AB1600 Project Fund	Revenue	460701	Development Impact Fees	2,208	4,416	3,680		2,200	2,244
25 General Plan Update	Revenue	460202	Long Range Planning Fee	2,356	4,713	3,927		2,300	2,346

COMMUNITY FACILITIES DISTRICTS

The City is in progress on performing research related to reconciling Community Facilities Districts funds by working with prior auditing firm and the County. An update on beginning fund balances will be provided once complete.

Fund / Description	Category	Account	Account Description	Actual 20-21	Actual 21-22	Actual 22-23	(thru 4/24) Actual 23-24	Current Budget 23-24	Proposed Budget 24-25
80 CFD2016-01 ZR	Revenue	400901	CFD2016-01 O&M	45,173		78,120		45,000	45,900
80 CFD2016-01 ZR	Expenditure	519000-731000	Electricity	298	361	237	314	220	224
80 CFD2016-01 ZR	Expenditure	519000-732000	Communications		570	907		1,210	1,234
80 CFD2016-01 ZR	Expenditure	519000-740100	Building & Grounds Maintenance	20,421	19,858	22,398	16,619	23,100	23,562
80 CFD2016-01 ZR	Expenditure	519000-740500	Maintenance Supplies					500	510
80 CFD2016-01 ZR	Expenditure	519000-740700	Equipment Maint & Repair			77	4	500	510
80 CFD2016-01 ZR	Expenditure	519000-740800	Permits		206			0	0
80 CFD2016-01 ZR	Expenditure	519000-763000	Engineering		163			0	0
80 CFD2016-01 ZR	Expenditure	519000-769000	CFD2016-01 ADMIN	3,894	2,539	5,045	3,169	4,650	4,743
80 CFD2016-01 ZR	Expenditure	519000-770400	Water Utility Billing	6,579	7,626	6,780	5,686	7,565	7,716
	Total Expenditures			31,192	31,323	35,444	25,792	37,745	38,499
	Net Increase/(Decrease) to Fund Balance			13,981	(31,323)	42,676	(25,792)	7,255	7,401
81 CFD2016-01 P&F Tax	Expenditure	519000-802000	Equipment					6,300	6,426

BUDGET GLOSSARY

BUDGET GLOSSARY

Activities
Specific services performed in accomplishing program objectives and goals (See Program).

Agency Funds
Also known as Fiduciary Fund Types, these funds are used to account for assets held by the City in a trustee capacity or as an agent for private individuals, organizations, or other governmental agencies. The fiduciary funds used by the City include agency funds. Agency funds are custodial in nature (assets equal liabilities) and do not measure the results of operations.

Appropriation
An authorization made by the Council which permits the City to incur obligations and to make expenditures of resources in providing services as planned.

Appropriation Limit
Propositions 4 and 111 created a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978-79 fiscal years, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the limit; only those which are referred to as "proceeds of taxes." Some examples of proceeds of taxes are sales tax, property tax, and business license tax.

Assessed Valuation
A value established for real property for use as a basis in levying property taxes. For all agencies in the State of California, assessed value is established by the County for the secured and unsecured property tax rolls; the utility property tax roll is valued by the State Board of Equalization. Under Article XIII of the State Constitution (Proposition 13 adopted by the voters on June 6, 1978), properties are assessed at 100% of full value. Proposition 13 also modified the value of real taxable property for fiscal 1979 by rolling back values to fiscal 1976 levels.
From this base of assessment, subsequent annual increases in valuation are limited to a maximum of 2%. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations, and is subject to annual reappraisal. Property taxes for general purposes cannot exceed 1% of assessed value.

Audit
Conducted by an independent certified public accountant (CPA), the primary objective of an audit is to determine if the City's financial statements present fairly the City's financial position and results of operations in conformity with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards for Comprehensive Annual Financial Reporting. In conjunction with their performance of an audit, the auditing standards require an independent auditor to report to the City Council of audit findings on adequacy of the City's internal controls as well as recommendation and improvements to the City's financial management practices.

BUDGET GLOSSARY

Bonds
A form of borrowing (debt financing) which reflects a written promise from the City to repay a sum of money on a specific date at a specified interest rate. Local governments use bonds to obtain long-term financing for large capital projects such as buildings, streets, utility infrastructure, and bridges.

Budget
A financial plan for a specified period of time that matches planned revenues and expenditures to municipal services, goals and objectives. The City of Half Moon Bay uses a financial plan covering a fiscal year (July 1 through June 30), with actual budget appropriations made annually.

Budget Amendment
The City Council has the sole responsibility for adopting the City's budget, and may amend or supplement the budget at any time after adoption by majority vote. The City Manager has the authority to approve administrative adjustments to the budget as long as those changes are between objects, as well as departments, within the same fund category.

Budget Calendar
The schedule of budget preparations, hearings, and adoption of the annual budget.

Budget Policies
General and specific guidelines, developed by the City Manager in consultation with the City Council, that govern financial plan preparation and administration. The departments make their budget requests on the basis of the guidelines.

Capital Improvement Plan (CIP)
Commonly, a five-year plan providing for the maintenance or replacement of existing public facilities and assets and for building or acquiring new ones.

Contingency
A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contractual Services
Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include public safety services, recreation services, utilities, maintenance agreements, and professional consulting services.

Deficit
The excess of an entity's liabilities over its assets or the excess of expenditures over revenues during a single accounting period.

Debt Service
Payments of principal and interest on bonds and other debt instruments

according to a pre-determined schedule.

Debt Instrument
Methods of borrowing funds including, but not limited to, general obligation bonds, judgment obligation bond, revenue bonds, lease/purchase agreements, lease revenue bonds, and assessment district bonds.

Debt Service Funds
This fund type is used to account for the payment and accumulation of resources related to general long-term debt principal and interest (See Fund).

Department
A major organizational unit of the City which has been assigned overall management responsibility for an operation or a group of related operations within a functional area.

Depreciation
Expiration in the service life of capital assets attributable to wear and tear, deterioration, action of physical elements, inadequacy or obsolescence.

Enterprise Funds
This fund type is used to account for operations that are financed and operated in a manner similar to private sector enterprises and it is the intent of the City that the costs (including depreciation) of providing goods or services to the general public be financed or recovered primarily through user fees. The City accounts for the Sewer Operations as Enterprise Funds. (See Fund).

Expenditure
The outflow of funds paid or to be paid for an asset obtained or goods and services obtained regardless of when the expense is actually paid. This term applies to all funds. Note: An encumbrance is not an expenditure, but a commitment; an encumbrance reserves funds to be expended in future periods.

Expenditure Savings
Under the City's budgeting procedures, personnel cost projections are based on all positions being filled throughout the year. Cost projections for major supply purchases and service contracts are projected on a similar basis. However, past experience indicates that expenditures are consistently less than budgeted amounts, due at least in part to this costing
methodology. Accordingly, the expenditure savings category is used to account for this factor in preparing fund balance projections.

Fiscal Year
A designated twelve month period for budgeting and record keeping purposes. As a general law city July I to June 30 is specified as its fiscal year.

Fixed Assets
Assets of long-term nature such as land, buildings, roads, bridges, and related infrastructure,

machinery, furniture, and other equipment. The City has defined such assets as roads, bridges and related infrastructure with an expected life in excess of one year and an acquisition cost in excess of $5,000.

Function
A group of related programs crossing organizational (departmental) boundaries and aimed at accomplishing a broad goal or accomplishing a major service.

Fund
A fiscal and accounting entity with self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, for specific activities or government functions. The six fund types used by the City are: General Fund, Special Revenue, Debt Service, Capital Project, Enterprise, and Agency Funds.

Fund Balance
Also known as financial position, fund balance for the governmental fund types is the excess of fund assets over liabilities, and represents the cumulative effect of revenues and other financing sources over expenditures and other financing uses. For the enterprise funds, this term is used "net asset", a comparable (although not exact) financial position concept as fund balance (see Working Capital).

GAAP
Generally Acceptable Accounting Principles. Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Fund
The primary operating fund of the City, all revenues that are not allocated by law or contractual agreement to a specific fund are accounted for in the General Fund. With the exception of subvention or grant revenues restricted for specific uses, General Fund resources can be utilized for any legitimate governmental purpose (See Fund).

Goal
A statement of broad direction, purpose, or intent.

Line Item Budget
A budget that lists detailed expenditure categories (salary, materials and supplies, telephone service, travel, etc.) separately, along with the amount budgeted for each specified category. The City uses a line-item detail to maintain and record for financial reporting and control purposes.

Interfund Transfer
The movement of monies between funds of the same governmental entity.

Investment Revenue
Revenue received as interest from the investment of funds not immediately required to

meet cash disbursement obligations.

Materials and Supplies
Expendable materials and operating supplies necessary to conduct departmental operations.

Mission Statement
Provides policy guidance and direction for the highest priority objectives to be accomplished.

Modified Accrual Basis of Accounting
Basis of accounting used in conjunction with the current financial resources measurement focus. Revenues are recognized when they are available and measurable. Expenditures are recognized when goods and services are received.

Object of Expenditure
An expenditure classification, referring to the lowest and most detailed level of classification, such as electricity, office supplies, and contract services.

Operating Budget
The portion of the budget that pertains to daily operations providing basic governmental services. The program budgets in the financial plan form the operating budget.

Operations
A grouping of related programs within a functional area (See Function and Program).

Performance Measures (Objectives)
A statement of specific direction, purpose, or intent based on the needs of the community and the goals established for a specific program. Performance measures are clearly stated objectives that are measurable in quantitative terms.

Program
Group activities, operations or organizational units directed to attaining specific purposes or objectives.

Reserve
An account used to indicate that a portion of a fund's balance is legally restricted for a specific purpose or designated by Council and is, therefore, not available for general appropriation.

Reserve Draw Down
Refers to the amount of fund balance required as a revenue funding source to balance fund budgets where appropriations exceed current revenues. If current revenues exceed appropriations, the fund balance will increase and be referred to a reserve improvement.

Resolution
A special or temporary order of a legislative body: an order of a legislative body requiring less legal formality than an ordinance or statue.

BUDGET GLOSSARY

Resources (sources)
Total amounts available for appropriation including estimated revenues, borrowing proceeds, fund transfers, and beginning balances.

Special Revenue Funds
This fund type is used to account for the proceeds from specific revenues sources (other than trusts or capital funds) that are legally restricted to expenditures for specific purposes (See fund).

Subventions
Revenues collected by the State (or other level of government), which are allocated to the City on a formula basis. The major subventions received by the City from the State of California include motor vehicle in-lieu and gasoline taxes.

Working Capital
Also known as financial position in private sector accounting and in enterprise fund accounting in the public sector, working capital is the excess of current assets over current liabilities.

7.2

CITY COUNCIL AGENDA ITEM NO. 7.2

06/13/2024

SUBJECT: Consider Proposal from WestWater Research for professional services.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

CONSIDER A PROPOSAL FROM WESTWATER RESEARCH LLC. FOR WATER MARKET ADVISORY SERVICES FOR A MONTHLY RETAINER OF $6,500 PER MONTH PLUS INCENTIVE COMPENSATION.

BACKGROUND

The City staff has been in discussions with WestWater Research (WestWater) to market the water supply associated with its pre-1914 water rights associated with the Arroyo Ditch, which has a capacity of approximately 30 cubic feet per second and diverts water from two forks of the Consumnes River as well as other local streams. The City is seeking to market the water right to offset the cost of maintaining the ditch and create a supplemental source of revenue.

WestWater is projecting to do the work in two phases with Phase 1 consisting of market research and a review of the past analysis to develop a water market strategy for the subject Ditch water rights. The strategy will be informed by a financial analysis of options based on readily available information and will be reviewed by City staff prior to implementation. Marketing efforts will concentrate on local market buyers rather than the broader South-of-the-Delta (SOD) transfer market.

Phase 2 consists of active outreach on Phase 1 tasks upon engagement with the City. The strategic plan resulting from Phase 1 tasks will be presented to City staff and/or Council for approval. WestWater will only commence Phase 2 tasks after receiving a notice to proceed with Phase 2 from the City. Westwater will solicit offer letters, negotiate with parties, and draft and review transaction documents. The objective of Phase 2 will be to secure one or more water leases offer the Ditch water right.

FISCAL IMPACT

There is a monthly retainer of $6500 per month for the duration of the Term, prorated for partial months. The monthly retainer contains payment for the initial services except for success fees as otherwise provided in the agreement. All Supplemental Services will be provided on as as-needed, as-directed basis, according to the attached hourly rate schedule provided Appendix A of the proposal. The monthly retainer fees after commencement of phase 2 shall be credited/deducted against the Incentive Compensation.

RECOMMENDATION

Approval the proposal from WestWater Research and authorize the City Manager to sign the to sign an agreement in a form approved by the City Attorney.

ATTACHMENT(S)

Proposal/Letter of engagement

DRAFT FOR REVIEW

June 10, 2024

Margaret S. Roberts
City Manager
City of Plymouth
9426 Main Street, P.O. Box 429
Plymouth, CA 95669
(209) 245-6941 x257
MRoberts@cityofplymouth.org

RE: Engagement Letter for Professional Services

Dear Ms. Roberts,

I am pleased to submit for your consideration this proposed engagement agreement ("Agreement"), pursuant to which City of Plymouth ("Client") will engage WestWater Research, LLC ("WestWater") to provide water transaction advisory services to assist with marketing the Arroyo Ditch water right held by Client through one or more water leasing agreement(s). This letter confirms and outlines our engagement agreement to provide Client with WestWater's services. The terms of the engagement agreement include:

1. ***Scope of Services:*** WestWater will provide a professionally managed water transaction project to evaluate and pursue one or more water lease transactions for the Arroyo Ditch water right on behalf of the Client ("Initial Services"). A detailed description of the Initial Services to be provided is provided in the Proposal dated April 19, 2024 which is attached to and incorporated as part of this Agreement. All other services beyond the Initial Services will be provided on an as-needed, as-directed basis by Client ("Supplemental Services" together with Initial Services, "Services").

2. Monthly Retainer: Client shall pay to WestWater a non-refundable monthly retainer of $6,500 per month ("Monthly Retainer") for the duration of the Term (as defined in Paragraph 8), prorated for partial months at the beginning and end of the Term. The Monthly Retainer constitutes payment for the Initial Services, except for success fees as otherwise provided in this Agreement. All Supplemental Services will be provided on an as-needed, as-directed basis, according to the attached hourly rate schedule provided in Appendix A.

3. Success Fees: In addition to the Monthly Retainer, if any transaction opportunity presented to Client by WestWater during the Term is placed under contract during the Term or during a tailing period of 24 months after termination of this Agreement ("Completed Transaction Opportunity"), Client shall pay to WestWater a Success Fee equal to 5% of the gross financial consideration ("Consideration") to be received by Client to transfer (lease) the water supply provided under the transaction.

a. Accumulated Monthly Retainers paid to WestWater by Client, calculated from the date that Phase 2 water marketing activities commence (see Proposal) upon approval by the City to the date that the transaction is executed, shall be deducted from the Success Fee of a Completed Transaction Opportunity.

b. Consideration may include, but is not limited to, payments in cash; stock; warrants; options; fees; notes; assumed liabilities; earn-outs; alliances; and all other things of value exchanged or to be exchanged as part of the transaction.

c. The Success Fee for a water transaction shall be paid to WestWater within 15 days following the execution of the water lease agreement or other form of contract executing the transaction.

d. If a transaction includes multiple payment installments over multiple years, then Consideration shall be calculated as the present value of all such future installments. The present value calculation shall use a five percent (5%) discount rate.

e. If Client completes a water transaction with an option to lease water, the Success Fee shall be based on 5% of the option premium paid to secure the option, plus 5% of the present value of future Consideration paid to Client for water leasing assuming that the option is exercised in 50% of future years during the term of the transaction unless the transaction terms specify a reduced frequency of the option being exercised, in which case this reduced frequency shall be used to calculate the Consideration and Success Fee.

f. Example Success Fee calculations are presented in Appendix B.

4. Project Related Expenses: In addition to the professional fees stated in paragraph 2 above, Client shall pay all project-related expenses based on WestWater's standard rate schedule presented in Appendix A. Any expenditure over $1,000 must be pre-approved in writing by Client. Client shall pay any such pre-approved and any other costs listed on invoices within the stated invoice terms. Presentation of receipts and other appropriate supporting documents can be provided on request.

5. Invoices: WestWater will submit invoices to Client stating all payments due, including Monthly Retainer, Success Fees, and Project Related Expenses. Payment shall be considered timely if made by Client within thirty (30) days after receipt of the invoice. Payments not made within forty-five (45) days of the billing date shall bear interest at the rate of 1% per month.

7. Third Party Fees: The compensation outlined in the above paragraphs does not include any expenses associated with legal, engineering, or technical analysis that may be required by a third party to complete valuation analysis requested by Client. WestWater will consult with Client before engaging a third-party subcontractor for services and obtain written agreement from Client for the engagement of the third-party subcontractor. All expenses for third-party subcontractors engaged by WestWater will be billed with a 15% administrative management fee.

8. Term of Services: The term of this Agreement will be for 18 months beginning on the date Client signs this Agreement. Notwithstanding the preceding, either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. Upon such termination, Client shall pay WestWater for all Services, project-related expenses and approved third-party fees incurred by WestWater prior to the termination.

9. Work Product: WestWater reserves all right, title and interest in and to (a) the Services; (b) the Waterlitix database; and (c) all data and information that is collected, processed, calculated, derived, stored by, transmitted to, or generated by WestWater, WestWater's representatives, or WestWater's Waterlitix database in providing the Services, including all intellectual property rights in each of the foregoing (collectively, "WWR IP"). WestWater hereby grants to Client a worldwide, perpetual, irrevocable, royalty-free, non-transferrable, non-sublicensable right and license to access, use, copy and display all reports and materials authored, developed, or reduced to practice by or on behalf of WestWater specifically and exclusively for Client in providing the Services (excluding all WWR IP, the "Work Product") for any internal business purpose of Client. Notwithstanding the foregoing, WestWater does not convey, and nothing in this

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Agreement shall be construed to convey, by implication or otherwise, any ownership or rights with respect to any property or assets of WestWater, including all WWR IP. All rights not explicitly granted to Client are hereby reserved by WestWater.

10. Confidentiality: WestWater will treat all non-public, confidential, and proprietary information ("Client Confidential Information") received from Client as confidential and will not disclose the Client Confidential Information to any third party unless expressly consented to by Client or as required by law. Upon expiration or earlier termination of this Agreement, WestWater will, upon Client's written request (including by email), destroy or return to Client, at WestWater's election, Client Confidential Information.

11. No Conflict of Interest: WestWater warrants that, to the best of WestWater's knowledge, the performance of its obligations under this Agreement will not conflict with any duty or obligation WestWater owes to any third party and that, during the Term, WestWater will not accept work, enter into a contract, or accept an obligation that is inconsistent or incompatible with WestWater's obligations to Client under this Agreement.

12. Miscellaneous:

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

a. All notices or other communication required or permitted under this Agreement shall be in writing and (a) delivered personally, (b) mailed by registered or certified mail or sent by nationally recognized express courier, or (c) by email with request of delivery and read receipt. Notices shall be addressed to the following addresses or any other address that a party provides by notice:

To WestWater Research:	To Client:
Brett Bovee, President	Margaret S. Roberts, City Manager
3858 N Garden Center Way Suite 205 Boise, ID 83703	9426 Main Street P.O. Box 429 Plymouth, CA 95669
bovee@waterexchange.com	MRoberts@cityofplymouth.org

b. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties and their successors and assigns any rights or remedies under or by reason of this Agreement.

c. The relationship created by this Agreement shall be that of an independent contractor, and WestWater shall have no authority to bind or act as an agent of Client for any purpose.

d. This Agreement, including the Appendices to this Agreement, contains the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, and arrangements. There are no restrictions, representations, warranties, covenants, obligations, or undertakings of the parties except those expressly set forth in this Agreement.

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e. If any provision of this Agreement shall be held by any court to be unenforceable for any reason, such unenforceability shall have no effect upon or impair the enforceability of any other provision. If the unenforceability of such provision is because of the breadth of its scope, its duration, or the geographical area covered thereby, then the parties shall jointly request the court to reduce the extent, duration, or area of such provision so that, in its reduced form, it shall be enforceable.

f. This Agreement shall be governed by and construed and enforced by the laws of Delaware without reference to the conflict of laws or principles of such laws.

Your satisfaction is important to WestWater. Our objective is to meet and exceed your expectations for professional services, quality, and responsiveness. We look forward to working with you.

Sincerely,

Chris Smith

Chief Operating Officer

Main Telephone Number: (208) 433-0255

Acceptance of Engagement Agreement for Professional Services

The preceding terms and conditions are hereby accepted by Client.

Dated: _____

Signature: _____

Printed Name: _____

Title: _____

Client Name: _____

Main Telephone Number: _____

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Appendix A

2024 Professional Rates & Services

Personnel	Hourly Rate
Chief Executive Officer	$500
Regional Directors, Principals, Chief Operating Officer	$325 - $425
Senior Associates	$225 - $325
Associates & Subject Area Directors	$175 - $225
Analysts, GIS Analysts, & Data Management	$125 - $175
Administrative and Support Staff	$120
Expert witness rates are billed at $500 per hour for deposition and trial days with a minimum of 8 hours per day billing.	
Rates increase 5-10% annually, effective on the first day of each calendar year.	

2024 Project Related Expenses

Expense	Description
Airfare	Actual expense based on an economy class ticket for the most direct route and economical carrier based on availability with target minimum five (5) day advance purchase.
Hotels	Actual rates based on the standard single room.
Rental Car	Actual rates based on a standard, midsize car.
Mileage	Sixty-seven cents ($0.67) per mile.
Data	Actual cost plus a 15% administrative fee.
Reproduction	Actual costs.
Other Expenses	Other standard and customary expenses such as business-related phone calls, postage and delivery charges, or incidentals will be fully reimbursed at cost.
Subcontractor Fee	Administrative management fee of 15% on subcontractor work managed by WestWater.

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Appendix B

Success Fee Calculation Examples

Example 1 –Single-Year Water Lease

Assume Client completes a one-year water lease for 1,000 acre-feet (AF) at a unit price of $500/AF, for a total Consideration of $500,000. Cumulative Monthly Fee payments at the time Client executes the lease agreement are $19,500. The project has spanned 6 months from the start of the engagement. Phase 1 activities took place over 3 months and Phase 2 activities started in month 4 and continued through the lease execution in month 6. Only the Monthly Retainer Fees for the 3 months since Phase 2 commenced are credited to the Success Fee.

The Success Fee would be based on 5% of the $500,000 (which is $25,000) minus Cumulative Monthly Fee payments for 3 months of $19,500. Therefore, the calculation for the Success Fee is:

$25,000 - $19,500 = $5,500.

This calculation results in a **Success Fee of $5,500**.

Example 2 – Multi-Year Water Lease

Assume Client completes a water lease with a multi-year term wherein Client will lease water equal to 1,000 acre-feet per year (AFY) for 10 years. The unit price is $500/AF and the unit price escalates annually at 3% under the lease contract. Cumulative Monthly Fee payments at the time of lease execution are $39,000. The project has spanned 9 months from the start of the engagement. Phase 1 activities took place over 3 months and Phase 2 activities started in month 4 and continued through the lease execution in month 9. Only the Monthly Retainer Fees for the 6 months since Phase 2 commenced are credited to the Success Fee.

Multiplying the transfer volume of 1,000 AF by the unit price of $500/AF results in an initial annual payment of $500,000. This annual payment will escalate by 3% each year based on the unit price escalator. By applying a 5% discount rate, the net present value of the Consideration is $4,592,488. The table below shows the calculation of the present value of the Consideration using a 5% discount rate.

The Success Fee would be based on 5% of the present value of the Consideration (which is $229,624), minus Cumulative Monthly Retainer payments equal to $39,000. Therefore, the calculation for the Success Fee is:

$229,624 - $39,000 = $190,624.

This calculation results in a **Success Fee of $190,624**.

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Table of Present Value Calculations of Consideration for Example #2

Year	Unit Price ($/AF)	Volume (AF)	Total Annual Payment ($ Nominal)	Discount Factor	Present Value
1	$500.00	1,000	$500,000	1.000	$500,000
2	$515.00	1,000	$515,000	0.952	$490,476
3	$530.45	1,000	$530,450	0.907	$481,134
4	$546.36	1,000	$546,364	0.864	$471,969
5	$562.75	1,000	$562,754	0.823	$462,979
6	$579.64	1,000	$579,637	0.784	$454,161
7	$597.03	1,000	$597,026	0.746	$445,510
8	$614.94	1,000	$614,937	0.711	$437,024
9	$633.39	1,000	$633,385	0.677	$428,700
10	$652.39	1,000	$652,387	0.645	$420,534
TOTAL					**$4,592,488**

Example 3 – Multi-Year Water Option Lease

Assume Client completes a Water Option agreement with a multi-year term wherein Client will lease up to 1,000 AFY to a lessee for 10 years. Client is obligated to lease water if called for by the lessee. The lessee pays the Client an annual Reservation Fee equal to $50/AF to hold the option to call the water. For any water called upon by the lessee, the Client is paid a water lease price of $500/AF. The annual Reservation Fee is credited to the cost of any water purchased in a given year, but the Reservation Fee credit does not roll over or accrue for use subsequent years. The Reservation Fee and unit price escalates annually at 3%.

Cumulative Monthly Fee payments at the time of execution of the lease option agreement are $39,000. The project has spanned 9 months from the start of the engagement. Phase 1 activities took place over 3 months and Phase 2 activities started in month 4 and continued through the lease execution in month 9. Only the Monthly Retainer Fees for the 6 months since Phase 2 commenced are credited to the Success Fee.

The Consideration that is used to calculate a Success Fee is based upon a combination of the option payments and the water lease payments:

- Option payments (Reservation Fees) are equal to $50/AF multiplied by the 1,000 AF of annual water reserved each year and available to the lessee. This price escalates 3% per year over the 10-year term.
- Water lease payments are calculated assuming that the lessee calls for the full volume of the water lease in 50% of the year over the term of the option agreement. Each year that the water lease is exercised, the unit price is $500/AF and escalates at 3% per year. Plus the option payment in the year of the water lease is credited against the water lease payment in that year.

By applying a 5% discount rate, the net present value of the Consideration is $2,505,997. The table below shows the calculation of the present value of the Consideration.

The Success Fee would be based on 5% of the net present value of the Consideration (which is $125,230), minus Cumulative Monthly Retainer payments equal to $39,000. Therefore, the calculation for the Success Fee is:

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$125,230 - $39,000 = $86,230.

This calculation results in a **Success Fee of $86,230.**

Table of Present Value Calculations of Consideration for Example #3

Year	Reservation Fee ($/AF)	Annual Option Payment	Unit Price ($/AF)	Water Lease Volume	Water Lease Payment	Total Annual Payment ($ Nominal)	Discount Factor	Present Value
1	$50	$50,000	$500.00	0	$0	$50,000	1.000	$50,000
2	$51.50	$51,500	$515.00	1,000	$463,500	$515,000	0.952	$490,476
3	$53.05	$53,045	$530.45	0	$0	$53,045	0.907	$48,113
4	$54.64	$54,636	$546.36	1,000	$491,727	$546,364	0.864	$471,969
5	$56.28	$56,275	$562.75	0	$0	$56,275	0.823	$46,298
6	$57.96	$57,964	$579.64	1,000	$521,673	$579,637	0.784	$454,161
7	$59.70	$59,703	$597.03	0	$0	$59,703	0.746	$44,551
8	$61.49	$61,494	$614.94	1,000	$553,443	$614,937	0.711	$437,024
9	$63.34	$63,339	$633.39	0	$0	$63,339	0.677	$42,870
10	$65.24	$65,239	$652.39	1,000	$587,148	$652,387	0.645	$420,534
TOTAL								**$2,505,997**

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Proposal

To:	City of Plymouth
From:	WestWater Research
Date:	June 10, 2024
Re:	**Proposal for Water Market Transaction Advisory Services**

Background and Purpose

The City of Plymouth has requested a proposal to market the water supply associated with its pre-1914 water right associated with the historic Arroyo Ditch (Ditch), which has a capacity of approximately 30 cubic feet per second (cfs) and diverts water from two forks of the Cosumnes River as well as other local streams. Plymouth is seeking to market the water right to offset the cost of maintaining the Ditch and create a supplemental source of revenue.

WestWater Research, LLC (WestWater) previously provided an initial assessment of the marketing opportunities and limitations for the Ditch water right. The report, delivered in September 2022, evaluated the various historical, regulatory, quantification, and other considerations that could impact the ability of Plymouth to market its water supplies and recommended next steps for the City's consideration. Key findings and recommendations from the 2022 report are provided in **Appendix A** to this proposal. This proposal builds off of this initial work and will assist the City in generating revenue through one or more water lease transactions of the Ditch water rights.

Proposed Scope of Services

The objective of this project is to identify strategies that Plymouth could employ to market the Ditch water rights and to execute those strategies to secure one or more water lease transaction agreements for use of the Ditch water right. This project scope is divided into two phases:

- **Phase 1** consists of additional market research and a review of past analyses to develop a water marketing strategy for the subject Ditch water rights. Phase 1 activities correspond with Recommendations 1 through 5 from the prior 2022 report summarized in **Appendix A**. The strategy will be informed by a financial analysis of options based on readily available information and will be reviewed and approved by City staff prior to implementation. Marketing efforts will concentrate on local market buyers rather than the broader South-of-the-Delta (SOD) transfer market. This allows the City to actively market the right and establish a record of diversions prior to enacting a conservation plan for the Ditch that would create more volume for transfer in future years. Should the City choose to enact a ditch conservation plan in the short-term, WestWater can assist in developing the plan and anticipated expenses as an amendment to this scope.
- **Phase 2** consists of active outreach and engagement with prospective buyers based on the approved marketing strategy. The Phase 2 activities correspond with Recommendations 6 through 9 from the prior 2022 report summarized in **Appendix A**. During Phase 2, WestWater will solicit offer letters, negotiate with parties, and draft and review transaction documents. The objective of Phase 2 will be to secure one or more water leases for the Ditch water right.

WestWater will commence work on Phase 1 tasks upon engagement with the City. The strategic plan resulting from Phase 1 tasks will be presented to City staff and/or council for approval. WestWater will only commence Phase 2 tasks after receiving a notice to proceed with Phase 2 from the City.

Phase 1: Water Marketing Strategy

Task 1.1: Refresh list of recommendations

WestWater will collect and analyze any additional historic diversion information available. This information will inform the development of a conservation plan that estimates the quantity of water available for transfer. The other recommendations may also be revised under separate tasks. In particular, WestWater will seek legal opinions on the transferability of the Ditch water right and will communicate with the City if a water rights attorney should be engaged to provide assistance.

Task 1.2: Research regulatory transfer process

The 2022 report outlined regulatory factors to complete a single-year or multi-year transfer of the water rights within the historic POU, the downstream Consumnes River watershed, or to buyers South-of-the-Delta (SOD). This task would update the regulatory findings of the original report and provide more information about the CEQA review process for transfers of pre-1914 water rights to various off-taker locations. The regulatory timeline and cost of each marketing option will be factored into the financial analysis of scenarios under Task 1.3.

Task 1.3: Financial analysis of marketing scenarios

This task would provide a perspective on potential prices of the water asset under lease agreements. Estimated pricing and valuation will utilize WestWater's proprietary database of water rights market information, *Waterlitix*. Pricing perspective will be informed by available pricing for transactions of similar assets (i.e., pre-1914 rights) to the potential buyer market regions (i.e., historic POU, Consumnes River, SOD). A discounted cash flow model will be developed to estimate the potential revenue and expenses of the water rights transfer under different lease scenarios. Modeled expenses will include the total projects costs to reduce seepage losses in the Ditch as an option, and the regulatory costs associated with each type of water lease. These scenarios are not limited to but may include the volume available for transfer now and available after canal losses are minimized, the potential buyers and other factors. This financial analysis will help inform the development of a marketing strategy.

Task 1.4: Develop marketing strategy

Based on the results of the preceding tasks, WestWater will develop a water marketing strategy and set of recommendations for marketing the Ditch water right. The marketing strategy will define:

- Outreach targets, based on revenue potential, past transaction activity, location, and anticipated receptiveness.
- Outreach schedule, including interim check-in meetings to discuss status and next steps
- Communication protocols such as disclosure of the City as the seller.
- Preliminary offer terms based on Phase 1 market research.

The marketing strategy will be documented in the form of a PowerPoint slide-deck report for presentation to City Council and for review by City staff.

Task 1.5: Meetings with City Council and staff

This task provides time for WestWater to meet with City staff during the Phase 1 tasks. Specific in-person meetings are anticipated to include the following:

- Kickoff-meeting with City staff within 2 weeks of execution of the engagement
- Interim check in meeting as financial analysis is completed and preliminary strategy recommendations are being developed
- Presentation of the marketing strategy to City Council

Additional video calls with City staff will be scheduled as needed during the Phase 1 research and strategy development.

Phase 2: Water Transaction Advisory

Task 2.1: Solicitation of offer letters

WestWater will develop marketing outreach materials (handouts, information packets) for communicating the potential Ditch water right lease to prospective buyers. WestWater will contact a select set of potential parties identified during Phase 1 to determine interest in a lease of the subject Ditch water right from the City. WestWater will answer initial questions to help inform offer letters from interested parties and will solicit offer letters. It is anticipated that several rounds of outreach and offer solicitation may be required to generate sufficient interest and perspective to inform the City's position.

Task 2.2: Offer evaluation and deal negotiation

WestWater will evaluate offer letters and expressions of interest in the Ditch water right. This evaluation will provide a comparison of terms (pricing, regulatory approvals, buyer type, etc.) for consideration by City staff. Once one or more offers are accepted for further negotiation, WestWater will lead deal negotiation with the interested parties. Negotiation of deal terms may include transaction timelines, pricing, conditions on the lease, volume quantification, and other factors. WestWater will work to secure approved lease terms acceptable to the City.

Task 2.3: Transaction execution

Once the deal terms have been finalized, WestWater will support City staff and legal counsel in documenting the transaction. This will include support and review of a formal water lease agreement and any associated documents to gain regulatory approval of the water transfer. WestWater will support the City through the transaction process leading to a final executed water lease agreement.

Task 2.4: Reporting & Meetings

WestWater will plan to provide monthly status reports and check-in calls with City staff. Once an offer is accepted and recommended for further negotiation and execution, WestWater will plan to attend a City Council executive session to discuss deal terms. WestWater will also plan to attend a City Council meeting for final approval of the water lease agreement.

Deliverables

The Phase 1 work will result in a slide-deck report deliverable that summarizes the recommended water marketing strategy for the Ditch water right. Phase 2 work will entail multiple interim deliverables such as offer comparisons and draft terms sheets.

Project Work Schedule

The Phase 1 tasks are estimated to require approximately 12 weeks (3 months) to complete resulting in a water marketing strategy for the Ditch water right. A specific timeline will be developed as part of the Phase 1 work for marketing the subject water right, but Phase 2 water marketing work is expected to require approximately 6 to 8 months to complete, depending on buyer interest and market conditions. This is broadly in line with other marketing efforts WestWater has consulted on in the past.

Fee Structure

The proposed fee structure includes two components: (1) a monthly retainer and (2) incentive compensation for completed water transactions that WestWater originates. These components are described below:

1. **Monthly Retainer**: The City shall pay WestWater a retainer fee of $6,500 per month for services outlined in this scope of work and while the water marketing project is active. The City may terminate the agreement at any time. The City shall reimburse WestWater for its reasonable out-of-pocket expenses incurred with the development of transaction opportunities.

2. **Incentive Compensation**: If a transaction opportunity presented to the City by WestWater during the term of this agreement is placed under contract during the term of the agreement, or during a tailing period of 24-months from termination of the agreement, the City shall pay Incentive Compensation to WestWater upon financial closing of the transaction. Incentive Compensation shall be calculated as 5% of the Consideration received by the City for the full term of any lease agreement. Consideration may include but is not limited to payments in cash, warrants, options, fees, notes, assumed liabilities, earn-outs, alliances, and all other things of value exchanged or to be exchanged as part of the transaction.

The accumulated Monthly Retainer fees paid to WestWater by the City, calculated from the date that Phase 2 water marketing activities commence upon approval by the City to the closing date of a transaction consummated by the City, shall be deducted from the Incentive Compensation payable by the City to WestWater. If more than one transaction occurs, then any Monthly Retainer fees not applied as a credit to the Incentive Compensation fee for the first transaction shall be carried forward and applied as a credit to the second transaction, and this process shall be repeated for all subsequent water transactions.

The Phase 1 tasks will be completed within this fee structure. The Phase 1 tasks will utilize the first 3 months of the monthly retainer payments before marketing outreach is initiated. Phase 2 tasks will then commence once Phase 1 tasks are completed and only upon approval by the City to commence with Phase 2 tasks.

Appendix A: 2022 Report Findings & Recommendations

Key Findings

Below is a summary of the key findings from WestWater's preliminary assessment of the Water Right and its marketability.

- **Priority Date**: Documentation available to WestWater generally supports Plymouth's claimed priority date of 1855. Historical records indicate initial work to construct the Arroyo Ditch began in 1851.
- **Purpose of Use**: The Water Right has historically supported a range of beneficial uses, including mining, industrial, agricultural, municipal, and domestic supply.
- **Place of Use**: The historical place of use is considered to be the City of Plymouth and surrounding agricultural lands, which are primarily downstream of the Arroyo Ditch's intersection with the City.
- **Diversion Claim**: Historical documentation supports a claimed year-round diversion of up to 30 cfs, which is equal to approximately 21,719 acre-feet (AF) per year assuming continuous maximum diversions.
- **Physical Availability**: Based on monthly flow records measured at Michigan Bar, average flows in the Cosumnes River appear to fully meet Plymouth's claimed diversion right of up to 30 cfs in the majority of months, except for between August and October. However, this monitoring site is downstream of the City's points of diversion and, therefore, actual conditions experienced by Plymouth will be different. The water supply potentially available to buyers will differ based on their location and intended point of diversion.
- **Historical Use**: The Water Right appears to have been put to beneficial use continuously since its initial claim, although diversion records in recent history indicate that the City has exercised less than its maximum claimed diversion of 30 cfs. Limited historical diversion data was available to WestWater prior to 2007. Total diversions have ranged from 0 to 7,394 AF since 2007, with substantial reductions in diverted volumes beginning in 2013 due to drought conditions and thereafter limited due to natural disasters (i.e. Sand Fire in 2014 and winter floods in 2017) which have substantially impacted the Ditch's functionality. Maximum recorded diversions in recent history occurred in 2009, with conveyance losses calculated to be 82% and the remaining 1,331 AF put to beneficial use. Plymouth is actively working with engineering consultants to complete ditch repairs to those reaches of the Arroyo Ditch damaged by the fire and floods.
- **Competing Claims**: An initial analysis identified 39 riparian claims and three pre-1914 claims on the Cosumnes River that may be senior to Plymouth's Water Right.
- **Forfeiture**: Absent some competing successful claims by others, Plymouth is likely able to divert or otherwise transfer water that is physically available under its Water Right. However, the limited exercise of Plymouth's Water Right in recent years could present potential issues related to such activities that should be further evaluated.
- **Regulatory Considerations**: No fatal flaws appear to conclusively prohibit the transfer of Plymouth's water supplies. Five primary constraints that may limit the scope of some or all types of transfers include:
  - Ensuring no harm to other legal users of water pursuant to California Water Code § 1706;
  - Compliance with the California Environmental Quality Act;
  - Ensuring consistency with the Delta Plan (for multi-year south-of-Delta transfers);
    - Demonstrating extraordinary conservation (for south-of-Delta transfers); and

  - Limiting transfers only to water that would have been used between July 1 through November 30 during the Delta export window (for south-of-Delta transfers).
- **Market Opportunities**: Three groups of potential buyers were identified:
  - Buyers within the Historical POU – The most likely local buyers would be agricultural entities downstream of the Ditch's intersection with the City limits, although irrigated agricultural production in this area is currently limited. Local buyers would present an immediate opportunity to expand the exercise of Plymouth's Water Right and may also seek to support its general maintenance.
  - Buyers on the Cosumnes River – Environmental demand in support of instream flows and groundwater recharge demand in support agricultural production may be present downstream along the mainstem of the Cosumnes River, and prospective buyers have previously evaluated opportunities from Plymouth. Potential buyers include Omochumne-Hartnell Water District (Omochumne) and the Cosumnes River Preserve (CRP).
  - Buyers South of the Delta - Demonstrated demand exists among South-of-Delta (SOD) buyers. These entities regularly purchase transfer supplies from North-of-Delta (NOD) sellers which are then conveyed to the buyers through the State Water Project (SWP) or Central Valley Project (CVP). Average prices paid by SOD buyers to NOD sellers have ranged from $170/AF to $670/AF since 2010. Development of a conservation project (e.g. canal lining) is likely the only method by which entities regulating transfers through the SWP and CVP would approve a transfer of Plymouth's supplies to SOD buyers.

Recommendations

Based on our preliminary assessment, WestWater recommends that Plymouth undertake the following activities to support future water marketing efforts:

Activities that entail internal City strategic planning and marketing evaluation:

1. **Collect Additional Historical Diversion Information:** Review the City's records to assemble diversion and use data for the period between 1989 and 2006 and coordinate with Amador County to assemble diversion and use data prior to 1989 (i.e. prior to Plymouth's acquisition) to further document the extent of the Water Right's historical use.
2. **Analyze Competing Senior Water Rights Claims:** Analyze the claims and diversions of other senior riparian and pre-1914 water rights holders to develop a clearer understanding of downstream seasonal demands and these demands' impacts on prospective transfers to downstream or SOD buyers.
3. **Develop a Legal Opinion**: Consult a water rights attorney to develop a more current legal opinion of the Water Right that can be used for future planning, defense of the water right, including strategies for ensuring claims against forfeiture, and potential negotiations.
4. **Expand Diversions and Monitoring as soon as Feasible:** Following consultation with Legal Counsel, expand diversions into the Arroyo Ditch as soon as feasible. Diversions should be monitored and the beneficial use to which the water is being supplied should be fully documented. Plymouth should ensure that information in its annual statements of diversion and use reported to SWRCB are consistent with the records maintained by the City.
5. **Assess Local Buyer Demand**: Contact agricultural landowners in the Shenandoah Valley and the Willow Springs Water District, as well as downstream representatives of Omochumne and CRP to develop a firmer assessment of water supply demands from local buyers.

Activities that entail outreach and external communication to market the Ditch water right:

6. **Initiate Dedicated Marketing to Local Buyers:** Solicit Letters of Intent (LOIs) from willing buyers identified during the local demand assessment process that describe volumes, durations, prices, obligations, and other terms for delivery of water diverted under Plymouth's Water Right. Efforts will be focused on and preference will be given to long-term (multi-year) leases with interested parties.
7. **Complete Definitive Agreements and Coordinate Deliveries with Ditch Rehabilitation**: For favorable LOIs, Plymouth should enter into dedicated negotiations and complete water supply agreements that are contingent upon successful rehabilitation of the Arroyo Ditch, pursuant to ongoing FEMA-funded rehabilitation efforts. Water deliveries should begin as soon as is feasible following successful rehabilitation of the Ditch.
8. **Develop a Ditch Conservation Project Plan:** To enable transfers to SOD buyers, Plymouth should develop a conservation project plan for the Arroyo Ditch which would reduce seepage losses and make the saved water available for transfer. The plan should identify total project costs, timeline, and estimated volume of conserved supplies.
9. **Future Outreach to Potential SOD Buyers:** In the future, following several years of expanded diversions and completion of the conservation project plan, Plymouth may seek to expand the pool of potential market opportunity beyond local buyers by initiating outreach efforts to prospective SOD buyers who may seek to partner in funding the conservation project in exchange for transfer water under multi-year, long-term contract.

7.3

CITY COUNCIL AGENDA ITEM NO. 7.3
06/13/2024

SUBJECT: Law Enforcement Services Contract Request for Statement of Qualifications/Proposals Process

DEPARTMENT: Sheriff Contract Ad Hoc Committee

STAFF: Margaret Roberts, City Manager
Michael McLaughlin, Vice Mayor, Ad Hoc Committee
Doug Sim, Council Member, Ad Hoc Committee

TITLE

RECEIVE A REPORT FROM THE SHERIFF'S CONTRACT AD HOC COMMITTEE AND AUTHORIZE THE CITY TO PROCEED WITH A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR LAW ENFORCEMENT SERVICES.

BACKGROUND

The City of Plymouth, California, is a general law city incorporated on February 8, 1917. As a general law city, Plymouth is required to have a City Council of at least five members, a City Clerk, a City Treasurer, a Fire Chief, and a Chief of Police (CA GOV Code §36501). The City of Plymouth maintained a law enforcement agency (in the form of a Town Marshal and then a small Municipal Police Department) until 1985 when it was forced to shutter the department due to a lack of insurance.

The elimination of the Plymouth Police Department resulted in the City contracting with the Amador County Sheriff's Office for varying levels of police services from 1985 to the present.

Many smaller cities in California have historically contracted with Counties for various services. In Los Angeles County, for example, it is estimated that by 1950, the County was providing 400 services to the 45 cities in the County via contract. Plymouth's arrangement with the Amador County Sheriff's Office is by no means unique. For a nearby, non-Amador County example, the City of Rancho Cordova has, since its incorporation, contracted with the Sacramento County Sheriff's Office for police services.

The City of Plymouth utilized general fund allocations to provide police services until November 1, 2000, when an increase in the minimum allocation from the State for supplemental law enforcement services, colloquially known as the Citizen's Option for

Public Safety or COPS Grant, resulted in the City receiving $100,000 for supplemental law enforcement services. At that time, the City supplemented its general fund allocation of $72,275.76 with the $100,000 in COPS funds to provide enhanced services to the City including two full-time deputy sheriffs dedicated solely to the City of Plymouth, along with detective and other support services, routine patrols, and response to calls for service when those two deputies were not on duty.

In April of 2005, the City of Plymouth entered into a new contract with the Sheriff, eliminating all general fund allocations for law enforcement. In this contract, the City committed only its $100,000 in State COPS funds for law enforcement. Under the 2005 agreement, the County agreed to provide services at the cost of nine-tenths of one full-time deputy. This contract was set to auto-renew every five years.

The Sheriff has continued to accept the $100,000 per year of COPS funds from the City to provide law enforcement services, but as costs have risen for the Sheriff, the level of service provided to Plymouth has comparably declined. In 2021, the Sheriff reported to the City Council that the level of services had been reduced to one-half of one full-time deputy. Current services are limited to response to calls for service and occasional passing patrols. No dedicated deputy, or portion thereof, has been assigned to Plymouth for at least a decade.

As operating costs for police protection and dispatch services have increased significantly in the nearly two decades that have passed since the last contract, the Sheriff has indicated that the $100,000 per year is insufficient to sustain even the minimal level of service that is currently provided to the City.

The Ad Hoc Committee was charged with advising the City on what level of law enforcement service it would like to provide, and more importantly, what services it can afford. It was also charged with exploring any available alternatives that may exist to contracting with the County.

On April 3, 2024, the City received a letter from the Sheriff that provided the one-year notice of contract termination as stipulated in this agreement. The purpose of this letter was not to waive their interest in serving the residents and visitors of Plymouth, but rather a formal notice that the terms of the contract need to be updated in order for the Sheriff's Office to provide services in the future.

METHODOLOGY

The City of Plymouth City Council created an ad hoc committee consisting of the Vice Mayor and one City Council Member. The committee has sought some input from two

residents of Plymouth who have had distinguishable careers in law enforcement. The City Manager also actively supports the committee at the staff level. The committee's scope is to research how the City arrived at this juncture, and what viable avenues are available to provide vital police protection to the Citizens of Plymouth now and into the future.

The Ad Hoc Committee consists of Vice Mayor Mike McLaughlin and Councilmember Doug Sim.

The committee began by compiling information on the history of policing in Plymouth. As much of the City's records archive was destroyed in a flood years ago, this task required combing through newspaper archives, interviews with residents and current and former officials, record and data requests to different County departments and State agencies, and legal research with analysis by the City Attorney.

An exhaustive analysis of the City's finances and projected revenues was performed.

Options for alternatives were explored through discussions with other potential service providers.

Public meetings have been held to identify the community's law enforcement concerns, wants and needs.

The Committee and staff are prepared to initiate the request for qualifications/ proposals process for law enforcement services in Plymouth.

HISTORY OF POLICING IN PLYMOUTH

Plymouth has likely provided law enforcement services to its residents, in one form or another, since its formation as a town in 1871. In early Amador County, most towns had an elected or appointed resident marshal who performed law enforcement functions locally and supplemented the services provided by the County Sheriff. Dating back to 1932, documentation exists that referred to Plymouth having a Marshal or Chief of Police. Over time, policing in Plymouth evolved into a two-person police department (with a handful of reserve officers - primarily used to provide law enforcement at the County Fair or the Hangtown Motocross Rally) that provided services until the police department was disbanded in 1985. Since 1985, the Amador County Sheriff has provided various levels of law enforcement services to the City.

Town and city marshals were primary providers of law enforcement and crime prevention in early California, dating back to the early 1850s. Amador County

newspaper archives dating back to 1932 mention Pete Laverone as the Chief of Police and/or the City Marshal.

At some point in the early 20th Century, it appears as though the Marshal was transitioning into being referred to as the Chief of Police. A June 30, 1932 article in the Amador Ledger newspaper mentions Chief of Police (or Marshal) Laverone being injured in an agricultural burn.

By 1966, Plymouth had a dedicated one-man police department. According to an article in the June 2, 1966 edition of the Amador Dispatch newspaper, the City was experiencing financial issues and was exploring reducing the full-time position to a part-time position, possibly using, "a retired or partially disabled officer to take over the department."

The Plymouth Police Department operated as primarily either a one or two-person police department through the early 1980s, employing various chiefs and officers, having a motorcycle for traffic enforcement, and even a police dog (a German Shepherd named Misty) in the early 1980s.

The Plymouth Police Department also was an innovator in Amador County. It had a grant-funded youth services program with a dedicated officer and a 20-youth-strong Police Explorer program, its juvenile diversion program, and was the first law enforcement agency in Amador County to hire a female police officer, Judy Anderson, in March of 1979.

By the mid-1980s, the financial reality of operating a police department sealed the fate of Plymouth PD. In 1985, the Hartford Insurance Agency unexpectedly raised the City's insurance premium to a cost that they could not afford. As a result, the Chief of Police quit, and the Police Department shut down for good.

Following the closing of the Plymouth Police Department in 1985, the City has continuously contracted with the Amador County Sheriff's Office for various levels of law enforcement services.

From the mid-1980s until 1993, the City contracted for up to five hours of patrol time per day. These hours included typical law enforcement services including preventative patrol, traffic enforcement, response to calls for service, report writing, logging evidence, and booking arrestees in the Amador County Jail.

In his 1992 campaign for Sheriff of Amador County, the late Ken Blake made a campaign promise to provide a full-time deputy sheriff dedicated to the north portion of the County, including Plymouth and Amador City. Blake was elected, and holding

to his promise, assigned Deputy Noel Dunne as the first "Cities Deputy" in 1993. Following Dunn, Deputy John D'Agostini (later the elected Sheriff of El Dorado County) and then Deputy Mike Sullivan were appointed to the position as their predecessors promoted or changed assignments. The Cities Deputy provided patrol services on their workdays, concentrating on community policing and problem solving. The Cities Deputy also acted as the liaison or "Chief of Police" for the city, being the primary point of contact and attending City Council meetings to update the Council and City Staff on law enforcement activities and issues within the City. In addition to the services of the Cities Deputy, the City of Plymouth received a minimum of five hours of patrol services a day plus response to calls for service. Deputies filled out a log sheet for all time spent in Plymouth, and hours were reported to the Council monthly.

As a result of the flood that destroyed the City's records archive, and the County's records retention policies, the Committee was only able to locate contracts dating back to the 1997/1998 Fiscal Year.

In the 1997/1998 contract, the Sheriff agreed to provide five hours of law enforcement services per 24-hour period, including radar speed enforcement, investigating vehicular accidents, enforcing city ordinances with criminal sanctions including business licensing, and detecting and investigating misdemeanors and felonies. The contract expressly excluded animal control from these services. For the 1997/1998 contract, the cost to the City (from the General Fund) was $65,000 per year.

The next contract covered the period from July 1, 1998, through June 30, 2001. This contract specified the same services as the previous contract, including the following graduating annual cost structure: $67,340.00 for F/Y 1998/1999, $69,764.24 for F/Y 1999/2000, and $72,257.76 for F/Y 2000/2001. These costs were paid for by the City's General Fund.

Beginning in 1996, with Assembly Bill 3229 (Lockyer), cities and counties (and one specific special district in the Bay Area) began receiving state funding for Supplemental Law Enforcement Services. This program, also called Citizens Option for Public Safety (colloquially known as COPS or the COPS Grant) provided money to cities and counties, based on population, for supplemental services. According to the language of the bill and the resulting California Government Code section (§ 30062(a)), local agencies receiving money were prohibited from using the funds to supplant existing allocations for law enforcement services. Although the initial annual allocations were meager because of Plymouth's relatively small population, the City

hoped to use this to offset its general fund spending for the Sheriff's contract. As the city was prohibited by law from doing so, the money was spent on a community clean-up program, a city-wide bicycle safety program that included the purchase of a bicycle helmet for every minor child in Plymouth, as well as a law enforcement trading card program (a popular community outreach strategy at the time) including deputies who regularly worked the Plymouth area.

In the 2000/2001 Fiscal Year, the requirements for the COPS program were changed by legislation, and the allocation cap for any local agency was raised to $100,000 per year. As a result, Plymouth (as well as Amador City, Ione, Sutter Creek, Jackson, and the County) received $100,000 per year.

Again, the City Council expressed interest in using this funding in place of its general fund law enforcement funding, but on the advice of the City Attorney (Michael Dean) chose to use the money to supplement law enforcement services. As a result, the 1998-2001 contract with the Sheriff's Office was amended to include the previously allocated cost, not to exceed $100,000 per year, plus the $100,000 COPS allocation.

The contract was extended through June 30, 2003. This provided for the assignment of two full-time deputy sheriffs to the City of Plymouth (initially Deputy Sheriffs Mike Sullivan and Jim Bohr). These positions were backfilled by the County approving two new full-time deputy sheriff positions for the Sheriff's Office. The contract called for full service to the City any time one of the two deputies was on duty, plus routine passing patrols and response to calls for service when the assigned deputies were off-duty. The contract also allowed for a pooling of resources with Amador City for additional patrol coverage between the two cities. Although it was not included in the contract, the Sheriff's Office remodeled offices in City Hall utilizing the Sheriff's Work Crew, and this became a Sheriff's Substation used by Sheriff's personnel and occasionally by California Highway Patrol officers.

Although the Committee is unable to locate any contracts that covered the period between June 30, 2003, and April of 2004, it appears that the City continued to receive full law enforcement services through the 2004 calendar year.

In April of 2005, citing financial difficulties, the City entered into a new contract with the Sheriff significantly reducing services. This was the first contract available where the County also began invoicing the City for its share of 911 Dispatch services, as it does with the other cities in the County. In this contract, the Sheriff agreed to provide services at the cost of 9/10s of one full-time deputy to the City, as well as passing patrols to the City and call response when that deputy is off-duty. Like the other contracts, this provided for traffic enforcement, investigation of vehicle accidents,

enforcement of misdemeanor and infraction city ordinances, and added foot patrol of the downtown business district and Livescan service for the hiring of City employees. For the 2004/2005 F/Y, the total hourly cost of $52.35 for a deputy was to be used to calculate the cost to the city (for the 9/10 FTE cost) for police protection services, plus the annual cost of dispatch services based on population. The contract stated that a reduction in services would be negotiated should the total cost of the 9/10 deputy and dispatch exceed $100,000 per year. (Note that the 2023/2024 F/Y total cost for Deputy Sheriff I, Step C is $86.06, a 64% increase over the 2004/2005 number.) This contract, renewable every five years, has automatically renewed ever since. The level of service provided to the city has incrementally been reduced as the cost to the County for the 9/10 FTE has increased.

During the period of the April 2005 contract, and in subsequent years, the City has utilized no general fund money for law enforcement services, instead totally supplanting its general fund obligation with COPS funds, likely in conflict with California Government Code § 30062(a).

As the April, 2005 contract has automatically renewed every five years, the Sheriff has accepted the City's $100,000 annually and has continued to provide law enforcement services including passing patrols, response to calls for service, investigative services, and dispatch services.

In 2023, Sheriff Gary Redman contacted the City requesting that they negotiate a new contract that reflects the rising costs borne by the County to provide services to the City. As data from the April 2005 contract shows, at the time the contract was signed, the City was paying for approximately 156 hours of an FTE Deputy's time per month.

As of January 2024, once dispatch costs are factored out, the City is currently paying for less than 20 hours of an FTE Deputy's time per month (less than .65 hours per day). In contrast, the City of Sutter Creek with its part-time Chief and four Officers is budgeting for and receiving approximately 773 hours of law enforcement officer services per month.

The Sheriff states that the County is operating at a loss in providing services to Plymouth, and this loss negatively impacts the services he is mandated to provide to the unincorporated residents of the County.

On April 3, 2024, the City received a one-year notice of termination of the law enforcement services agreement from the Amador County Sheriff. This action and letter was predicted and expected.

PUBLIC TOWN HALL MEETINGS

The Sheriff's Contract Ad Hoc Committee held two public town hall meetings on May 30, 2024 at 6:00pm, and June 1, 2024 at 9:00am. The purpose of the meetings was to provide an overview of the history of policing in Plymouth, the fiscal outlook, and, most importantly, to solicit input from the community about the law enforcement concerns, wants, and needs. A total of 10 residents attended and provided input. The weighted input from the community is as follows:

Public Input	**Weighted (100)**
Proactive Patrol / Community Policing • Community engagement for non-criminal issues • Presence at school & presence in City when school lets out • Connection to residents • Prevention • Counsel and advise • Rapport & trust • Single point of contact for routine matters	26
Traffic & speed enforcement • Work with City Engineer & CalTrans regarding traffic safety	23
Offset casino impacts	13
Balanced approach to policing & enforcement	10
Special event participation	10
City government & City Council participation	3
Abandoned vehicle abatement	3
Partner with City for grants and other opportunities	3
Response times	3
Creation of a VIPs program (volunteers in policing)	3

REVENUE SOURCES

The Ad Hoc Committee researched options that could be leveraged to support the ongoing law enforcement services to the City.

The City of Plymouth has the following revenue sources available for allocation law enforcement services

- City of Plymouth General Fund
- Citizens Option for Public Safety (COPS) (AB3229) (1996)

- Supplemental Law Enforcement Services Account Growth Fund (SLESA) (SB1020) (2012)
- Zinfandel Ridge Community Facilities District – Public Safety 2016-01

LEGAL CONSIDERATIONS

- "The legislative body of any local agency may contract with any other local agency for the furnishing of fire or police protection to such other local agency." (Gov. Code, § 55632.)
- A "local agency" means a neighboring city, county, fire protection district, joint powers authority that provides fire protection services, police protection district, federal government, or any federal department or agency. (Gov. Code, § 55631.)
    - There is no binding decision that limits "neighboring" to mean agencies with contiguous boundaries.
    - The statute says "neighboring" but not "contiguous" or "adjacent". The plain meaning of the statutory term "neighboring" means "next to or nearby" (not only adjacent or contiguous).
- Under the Joint Powers Act, public agencies may contract with each other to exercise jointly any power common to the contracting powers. Gov. Code, §6502.)
- A general law city may agree or contract with other cities to render mutual police protection. (32 Op.Atty.Gen. 223 (1958).)

NEIGHBORING AGENCIES

The Ad Hoc Committee recommends that the City invite the following city/county agencies to submit statements of qualifications and proposals to provide contracted law enforcement services to the City of Plymouth

- Amador County Sheriff's Office
- California Highway Patrol
- Ione Police Department
- Jackson Police Department
- Sutter Creek Police Department

PROPOSED TERM OF CONTRACT

The Ad Hoc Committee recommends that the proposed initial term for the contract be five years with options for renewal.

ENVIRONMENTAL DETERMINATION

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

FISCAL IMPACT

There is no amount directly associated with this item.

RECOMMENDATION

Authorize City to submit a Request for Statement of Qualification and Proposal ("RFQP") to the following neighboring cities and counties to provide law enforcement services and dispatch services for the City of Plymouth:

- Amador County Sheriff's Office
- California Highway Patrol
- Ione Police Department
- Jackson Police Department
- Sutter Creek Police Department

ATTACHMENT(S)

None

7.4

CITY COUNCIL AGENDA ITEM NO. 7.4

06/13/2024

SUBJECT: Consider Agreement for IT Services for the City with ABSO Technologies.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

CONSIDER AN AGREEMENT WITH ABSO TECHNOLOGIES FOR IT SERVICES FOR $1,730 PER MONTH.

BACKGROUND

The City put out a Request for Proposal (RFP) which was due on April 30, 2024. The City received two responses to the RFP; from ABSO Technologies and executech. The proposals were reviewed by our current IT firm and the City Manager.

ABSO Technologies (ABSO), is the firm selected and they are based in Gold River (Between Fair Oaks and Rancho Cordova). They will be providing IT Managed Services, which includes, Network Infrastructure management, server management, end-user support, security services, backup and disaster recovery, and IT Procurement. ABSO has a diverse history in being a management service provider. They have a seasoned team comprised of professionals with a wealth of expertise in the latest technologies, industry best practices, and emerging trends. The keep up to date on emerging technology by attending conferences and taking the latest training. Theye work closely with their clients to develop technology roadmaps that accommodate future expansion, ensuring that their IT infrastructure remains agile, cost-effective, and aligned with their strategic goals.

They will work with our current IT provider to onboard so that the transition is smooth. Once the transisiton is complete they will perform a thorough assessment of our current infrastructure and systems and make any recommendations to make our infrastructure as safe as it can be with the current security available.

FISCAL IMPACT

There is a monthly fee of $1,730 (with 3% yearly increases), plus $90 per hour for any on-site work required after initial onboarding has concluded or for any authorized special projects.

RECOMMENDATION

Award an agreement of the attorney's approval to ABSO Technologies to provide IT services to the City, in a form approved by the City Attorney.

ATTACHMENT(S)

1. ABSO Technologies Proposal
2. Executech Proposal

MASTER SERVICES AGREEMENT
BETWEEN THE CITY OF PLYMOUTH
AND ABSO TECHNOLOGIES, INC.

This Master Services Agreement ("Agreement") is made and entered into as of January, 1, 2024 ("Effective Date") by and between the City of Plymouth, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 9426 Main Street (P.O. Box 429), Plymouth, CA 95669 (hereinafter referred to as "City"), and ABSO Technologies, Inc., a California corporation with its principal place of business at 11344 Coloma Road, Suite 349, Gold River, CA 95670 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for information technology ("IT") services and functions (hereinafter referred to as "the Services").

B. Consultant is duly licensed and has the necessary qualifications to provide such Services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the specific tasks and functions detailed in accompanying Managed Services Provider Agreements ("MSP Agreements") or Statements of Work ("SOW").

b. MSP Agreement. Specific Services and functions to be performed by Consultant may be outlined in a MSP Agreement signed by the Parties. The MSP Agreement will specify the Services, fees, and other terms. Consultant will provide pricing for each user, device, or Service it is responsible for, including remote monitoring, management, maintenance schedules, and additional services defined in the MSP Agreement.

a. SOW. The specific Services to be performed by Consultant may be documented in a SOW signed by the Parties. Each SOW shall detail the Services to be performed, the fees, and any mutually agreed-upon price and payment terms. Consultant shall provide Services and deliverables according to the timetable and milestones in the applicable SOW.

c. Method of Performing Services. Consultant represents it has the necessary expertise and licenses to render the services outlined in this Agreement and any executed MSP Agreement or SOW. Consultant will perform these Services professionally, competently, skillfully, and efficiently, complying with all relevant laws, rules, and regulations.

2. Compensation.

a. City shall pay for such services in accordance with the rates included in each SOW or MSP Agreement and as described in Exhibit B attached hereto and incorporated herein by reference. Estimates of fees for projects may be provided in a SOW or MSP Agreement. Consultant shall invoice City monthly for services rendered and expenses incurred, with fees payable within thirty (30) days of receipt of the invoice. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

b. In addition, City shall pay Monthly Service Fees for services performed in Exhibit A attached hereto and incorporated herein by reference, as follows:

- Year 1: $1,730.00
- Year 2: $1,781.9 (reflecting a 3% increase).
- Year 3: $1,835.36 (reflecting a subsequent 3% increase).

The Monthly Service Fee shall be invoiced with the charges for a SOW or MSP Agreement.

3. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available for inspection by City at all reasonable times during the Term (as defined below) and for four (4) years from the date of final payment under the Agreement.

4. Term.

The term of this Agreement ("Term") shall commence on the Effective Date and will continue in effect for a period of three years. No MSP Agreement or SOW may include an end date later than the Term in the Agreement. City may, in its sole and exclusive discretion, extend the end date of this Agreement for up to two, one-year renewals, by providing written notice to Consultant three months prior to the end of the current term. A one-year renewal shall be subject to an annual 3% increase in the Monthly Service Fees. Any extension beyond two years shall require a written amendment to this Agreement as provided for herein.

5. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Compliance with Laws.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

7. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

8. Assignment and Subconsultants.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of Services hereunder.

9. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

10. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability.

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the Term, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement, Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Cyber Security Insurance Coverage.

Consultant shall maintain cyber security insurance in an amount of not less than One Million Dollars ($1,000,000) per cyber security, data breach, network damage and business interruption occurrence.

f. Technology Errors and Omissions Liability Coverage.

Consultant shall procure a policy that at a minimum covers professional misconduct or lack of the requisite skill required for the performance of services defined in this Agreement in an amount of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. The policy shall also provide coverage for the following risks:

(i) Dissemination of Confidential Information. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information, or other personally identifying information, stored or transmitted in electronic form; and

(ii) Unauthorized Access. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Malicious Software. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

g. Minimum Policy Limits Required.

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence / $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)
Cyber Security Liability	$1,000,000 per occurrence
Technology Errors & Omissions Liability	$1,000,000 per occurrence / $2,000,000 aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required.

(i) Consultant shall provide the City at least thirty (30) days' prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

shall provide at least ten (10) days' prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the Effective Date. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the Effective Date; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the Effective Date.

(iv) All required insurance coverages, except for the professional liability coverage and technology and omissions liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers.

All policies required shall be issued by acceptable insurance companies, as determined by City. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Term.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

l. Subconsultant Insurance Requirements.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

11. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims') in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services or this Agreement, a SOW or MSP Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, or its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents, or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein

provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

12. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

13. Confidentiality and Use of Data.

a. Confidentiality and Use of Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant 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. Consultant 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 Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Consultant will maintain strict confidentiality of all City information and Confidential Information received in connection with this Agreement and any executed SOW or MSP Agreement. Consultant may use such information only as authorized by the City or as required by law.

b. Ownership of Data and Deliverables. City will own all right, title and interest in City data, which includes the City's information that is collected, used, processed, stored, or generated as a result of the City's use of the Consultant's services, provided by this Agreement. Consultant shall not access City user accounts or City's data, except (1) in response to service or technical issues, (2) as required by the express terms of this Agreement, or (3) at the City's written request. Unless otherwise agreed in a SOW or MSP Agreement, all deliverables shall belong exclusively to City.

c. Data Protection. Protection of personal privacy and City's Confidential Information shall be an integral part of the business activities of Consultant to ensure there is no inappropriate or unauthorized access or use of City's Confidential Information at any time. To this end, Consultant shall safeguard the confidentiality, integrity, and availability of City's Confidential Information and comply with the following conditions:

(i) Consultant shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of City's Confidential Information. Such security measures shall be in accordance with recognized industry practice;

(ii) All City data provided to Consultant in the performance of this Agreement shall become and remain property of City.

(iii) Consultant shall not use any information collected in connection with the Services provided for any purpose other than fulfilling the Services without the City's express written consent**.**

d. Residual Rights of Consultant. Consultant is free to use its general professional skills and expertise and to employ any generalized ideas, concepts, or skills that do not disclose City information or deliverables.

e. Data Breach Notification: Consultant shall inform the City of any confirmed breach of City's Confidential Information within the possession or control of Consultant.

(i) Incident Response: Consultant may need to communicate with outside parties regarding a data breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing data breaches with City should be handled on an urgent as-needed basis, as part of Consultant's communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

(ii) Data Breach Reporting Requirements: Consultant shall report a confirmed breach of City's Confidential Information to the appropriate City representative in accordance with applicable law and take such actions as may be necessary to preserve forensic evidence and return the City's system to standard operability. If so required, Consultant will provide notice in accordance with applicable federal or State data breach notification laws.

(iii) Consultant shall (1) cooperate with the City as reasonably requested by City to investigate and resolve the breach of City's Confidential Information, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the breach of City's Confidential Information, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

(iv) Unless otherwise stipulated, if a breach of City's Confidential Information is a direct result of Consultant's breach of its contractual obligation to encrypt personal data or otherwise prevent its release, Consultant shall bear the costs associated with (1) the investigation and resolution of the breach of City's Confidential Information; (2) notifications to individuals, regulators, or others required by state law.

(v) Notification of Legal Requests: Consultant shall contact City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to City's data under this Agreement, a SOW, or MSP Agreement, which in any way might reasonably require access to the City's data. Consultant shall not respond to subpoenas, service of process, and other legal requests related to City without first notifying City, unless prohibited by law from providing such notice.

14. Warranties and Limitations.

a. Warranties. Consultant warrants it will perform services in compliance with applicable laws and regulations and that all services and deliverables shall conform to the specifications of this Agreement or applicable SOW or MSP Agreement.

b. Limitation of Liability. Neither party shall be liable for any special, incidental, consequential, exemplary, or punitive damages arising out of this Agreement, SOW, or MSP Agreement, except as provided by law or this Agreement.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Amador, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or this Agreement with ten (10) days' written notice if Consultant fails to perform its obligation under this Agreement, any executed MSP Agreement, and/or any executed SOW and Consultant fails to cure within thirty (30) days of receiving written notice of the default. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. Either Party may terminate this Agreement upon thirty (30) days' written notice if any of the following conditions exist:

(i) A Party is declared insolvent or bankrupt;

(ii) A petition is filed in any court and not dismissed in ninety (90) days to declare one of the Parties bankrupt and/or for reorganization under bankruptcy laws; or,

(iii) A trustee in bankruptcy, a receivership, or similar entity is appointed for one of the Parties.

Upon issuance or receipt of a notice of termination, Consultant shall advise City of the extent to which services have been performed, and deliver to City whatever deliverables then exist, along with all client materials.

17 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Services shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Plymouth 9426 Main Street (P.O. Box 429), Plymouth, CA 95669 Attn: City Manager	ABSO Technologies, Inc. 11344 Coloma Road, Suite 349 Gold River, CA 95670

and shall be effective upon receipt thereof.

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

21. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Precedence.

In the event of any conflict between the terms of this Agreement and any MSP Agreement or SOW, the terms of this Agreement shall prevail.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement, any executed MSP Agreement or SOW, may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

28. Survival.

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

29. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Signatory 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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR MASTER SERVICES AGREEMENT
BETWEEN THE CITY OF PLYMOUTH
AND ABSO TECHNOLOGIES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF PLYMOUTH

By: _____
Margaret S. Roberts
City Manager

By: _____
Victoria McHenry
Deputy City Clerk

ABSO TECHNOLOGIES, INC.

By: _____
Garrett Gatewood
President/CEO

EXHIBIT A
Scope of Work

1. Background and Overview

This Scope of Work is an integral part of the Agreement between Consultant and City. It details the scope, terms, and conditions under which managed IT services will be provided.

2. Scope of Services

Consultant will provide comprehensive IT managed services, including but not limited to:

- Network Evaluation: Comprehensive assessment of current network infrastructure, security posture, and identification of improvement areas.
- Security Evaluation: Detailed security analysis to identify vulnerabilities and recommend security enhancements.
- Onboarding and Setup: Configuration and setup of monitoring tools, security protocols, and support systems.
- Ongoing IT Support: Includes help desk support, troubleshooting, and resolution of IT-related issues.
- Security Monitoring: Continuous monitoring of servers and workstations to identify and address security threats.
- Patch Management: Regular updating of software and systems to ensure security and efficiency.
- Data Backup Management: Implementation and management of on-site and offsite data backup solutions.

3. Service Level Agreements (SLAs) and Performance Metrics

- Response Time: Defined tiers for incident response times based on severity levels.
- Uptime Guarantee: Minimum uptime commitment for critical systems and applications.
- Maintenance Schedules: Regularly scheduled maintenance windows to minimize disruptions.

4. Reporting, Review, and Communication

- Monthly Reports: Detailed reports on service performance, incident management, and resolution status.
- Quarterly Reviews: Regular meetings to review service performance, discuss challenges, and plan for upcoming requirements.
- Dedicated Account Manager: A single point of contact for all communications and escalations.

5. Compliance and Security Standards

- Consultant commits to adhering to industry-standard compliance and security protocols, ensuring the protection of the City's data and infrastructure.

EXHIBIT B

Additional Billing Provisions in a SOW for
Managed IT Services provided by Consultant to City.

In addition to the standard Monthly Service Fee as detailed in the Agreement, the Parties agree to the following billing provisions for additional services in a SOW:

Project Work:

- Definition: Project work refers to any specific, pre-defined projects that are outside the scope of regular monthly IT services. This includes, but is not limited to, software implementations, major system upgrades, infrastructure overhauls, and other significant IT endeavors that require dedicated resources and planning.
- Project work must be authorized in advance by a designated City representative.
- Billing Rate: The On-Site "Project Work" Work will be billed at a rate of $90 per hour.
- Billing Process:
    - Each project work will be discussed and scoped out in detail between the Parties.
    - A separate SOW will be drafted for each project, outlining the objectives, timelines, deliverables, and costs.
    - These additional charges will be billed in the subsequent month following the month in which the services were rendered. The payment terms for these additional charges will align with those set forth in the Agreement, with payment due within 30 days of the invoice date.

On-Site "Break-Fix" Work:

- Definition: On-Site "Break-Fix" work pertains to any reactive, as-needed technical support and repairs that require Consultant to be physically present at a City location.
- On-Site "Break-Fix" work must be authorized in advance by a designated City representative.
- Billing Rate: The On-Site "Break-Fix" Work will be billed at a rate of $90 per hour.
- Invoicing and Payment:
    - Invoices for On-Site "Break-Fix" Work will be issued separately from the Monthly Service Fee.
    - These additional charges will be billed in the subsequent month following the month in which the services were rendered. The payment terms for these additional charges will align with those set forth in the Agreement, with payment due within 30 days of the invoice date.

Emergency After-Hours Event Billing:

- Definition: "Emergency After-Hours Events" are defined as urgent IT support needs that occur outside of Consultant’s standard operating hours, including weekends, public holidays, and nighttime hours as defined in the Agreement.

- Billing Rate: The billing rate for Emergency After-Hours Events will be at twice (2x) the normal rate of $90 per hour, amounting to $180 per hour.
- Conditions for Activation:
    - City must explicitly classify the situation as an "Emergency After-Hours Event" and request immediate support.
    - Consultant will provide a rapid initial assessment to confirm the emergency status and the need for immediate after-hours intervention.
- Notification and Authorization:
    - City must provide prompt notification to Consultant, detailing the nature of the emergency.
    - Consultant requires explicit authorization from a designated representative of the City before commencing any Emergency After-Hours Work.
- General Provisions for Emergency After-Hours Event Billing:
    - Documentation and Reporting: Consultant will provide detailed documentation of all work performed during Emergency After-Hours Events, including time logs and a description of the services rendered.
    - Invoicing and Payment Terms:
        - Invoices for Emergency After-Hours Events will be issued separately and in addition to the standard Monthly Service Fee.
        - Payment terms for these invoices will adhere to those outlined in the Agreement.
    - Limitations and Availability:
        - Consultant will endeavor to respond to all Emergency After-Hours Events; however, response times may vary based on resource availability and the nature of the emergency.
        - Consultant reserves the right to assess and confirm the emergency nature of any after-hours request before deploying resources.

Hardware Cost

In the event City requires Consultant to purchase technology hardware to fulfill the services outlined in this Agreement, the following shall apply:

- **Approval and Purchase Order**: Prior to any hardware purchase, the City shall review and approve the purchase order submitted by the Consultant in accordance with the Plymouth Municipal Code.
- **Responsibility**: The Consultant is responsible for the acquisition and delivery of the hardware per the specifications and timelines agreed upon in the purchase order.

Overall Billing Provisions:

- Transparency and Fairness: Consultant commits to transparency in billing practices and will ensure fair and justifiable charges for all additional services.
- Consultant commits to maintaining transparency in billing. Detailed records of hours worked, and expenses incurred will be provided with each invoice.

2024 MANAGED SERVICES AGREEMENT

4/26/2024

CITY OF PLYMOUTH

Proposal Team

Name	Role	Phone	E-mail
Steve Petty	General Manager, Sacramento	916.753.1136	steve.petty@executech.com
Patrick Samulewski	Account Manager	916.295.0072	patrick.samulewski@executech.com
Amy Norris	Director of Services	916.753.1092	amy.norris@executech.com

Partner Details

Name	City of Plymouth
Address	9426 Main Street – Plymouth, CA – 95669
Primary Contact Name	Margaret S. Roberts
Primary Contact Phone	209.245.6941
Primary Contact Email	mroberts@cityofplymouth.org

Revision History

Revision	Revision Date	Name	Notes
1.0	4.26.2024	Patrick Samulewski	Initial Proposal

Initials

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Initials

This Statement of Work (this "SOW") is entered into between **City of Plymouth**, hereinafter referred to as "Client", and Executech, Inc., hereinafter referred to as "Service Provider".

1. TERM OF SOW

a. Initial Term

This SOW is effective upon **June 1, 2024** and shall remain in force for a period of three (3) years ("Initial Term"). This SOW, along with the most recent amended Base Rate, will automatically renew on a month-to-month basis beginning on the day immediately following the end of the Initial Term, unless either party gives the other 90 days prior written notice of its intent to renegotiate or terminate this SOW.

b. On-boarding

On-boarding of a new Client can take sixty to ninety (60-90) days depending on the size and scope of the project and concurrent Client on-boarding. Once on-boarding has initiated, the Client will be introduced to an on-boarding team. The on-boarding team will provide the Client with the timeline of the servicing and service expectations. During on-boarding, the discovery of additional agents and devices can occur, which may alter the initial monthly estimate in the SOW (Refer to Appendix B). A review of all discovered agents and devices will be held with each Client and any pricing adjustments will be addressed and resolved.

c. Transfer of Services

At the termination of the SOW, Service Provider will upon request, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider for the actual costs of rendering such assistance, calculated at Service Provider's then hourly rate for services provided during normal working hours.

d. Strategic Business Change

For significant strategic business changes, to include but not limited to mergers, acquisitions, joint ventures, divestitures, splits, or other business activities that could affect the services of the SOW, the Client shall provide notice of anticipated changes to the Service Provider ninety (90) days in advance. All strategic business changes should jointly be discussed to evaluate service direction and expectations.

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Initials

2. SERVICES PROVIDED

a. Managed Services Packages

Service Provider will provide Client the services described as **Proactive** in the following table.

Category /Description		
	Proactive	Comprehensive
Per User / Device [1]:	$75.00	$125.00
Per Server:	$150.00	$275.00
Per Site [2]:	$150.00	$150.00
Per Storage / Backup Device:	$50.00	$50.00
Per Network Device:	$25.00	$25.00
Per User Device:	Includes 2 Per User	Includes 2 Per User
Systems Monitoring:		
Automated:	24x7x365	24x7x365
Staffed [3]:	24x7x365	24x7x365
Remote Help Desk Access:	Included	Included
Management & Maintenance:		
Workstations:	Remote	Remote/On-Site
Infrastructure:	Remote	Remote/On-Site
DSA Certification Required:	NA	Yes
Maintenance Support: Remote		
Help Desk (Hourly):	Included	Included
Data Center (Hourly):	Included	Included
Maintenance Support: On-Site		
Help Desk (Hourly):	$165.00	Included
Data Center (Hourly):	$260.00	Included
Project Rates:	$140.00-$260.00/Hr	$140.00-$260.00/Hr
Additional Services:		
Backup	Monitor & Management	Monitor & Management
Monitored Device Inventory	Included	Included
Policy & Procedure Document Access	Optional	Included
Hardware and Software Procurement Services	Included	Included
Annual IT Strategic Planning	Optional	Included
Workstation Setup Not-to-exceed price [4]	up to $ 455.00 per w/s	up to $ 455.00 per w/s
NOTES: [1]	Per Named User or Workstation, whichever is greater. Devices include (1) Desktop or Laptop with Anti-virus, Manage Detection Response (MDR) and (1) non-windows mobile device.	
[2]	Covers one firewall and one switch per location.	
[3]	Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.	
[4]	Workstation setups fees will not exeed $ 455.00 per unit. This pricing applies only to workstations provided by Executech. Not to exceed installation fees do not apply to workstations purchased directly by the Client.	

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b. Managed Services Definitions

In general, the types of services provided under the contracts are as follows and are either included or for an additional fee. (Refer to Appendices for applicable charges)

Monitoring Services

- Software-based monitoring of all devices included in the contract. These systems are monitoring 24x7x365 by the system included in the service.
- Automated alerts for IT based on specific thresholds and performance targets available.
- Service Provider staff will monitor and remediate based on the service package selected.
- Enhanced Anti-virus Software is included within this SOW for covered Servers and Workstations.
- Enhanced Security Services, Managed Detection Response (MDR), is included within this SOW for Servers and Workstations if agents meet minimum requirements (Refer to Appendix C). MDR includes but is not limited to 24/7 threat hunting, detection, and professional response delivery.

Maintenance Services

- Unlimited "break/fix" service desk support for users regarding their business desktop and/or laptop computers. Where devices are outside of warranty, the device may be replaced at Client cost rather than repaired with Client's prior approval, and any device outside of warranty will incur a 20% increase in base price coverage (Refer to Appendices for base prices)
- Standard hourly rates are based on work role descriptions and are subject to change.
    - Virus and Ransomware remediation is a difficult and complicated process without a guaranteed outcome, so Client will be allotted two hours of "best effort" troubleshooting by Executech per outbreak and be billed for services under standard hourly rates thereafter.
- Maintenance of workstations for security updates and patches.
- Maintenance and troubleshooting existing data center infrastructure including network (i.e., LAN/WAN) devices.
    - Infrastructure hardware must be under current support SOW to get timely support. Items not under a current maintenance SOW will be allotted one hour of best effort troubleshooting and be services under standard hourly rates thereafter.
    - Business class hardware is required, which is defined as equipment that can be joined to a domain, managed, and under warranty with the manufacturer. This equipment should meet the Client's needs for 3 to 5 years.
- Support e-mail usage for mobile devices.
    - Due to the wide range of applications and services provided by mobile devices, additional support is based on best effort.
- Assist in the support of printers and work with managed print services company for printer support. Printers not under a current maintenance SOW will be allotted one hour of best effort troubleshooting and be services under standard hourly rates thereafter.
- Backup management and maintenance. Refer to Appendices for supported backup solutions.
- Infrastructure (Server, switch, firewall) firmware review and upgrades.

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Management Services

- Inventory management for the devices covered in the contract including those added during the term of the SOW.
- Coordination with Client's vendors for access and/or connectivity to Client's network, only with Client's prior permission.
- Executech may offer referrals to vendors known by Executech for Client's needs that fall outside of Executech's Service offerings or Maintenance responsibilities, i.e., telco services, hosting services, printing vendors. Executech has no responsibility to manage these vendors on the Client's behalf unless the vendor works directly for and is engaged by and paid by Executech.
- IT Hardware, software, and services procurement, excluding specialty software and equipment (e.g., we may not resell business specific software).
- Access to Executech standard policy and procedure documents for common IT use cases.
- Client Success Managers to assist in IT strategy planning and budgeting meeting.

Co-Managed IT Services

- This SOW does not include Co-managed IT Services. Co-Managed IT Services are defined as the instance when a Client has an internal IT person(s), employed by the Client, that supports the on-site day to day issues for the Client while Executech provides proactive/reactive monitoring, remediation, and escalation of issues. Executech encourages the use of our support tools such as ConnectWise, Automate and Auvik which promotes unilateral teamwork between the Client and Executech. If these services are provided within this SOW, they will be reflected in the Fees and Payment Schedule accordingly.

Staff Augmentation

- This SOW does not include Staff Augmentation. Staff Augmentation is defined as a Executech on-site full-time equivalent IT person(s) to support the day-to-day issues for the Client. This or these on-site persons(s) will be augmented by the Executech remote Team which will provide monitoring, remediation, and escalation of IT issues. The on-site resource(s) will utilize tools such as ConnectWise, Automate and Auvik. This Executech staff member(s) will report on-site daily during Client's normal working hours, Monday through Friday. For vacation or sick days, the Executech remote Team will provide support in their absence, which may include on-site or remote assistance. If these services are provided within this SOW, they will be reflected in the Fees and Payment Schedule accordingly.

Business Applications Software

- Assist in preparing for software upgrades, updates/changes for the IT environment to support. Business Applications software shall be covered under a vendor maintenance SOW. Business software vendor is responsible for troubleshooting of the application and performing software upgrades and updates. Executech will work in conjunction with the vendor to troubleshoot any network issues as they arise.
- See Appendix A for all standard response times and escalation procedures.

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Initials

c. Service Provider Responsible for Its Employees/Contractors

All services rendered will be provided by Service Provider's employees and/or contractors and Service Provider will be solely responsible for directing, managing, and supervising such employees' and/or contractors' daily activities while they are performing the Services.

d. Services Framework and Scope

The framework for services provided is expected to include all items as defined in the Managed Services Package and the corresponding description of services. Additionally, this is further defined by the items below:

- Maintenance includes minor software updates to software and devices in the contract.
- Vendor software support means working with the vendor technical support teams to maintain software that is installed on covered computers.
    - This will be done as a "best-effort" and should not be construed as a guarantee of resolution since Service Provider is not the creator of the software. Client is expected to maintain manufacturer software support for all applications.
- Major upgrades between Operating Systems and software versions are significant efforts with important planning and may require new hardware, therefore these are a Project Request and not a maintenance task of the SOW.
- New equipment roll-outs for upgrades, etc., are project-based tasks. For New Workstation set-ups, refer to Section 2.a. for not to exceed workstation set-up pricing. Not to exceed pricing will only apply to workstations purchased through Executech. Workstations purchased directly by Client will be installed by Executech staff on a Time and Materials basis.
- Services requiring staff to support items outside of maintenance are deemed projects. This includes office moves, data center relocations, etc.
- Service Provider is positioned to serve the Client's Project Request needs. Such engagements might include new software implementations/migrations, infrastructure upgrades, and office remodel/relocations. A specific scope of work and fee schedule will be provided for each Project Request allowing the Client to make the best possible IT decisions with the Services provider.

3. RESPONSE AND RESOLUTION TIME AND ESCALATION

Requests for services may be sent by any of the Client's authorized staff and tracked centrally through Service Providers Help Desk Management Software. Each request from Client will be assigned an Incident Number for tracking. Service Provider's response, resolution and escalation process will coincide with that of the Client and will be modified at the Client's request. All Incidents will be subject to the Service Level Agreements response times designated in Appendix A.

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4. FEES AND PAYMENT SCHEDULE

a. Monthly Fees (Refer to Appendix B)

Service Provider will invoice Client 30 days in advance of services on a monthly basis, and the Base Fee will become due and payable on the first of every month through ACH (Refer to Appendix D). Please refer to the Terms and Conditions Addendum below for explanation on late fees and open balances.

b. Annual Base Fee Adjustments

In addition to any adjustments related to additions or subtractions for specific users or devices, the most current SOW Base Fee will increase 5% annually on the anniversary date to accommodate general market increases anticipated. The escalation amount will automatically be applied to the adjusted Base Fee.

c. Fees for Increased Coverage

Upon the addition or subtraction of a user/device, server, storage/backup device, network device, new business site, or any other device management previously agreed to, the amount will be automatically updated to the Client invoice on the next monthly billing cycle.

If Client desires to add additional services in areas of the contract, Service Provider and Client's management will both review and approve the request in writing prior to adjusting the contract according to the specified rate in the contract. If no contract rate is defined for the service requested, Service Provider and Client will negotiate the amount of such a change and enter into an appropriate written amendment or addendum reflecting such increases.

d. Fees for Additional Services

From time to time, Client may request services not covered by this SOW. In such instances, applicable services will be provided at the rates listed in the selected SOW coverages (Appendix B), otherwise, all other additional services will be billed outside of the SOW.

e. Fees for Travel

Airfare, hotel, and other travel expenses will be passed on to Client at cost when requested to travel on the Client's behalf.

5. TAXES

It is understood that any federal, state, or local taxes applicable to the Services shall be added to each invoice for services or materials rendered under this SOW. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use. The parties acknowledge and agree that Client shall not be liable for any payroll taxes associated with Service Provider's employees, all of which shall be borne by Service Provider.

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6. EXCLUDED SERVICES

Services in the fee of this SOW do not include:

a. Items defined in the contract as Project Requests. These can be completed by the Service Provider as separate projects outside of standard maintenance and management services in this SOW.
b. Failure due to natural or man-made disasters, building modifications, power failures, Internet outages or other adverse environmental conditions or factors.
c. Troubleshooting or remediation of Employee home networks or technology or the remediation of third-party facilities such as Client or Client locations, hotels, conference centers or public wireless access.
d. Business Applications support, upgrades, updates, and changes would not be covered under this SOW.

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7. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Information Technology Services Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Steve Petty	Executech	Date
Margaret S. Roberts	City of Plymouth	Date

Initials

ADDENDUM – TERMS AND CONDITIONS

8. APPLICABILITY

a. The accompanying Statement of Work ("**SOW**") is an agreement by [CITY OF PLYMOUTH] ("**Client**") for the purchase of the services provided by EXECUTECH UTAH, LLC ("**Service Provider**") in accordance with and subject to these terms and conditions (these "**Terms**" together with the SOW, this "**Agreement**").

b. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, the SOW shall govern. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of Service Provider's general terms and conditions or any other document issued by Service Provider in connection with this Agreement.

9. SERVICES

a. Service Provider shall provide the services to Client as described in the SOW (the "**SOW**") in accordance with these Terms.

10. PAYMENT TERMS

a. Due. Unless otherwise stated, Service Provider offers Net 30 terms to Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.

b. Late Fees. If Client fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due.

c. Open Balances. Clients with open balances more than ninety (90) days from the invoice date will be evaluated for suspension of any and all Services and will be evaluated to have the open balance submitted to a collection agency. Client agrees to pay for any and all collection costs and/or attorney's fees.

d. Credit Card Fees. All payments made with a credit card are subject to a three percent (3%) convenience fee, per transaction.

e. Service Fees. As outlined in the SOW, service fees shall increase each year on the anniversary date of this agreement by 5%.

11. CONFIDENTIALITY

a. Client Confidential Information. Client acknowledges Service Provider may acquire information of Client, or Client's customers, that Service Provider knows Client considers to be confidential and proprietary ("**Client Confidential Information**"). Examples may include, without limitation, customer lists, pricing, purchase records, financial records, tax records, medical records, and legal records. Service Provider will use commercially reasonable efforts to maintain the confidentiality of Client Confidential Information and will not use it for Service Provider's own benefit or disclose it to third parties without the prior written

consent of Client, except as expressly permitted herein. Service Provider may disclose Client Confidential Information to its employees, consultants, or others to perform Services for Client. This provision will not extend to information that (i) Service Provider already knew, (ii) Service Provider learns independently of Client, (iii) becomes generally available through no fault of Service Provider, or (iv) Service Provider is legally obligated to disclose. Notwithstanding the foregoing, Client Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives of Service Provider on a "need to know" basis for the purposes of performing its respective obligations pursuant to this Agreement.

b. Provider Confidential Information. Client acknowledges that it may acquire Service Provider's proprietary checklists and installation/configuration procedures, and other information of a proprietary or confidential nature, which Service Provider considers confidential information ("**Service Provider Confidential Information**"). Client will use commercially reasonable efforts to maintain the confidentiality of Service Provider Confidential Information and will not disclose Service Provider Confidential Information to third parties without the prior written consent of Service Provider.

c. Advertising and Publicity. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent, which will not be unreasonably conditioned, withheld, or delayed.

12. NON-SOLICITATION

a. Term. Client hereby expressly recognizes the expertise of Service Provider's employees and covenants to not solicit or encourage, directly or indirectly, any of Service Provider's employees for work not contemplated in the SOW, including without limitation (i) private use of the Service Provider employee by Client or its affiliate; (ii) making offers to the Service Provider employee in an attempt to lead the Service Provider employee from Service Provider and to Client; (iii) requesting any information regarding Service Provider or its employees that is not contemplated by the SOW and/or has not been authorized by Service Provider; (iv) attempting to engage the Service Provider employee in "side work" or "moonlighting prospects" in which the Service Provider employee would do work for Client, or one of its affiliates, outside of the scope of the SOW regardless of whether the Service Provider employee would or would not receive additional compensation not expressly stated in the SOW; (v) any and all attempts to disenfranchise the Service Provider employee from his/her employment relationship with Service Provider; and (vi) making any attempt whatsoever, in any degree, to solicit work from the Service Provider employee, either on a contractual basis, as party to a competitor of the company, or through full-time employment.

b. Penalty. If written approval is not provided by the CEO of Service Provider and Client violates the provisions of this Section 12, Client will pay Service Provider liquidated damages in an amount equal to the total compensation, including salary, wages, bonuses, commissions, equity, employee benefits, cost of training, etc., that the applicable Service Provider employee received during the prior twelve (12) months of employment or $100,000.00, whichever is greater. Because of Service Provider's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider Employees, the parties acknowledge that the measure of liquidated damages set forth in this Section 12 is reasonable. This provision for damages will not limit remedies against Client for any other breach of this Section 12 or from asserting any cause of action independent of it.

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13. RESPONSIBILITIES

a. Shared Responsibility. Client is responsible for: (i) cooperating with Service Provider in the provision of the Services; (ii) providing timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.

If Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 13(a), Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.

b. Access. Service Provider may install software to access Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. Client will also provide Service Provider access to user workstation areas and the name, phone number, email address and title for each authorized user. Every user must be listed as an authorized help desk caller.

c. Information and Technology. Client will provide accurate information to Service Provider in connection with the Services. Client will maintain current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed and vendor-supported. Client understands the Services and system are subject to external factors not within Service Provider's control. Client will ensure that its internet connection is secure. Client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.

d. EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("**EULAs**"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.

e. Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

f. Reliance on Representations. Service Provider will be entitled to rely on the representations of Client's management and staff.

g. Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from Client personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

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h. Environment, Network, Equipment, or System Changes. Client agrees to notify and consult Service Provider before initiating changes to its IT environment, before moving, modifying, altering, or adding any equipment to the operating network or system, or before implementing third-party vendor changes. Service Provider will review the proposed changes and inform Client of any potential impacts to the Services as well as Client's business operations. Modifications to the environment, network, equipment or system without prior consent of Service Provider may result in the nullification of warranties and service agreements applicable to such equipment and related Services, and Client, therefore, releases Service Provider from any obligations to maintain such modified environment, network, equipment or system. If Client chooses to implement changes that negatively impact the Services, Client will hold Service Provider harmless for any resulting issues.

i. Risk of Loss. Client will bear the risk of any loss, damage, or destruction of Client's assets, equipment, or property provided or maintained by Service Provider from: fire, water damage, theft, or other casualties. Client will be solely responsible for insuring Client's property and filing insurance claims for losses associated therewith.

j. Property Destruction. If Client or any employees or contractors of Client damage any Service Provider Property (as hereinafter defined), including Service Provider's network systems, Client will be responsible for Service Provider's remediation of such damage. This may include, without limitation, time spent investigating the problem, correcting the problem, and replacing any technical hardware, or cabling. All such remediation work will be billed to Client at Service Provider's then-current time-and-materials rates.

k. Data Loss. Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider's failure to backup or secure data from portions of the system not expressly designated in this Agreement as requiring backup or recovery services. Service Provider does not warrant that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

l. Intellectual Property Rights. Service Provider will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (i) Services, including any Service Provider work product, (ii) result of any Services, (iii) joint development, and (iv) enhancement or improvement to or derivative of any of the foregoing (collectively, "**Service Provider Property**"). Client receives no right, title, or interest in or license to use any Service Provider Property. However, Service Provider hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and terminable license to use the Service Provider Property necessary for Client to exercise its rights hereunder. Client will not provide access to Service Provider Property, including without limitation, software and systems, to anyone other than Client's employees and contractors who (x) are bound by law or written agreement to comply with Client's duties under this Agreement, and (y) require such access to assist Client in its permitted use of the Service Provider Property. Client will not directly or indirectly reverse engineer, decompile, disassemble, or copy any Service Provider Property. Client will return all Service Provider Property to Service Provider upon termination or expiration of this Agreement. Client will cooperate to take such actions reasonably requested to vest ownership of Service Provider Property in Service Provider.

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m. Third-Party Services. Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or service providers, such as data hosting services, domain registration services, and data backup/recovery services ("**Third-Party Service**"). Service Provider reserves the right to utilize the services of any third-party provider or to change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to Client. Service Provider will not be responsible, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide Third-Party Services to Service Provider or to Client.

14. LIMITATION OF LIABILITY

a. Liability Limits. The Services may contain bugs, errors, problems or other limitations. Service Provider has no liability whatsoever for Client's use of the Services, inability to use the Services or Client's reliance on or use of information from the Services or through the Services that results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or any failure of performance. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The negation of damages set forth above are fundamental elements of the basis of the bargain between Service Provider and Client. The Services would not be provided without such limitations.

b. Indemnification. Client agrees to indemnify, defend, compensate, reimburse, and hold harmless, Service Provider, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party website provider involved in the provision of Services, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys' fees, related to or arising from Client's breach of this Agreement or violation of any applicable law or regulation. Service Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client. Client must not, in any event, accept a settlement of any dispute relating to this Agreement without the prior written consent of Service Provider.

c. Non-Disparagement. Client will not directly or indirectly make, publish, or communicate to any person or entity any defamatory or disparaging remarks, comments, or statements concerning Service Provider or its employees either during or after the Agreement's termination or expiration.

d. Insurance Limits. Service Provider will maintain business insurance greater than $1M on both General Liability and Errors and Omissions Liability. Service Provider will provide, within five (5) business days, proof of insurance upon customer request. Client acknowledges that Service Provider has strongly advised it to obtain a cybersecurity insurance policy.

e. Warranty. Service Provider warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards. Client must report any deficiencies in Services to Service Provider in writing within ten (10) business days of performance of such Services in order to receive warranty remedies. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED

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WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD-PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY SERVICE PROVIDER AND EACH SUCH THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

f. Remedy.

FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND SERVICE PROVIDER'S ENTIRE LIABILITY, SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. IF SERVICE PROVIDER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CLIENT SHALL BE ENTITLED TO RECOVER THE FEES PAID TO SERVICE PROVIDER FOR THE DEFICIENT SERVICES, PROVIDED THAT SUCH RECOVERY SHALL NOT EXCEED TOTAL FEES PAID TO SERVICE PROVIDER IN THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD.

The limitation of liability set forth in Section 14(f) above shall not apply to (A) liability resulting from Service Provider's gross negligence or willful misconduct and (B) death or bodily injury resulting from Service Provider's negligent acts or omissions.

15. MISCELLANEOUS

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without regard to its conflicts of law provisions. Client consents to the personal jurisdiction of the federal and state courts having jurisdiction for Salt Lake City, Utah with respect to all disputes arising out of this Agreement, Client's use of the Services or otherwise between Client and Service Provider.

b. Amendments to Agreement. Please refer to defined terms in the SOW aforementioned.

c. Termination. This Agreement may be terminated by Service Provider with immediate effect upon prior written notice to Client if Client:

- fails to pay any amount when due under this Agreement;
- has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

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d. Dispute Resolution.

(i.) Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(ii.) Cost of Enforcement. In the event that either party asserts any claim against the other party in an action at law or in equity, including without limitation any counterclaim or cross claim, to enforce or protect that party's rights under this Agreement, the prevailing party in such action will be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such court costs and damages as provided by law and in accordance with this Agreement.

(iii.) Severability. If any provision of this Agreement is held to be unenforceable as applied to a particular circumstance by a court of competent jurisdiction, then that provision will be construed by (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by applicable law) or (ii) disregarding it (if modifying it is not permitted by applicable law); but, the rest of this Agreement will remain in effect as written and the modified provision will remain in effect as written in all other circumstances.

(iv.) Assignment. This Agreement will be binding on the successors and assigns of both parties. Client may not assign, delegate, or transfer Client's rights or duties in connection with the Services without the prior written consent of Service Provider. Any assignment, delegation, or transfer in violation of this Agreement will be void and unenforceable as a matter of law.

(v.) Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. No Clientship. Service Provider and Client are independent contractors. This Agreement will not create a Clientship or joint venture between the parties, or make either party an agent, legal representative, employee, or servant of the other for any purpose. All services performed by Service Provider will be performed as an independent contractor. Service Provider will have sole discretion to determine the manner, method, and means of performing the Services, subject to the provisions of this Agreement. Neither party may bind the other or create any obligation on the other's behalf, except as specifically provided in this Agreement.

f. Subcontractors. Service Provider may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup, and hosted infrastructure services.

_____
Initials

g. No-Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

h. Survival. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

i. Force Majeure. Each party will be excused for delay in the performance of any of its obligations hereunder (other than Client's obligation to pay fees pursuant to this Agreement) when such delay is the result of acts of God, governmental authority, delays in transportation, subcontractors not being able to honor their commitment(s), war, act of terrorism, weather, manufacturer's or supplier's delays, pandemic or epidemic, etc., or any other cause beyond the party's reasonable control.

j. Notice Requirements. All notices required hereunder will be in writing and will be mailed by first-class mail, postage prepaid, sent by electronic mail, or delivered by messenger or reputable overnight courier, and shall be addressed to the party or parties to whom directed at the address set forth below or such other place as each party may from time to time give in writing to the other party hereto. Notice shall be deemed to have occurred upon receipt by the party to whom sent.

To: Service Provider	To: Client
Executech, Inc.	City of Plymouth
1624 Santa Clara Drive, Suite 245	9426 Main Street
Roseville, CA 95661	Plymouth, CA 95669
Attn: General Manager	Attn: Margaret S. Roberts

Initials

APPENDIX A – SERVICE LEVEL AGREEMENTS

Response Time and Service Level Agreement

Service Priorities	Response Time	Resolution Plan
Critical*	Within 30 minutes	4 hours
Priority	Within 2 hours	1 business days
Normal	Within 1 business day	2 business days

Service Priorities Definitions

Critical*	Critical network components or system down affecting multiple users. Example – Server down, network communication down.
Priority	Single component fails. A work-around is not available. Example – Single workstation failure. No spare workstations available.
Normal	Software or hardware request, configuration change or update, enhancement, or new user.

*Executech designation

Hours of Service

Live Help Desk Services are available 24/7/365. Critical issues will be escalated and handled by our on-call technical team.

Initials

APPENDIX B – FEES, PAYMENT SCHEDULE, & ADDITIONAL SERVICES

a. Monthly Fees

Client will pay Service Provider a "Base Fee" of **$2,975.00** per month in consideration of the ***Proactive plan*** selected. This includes the following:

Proactive Managed Services Monthly Pricing Summary:				
	Monthly Services Pricing:	**Count:**	**Program Price:**	**Monthly Fee:**
	Workstation/Device Count w/MDR	17	$75.00	$1,275.00
	Server Count (Physical, Virtual & Backup) w/MDR	4	$150.00	$600.00
	Site Count (*Includes 1 Switch & 1 Firewall*)	2	$150.00	$300.00
	Storage Device Count	0	$50.00	$0.00
	Backup Device Count	2	$50.00	$100.00
	Network Device Count (Switches, Firewalls, WAPs)	4	$25.00	$100.00
Subtotal Monthly Services Pricing:				**$2,375.00**
	Additional Services:			
	Threat Detection & Response (TDP) *billed separately*	1	$600.00	$600.00
	Backup Solution	0	$0.00	$0.00
	Office 365	0	$0.00	$0.00
	SPAM email filtering	0	$0.00	$0.00
	Data Center Hosting	0	$0.00	$0.00
Total Monthly Services Pricing:				**$2,975.00**
	One Time Modifiers:			
	Implementation (TDP)	1	$250.00	$250.00
	Onboarding Fee	1	$2,375.00	$2,375.00
Total One Time Onboarding Pricing:				**$2,625.00**

Refer to 4.a. Fees and Payment Schedule

Additional Services

Sophos TDP is an additional service that will need assistance from Executech's Professional Services department. An acknowledgment to a separate TDP agreement will be needed. During the Client on-boarding, a member of the Professional Services team will create a project for the additional service. On-boarding of a new Client can take sixty to ninety (60-90) days depending on the size and scope of the project and concurrent Client on-boarding, so the implementation of the additional service can take a similar amount of time or more. The Professional Services team will provide the Client with the timeline of the servicing, service expectations, and any costs associated with the implementation of the additional service.

Initials

APPENDIX C – MANAGED DETECTION RESPONSE (MDR)

Sophos Managed Detection Response delivers the capabilities of a modern SOC including Sophos Intercept X Anti-Virus for workstations and servers, active threat neutralization, incident response, and 24/7 threat hunting, detection, and response delivered by an expert team as a fully managed service.

*****Workstation/Server agents must meet the minimum requirements for MDR deployment. Deployment delays and/or the purchase of new equipment may affect the client if minimum specifications are not met.**

MDR Team Composition

Threat Analysts

Respond to "lead driven" threat investigations detected automatically in the customers' network.

Threat Hunters

Instigate "leadless" threat hunts, looking for anything suspicious that hasn't been automatically identified.

Incident Responders

Work with the customer during active incidents to triage, contain, and neutralize the threat.

MDR Core Functionality

- Proactively hunt for and validate potential threats and incidents.
- Use all available information to determine the scope and severity of threats.
- Apply the appropriate business context for valid threats.
- Provide actionable advice for addressing the root cause of incidents.
- Initiate action to remotely disrupt, contain, and neutralize threats.

Initials

APPENDIX D - ACH AUTHORIZATION FORM

executech
10876 South River Front Parkway
Suite 100
South Jordan, UT 84095
Phone: (801) 253-4541
accountsreceivable@executech.com

Recurring Charge Authorization: The undersigned consents and permits Executech to charge my bank account specified below for the amount due from me for all open invoices on my account. I release Executech from any and all claims arising from the use of this service. I understand and agree that Executech may continue to charge such amounts to my bank account until receiving notification from me that I have withdrawn this consent and permission, at which time Executech shall cease charging any such amounts to my bank account. ACH payments are processed the last Tuesday of every month.

Please print in blue or black ink.

APPLICANT'S INFORMATION

LAST NAME: **FIRST NAME:** **MIDDLE NAME:**

BUSINESS NAME:

BILLING ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

PAYMENT INFORMATION

NAME ON ACCOUNT:

BANK NAME:

PERSONAL/BUSINESS:

CHECKING/SAVINGS:

ROUTING NUMBER:

ACCOUNT NUMBER:

PAYMENT AUTHORIZATION

ACCOUNT HOLDER'S SIGNATURE:

DATE:

Initials

7.5

CITY COUNCIL AGENDA ITEM NO. 7.5

06/13/2024

SUBJECT: Receive report and provide direction on animal control for the City.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

RECEIVE REPORT AND PROVIDE DIRECTION ON ANIMAL CONTROL.

BACKGROUND

Staff brought an item last year to the Council regarding the cost that County Animal Control wanted to charge the City for services. At that time Animal Control wanted to charge the City based on population versus based on animals in the shelter to the tune of $36,803 annually. Animal Control has been in meetings with Sutter Creek, Jackson and Ione with no invitation extended to Plymouth staff and when the City Manager asked at the June 3, 2024 Board of Supervisors meeting, she was told that only law enforcement agencies were invited and the Sherrif's Department declined. The City Manager stated that at that point she should have been notified and been offered the opportunity to sit at the table.

Animal Control and the other cities had come up with aa solution of using the animals in the shelter, which is what I had suggested last year. According to the staff report to the Board of Supervisors, "utilizing the FY 2022/23 actual animal count at the shelter resulted in 1,252 animals housed and cared for at Animal Control. Divide that by the approved 23/24 budget and this equated to an average cost of $862.14 per animal. Cities would be charged this flat amount for animals delivered to Animal Control and field service calls would continue to be charged directly; no legal services are contemplated. Billing would be on a net 30-day cycle, adjust annually, based upon the budget, and any city failing to pay, would not receive any further services." For the City of Plymouth, this means a maximum amount, without any callouts would equal $10,299.19 based upon the 10-year average animal count for Plymouth. As a side note, they did not include two new hires so next year the cost will also include the added costs of $250,000 divided amongst the agencies.

After the Board of Supervisors meeting, I spoke with Jon Hopkins, Director of General Services and we determined that meeting with both of us and the Sherrif's Office was necessary to determine who would be taking care of what problems. In the past, Public Works has always taken care of any dead animals on the roadways. City Hall takes a lot of call for stray animals and many animals are brought into City Hall that people either catch or that City employees catch. We put the animals out on Facebook if we do not already know the owners. City staff has leases and a crate at City Hall for temporarily holding of animals until owners can get here. We try not to call anybody out unless we need to. We do not hesitate to call on a vicious dog or a dog bite though.

There is meeting tentatively set up on June 26, 2024 with Animal Control, the Sheriff's Office and the City Manager to discuss how to address animal control in Plymouth. Direction is being requested from the City Council on two items. Do you agree with the direction of moving forward with the method that Animal Control has come up with using the 10-year average? How and who do you want handling what type of services for the City of Plymouth?

FISCAL IMPACT

There is a potential impact up to $10,299.19 for FY 24/25, not including any call out services.

RECOMMENDATION

Provide direction on what services the City would like to see from Animal Control and what they would like to see from the Sheriff's Office.

ATTACHMENT(S)

1. June 22, 2023 Staff Report without attachments
2. May 9, 2024 Board of Supervisors Staff Report from Animal Control
3. May 9, 2024 Calculation costs per Animal done by Animal Control
4. May 31, 2024 Letter from Animal Control

City of Plymouth
City Council Meeting
Staff Report
Item 7.2

Date:

June 22, 2023

Report by:

Margaret S. Roberts, City Manager

Policy, Program, Project or Issue Title:

Consider contract with Amador County General Services Administration for animal control services in the amount of $36,803.

Issue Statement & Discussion:

The City received a letter in early June (attached to this staff report) from Amador County General Services Administration for animal related services within Plymouth. They have decided to use our population to generate a budget for future services. Currently our population is 3% of the County which would be a cost of $36,803 for our services. During the period of June 1, 2022 through May 30, 2023 the Animal Control was called out eight (8) times to the City of Plymouth. That would mean that we would have paid $4,600.38 per call. The letter states that there are additional costs associated with the county staff's response to requests made by the city, which are not being captured in the invoices sent to the city. These costs include overhead expenses such as administrative and operational expenses, as well as indirect effects such as reduces availability of resources for other tasks. It is important to note that although we just received this letter in early June, they are threatening to "cease services to your city residents and to your law enforcement personnel" effective July 1st, unless we agree to their contractual demand.

To put this into perspective, our contract with Amador Fire Protection District, which is located in Plymouth and is manned 24/7 is for $32,451 ran a total of 605 calls out of the station of which 139 were within Plymouth city limits, which equals $233.46 per call for service during the same time period.

I did have a conversation with Sheriff Redman and he confirmed that his department responds to barking dogs and vicious animal calls. Our public works staff routinely picks up dead animals off the roadways. We don't take animals to shelters. If a citizen takes an animal to the shelter, it should not be the responsibility of the City to pay for that animal.

There is a fiscal impact of $36,803 plus additional costs associated with the county staff's response to requests made by the City associated with this item if approved.

Staff Recommendation:
Staff recommends Council reject the contract for animal control services. Alternatively, Council could direct staff to try to negotiate a lower amount or other possible direction.

EXHIBIT "A"

ANIMAL CONTROL FEE SCHEDULE AS OF 9/23

DESCRIPTION		
ADOPTION FEES	**FEE**	
DOG	$85.00	42.00 *
CAT	$50.00	20.00 *
CATS, TWO ADOPTED AT SAME TIME	$85.00	N/A
OTHER ANIMALS	50% OF VALUE	
SENIOR FOR SENIOR ADOPTION	$0.00 **	
MICROCHIPPING (Dog or Cat)	$15.00 ****	
HIGHLY ADOPTABLE BREED DOGS	$300.00	
IMPOUND FEES		
DOGS, CATS, OTHER SMALL ANIMALS		
FIRST	$25.00	
SECOND (WITHIN ONE YEAR OF PRIOR IMPOUND)	$100.00	
THIRD (WITHIN ONE YEAR OF PRIOR IMPOUND)	$200.00	
HORSES, CATTLE & OTHERS OVER 200 LBS		
FIRST	$40.00	
SECOND (WITHIN ONE YEAR OF PRIOR IMPOUND)	$60.00	
THIRD (WITHIN ONE YEAR OF PRIOR IMPOUND)	$100.00	
BOARD PER DAY (FOOD AND CARE)		
DOGS, CATS, OTHER SMALL ANIMALS	$15.00	
HORSES, DONKEYS, MULES, CATTLE	$20.00	
DANGEROUS/BITING/QUARANTINE BOARD	$25.00	
DANGEROUS LIVESTOCK	$40.00	
SPECIAL HOUSING/CARE REQUIREMENTS	ACTUAL COST	
HAULING FEES		
LIVESTOCK TRAILER USE	$45.00	
DEAD ANIMAL PICK UP	$75.00	
(+$45.00 PER HR OVER 1 HOUR)		
EUTHANASIA		
EUTHANASIA LESS THAN 50 POUNDS	$80.00	
EUTHANASIA MORE THAN 50 POUNDS	$95.00	
VETERINARY FEE	ACTUAL COST	

DESCRIPTION		SENIOR
DOG LICENSE FEE	**FEE**	**65+ FEE**
ONE YEAR, SPAYED/NEUTERED	$12.00	$6.00
TWO YEAR, SPAYED/NEUTERED	$20.00	$10.00
THREE YEAR, SPAYED/NEUTERED	$30.00	$15.00
ONE YEAR, INTACT	$40.00 ***	
TWO YEAR, INTACT	$80.00	
THREE YEAR, INTACT	$120.00	
Licensing Reduced Unaltered (working ranch/show)	$30.00	
REPLACEMENT TAG OR TRANSFER	$5.00	
BREEDERS LICENSE	$50.00	
DELINQUENT RABIES VACCINATION, REFUNDABLE WITHIN 7	$20.00	
NONSPAYED/UNNEUTERED AT LARGE FINE ***	SEE 8.16.030c	
KENNEL LICENSE, COMMERCIAL, ANNUAL	$100.00	
KENNEL LICENSE, NON-COMMERCIAL, ANNUAL	$50.00	
POTENTIALLY DANGEROUS DOG	$250.00	
VICIOUS DOG	$500.00	
PDD/VD RENEWAL	$80.00	
OWNER SURRENDER FEE		
Owner Surrender Fee	$30.00	
Owner Surrender Fee with Litter	$50.00	
LABOR FEES (fees posted may not reflect annual increases)		
Animal Control Staff (Actual Daytime per hour)	$45.00	
Animal Control Staff (Actual Overtime per hour)	$67.50	
TRAP FEES		
CAT TRAP DEPOSIT ♣	$75.00	
DOG TRAP DEPOSIT ♣	$200.00	
DAILY TRAP RENTAL (PER DAY AFTER FIRST DAY)	$2.50	
♣ TRAP DEPOSIT IS FORFEITED IF TRAP IS LOST OR DAMAGED		
CHEMICAL CAPTURE (DRUG + LABOR)	ACTUAL COST	

* The reduced adoption fee applies; 1) to any animal that has been adoptable for 15 days or longer. 2) at special events at the shelter up to six times each year. 3) when the Animal Control Director determines it necessary to reduce shelter population and when there are more than 20 dogs or 40 cats in the shelter.

** The Senior for Seniors adoption program will provide a one-time free adoption of a dog or cat that is five years old or older to a senior citizen 65 years old or older.

*** The nonspayed/unneutered fine may be refunded if the animal is spayed/neutered within 30 days of redemption.

**** The microchipping fee will adjust with the actual cost of the microchip plus the cost of staff time

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA
PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org

Memorandum

TO: Board of Supervisors

FROM: Jon Hopkins, Director Hop

DATE: May 9, 2024

RE: Update - Cities Impacts Relative to Animal Control Services

Transitioning responsibilities: The purpose of this memo is to provide an update on management activities to address the fiscal impacts of providing Animal Control services to the cities. While counties and cities share similar roles in providing municipal services, they are separate and encompass distinctly different responsibilities by virtue of being a local governmental entity. These services include things like roads, flood protection, sewer, water, solid waste disposal, law enforcement, animal control services, etc.

The County has demonstrated considerable generosity in providing animal control services to the cities for many years, often with marginal or no reimbursement, thereby incurring costs to the County's General Fund. However, the current landscape necessitates a reevaluation of this arrangement, with each city now compelled to either assume direct responsibility for these services or reimburse the County for the services provided.

Attached is a comprehensive spreadsheet presenting various data perspectives. Irrespective of the dataset utilized, it is evident that the combined fiscal impact of the cities amounts to approximately $240,000 annually at the lowest estimation. Notably, this fiscal impact assessment does not encompass the additional strain on staffing resources required to accommodate the cities' impacts, a factor that inevitably will escalate the operational budget and, consequently, raise costs to the cities upon adding staff.

Correspondence was dispatched to each city on May 30, 2023, subsequent to deliberations with the Administrative Committee on November 28, 2022. A subsequent reminder in the form of a second letter and/or email was issued in August, reaffirming the County's intention to transition away from providing these services by year-end. Furthermore, the Board undertook revisions to its fee schedule in August 2023, and convened once more in November 2023, instructing staff to persist in dialogue with the cities.

Meetings have transpired with the cities of Sutter Creek, Jackson, and Ione, with ongoing discussions initiated with Amador City. These cities have expressed a preference to retain the County's Animal Control services. Conversely, the City of Plymouth has been unresponsive regarding contracting for services. Additionally, on October 19, 2023, the City of Plymouth notified us of its cessation of dog license collections. Subsequent discussions with Plymouth's City Manager, Margaret Roberts, and the Board, on November 21, 2023, revealed alternative service avenues. Further, as of April 1, 2024, the City of Plymouth has sought alternate law enforcement services, leading the Sheriff's Office to serve notice of service termination effective April 1, 2025. The future disposition of these services remains uncertain at present.

Differences in Approach: In the process of soliciting financial support from cities for our services, it is natural for them to seek clarification on our methodologies and objectives. While this inclination is reasonable, attempts to dictate our approach or express criticism can inadvertently escalate staff stress and lead to conflicts.

For instance, certain cities have proposed raising fees to cover our operational costs, while others have suggested more frequent euthanasia of animals as a cost-saving measure. Furthermore, municipalities are cognizant that their financial contributions primarily sustain staffing endeavors. However, there has been questions regarding the allocation of additional staff resources, with some anticipating enhanced service delivery in return. It is essential to underscore that augmenting our workforce is intended to maintain current operational standards and does not translate to expanded service offerings.

In response to inquiries raised by cities regarding data accuracy, particularly discrepancies between our figures and theirs, including suggestions of flawed data capturing individuals residing outside city limits, it is essential to address these concerns with due diligence. While acknowledging the potential for minor discrepancies within the datasets, it is crucial to emphasize that any inaccuracies are marginal in nature. Efforts to reconcile these differences and ensure the integrity of our data remain ongoing priorities.

Recognizing the disparities in perspective and the tendency to exert control over operations presents considerable challenges, leading to unmanageable disorder. The analogy of "too many cooks in the kitchen" aptly depicts the resulting chaos. Hence, cities must understand that financial support does not justify altering service provision or operational strategies. Maintaining consistency and stability in services is crucial, as any deviation risks undermining operational effectiveness. Ultimately, the County will operate as deemed appropriate, and cities can opt to fund those services or manage their own.

The Law: Cities have also raised concerns regarding the allocation of tax revenue, contending that the County, given its greater tax intake, should assume responsibility for the provision of certain services. However, this argument lacks merit as it fails to acknowledge the fundamental disparities in the scope of obligations between the County and the cities.

It is essential to underscore that the County, by virtue of our broader jurisdiction, is mandated to provide a significantly wider array of municipal services compared to cities. These encompass critical functions such as incarceration (Jail), OES, Coroner, ACCNET, Search & Rescue, 911 dispatching, Behavioral Health, Social Services, Child Protective Services (CPS), Adult Protective Services (APS), Public Health, District Attorney, Public Defender, Environmental Health, among others.

Moreover, the distribution of tax revenue in California is governed by specific legal frameworks that delineate the respective responsibilities of municipalities. Each jurisdiction is entrusted with fulfilling distinct obligations commensurate with its role within the broader governance structure.

Therefore, while acknowledging the variances in tax revenue between the County and cities, it is imperative to recognize that this disparity is intrinsically linked to the divergent mandates and responsibilities inherent to each jurisdiction. Any contention suggesting otherwise overlooks the foundational principles of governance and taxation in California.

In addition, the Health and Safety Code 121690 requires "the governing body of each city, city and county, or county shall maintain or provide for the maintenance of an animal shelter system and rabies control program for the purpose of carrying out and enforcing this section." Further the Government Code, Section 51350, requires "A county which provides services through its appropriate departments, boards, commissions, officers or employees, to any city pursuant to contract or as authorized by law, ***shall*** charge the city all those costs which are incurred in providing the services so contracted or authorized."

Therefore, it is clear these services belong to each respective jurisdiction including financial responsibility.

Fiscal Responsibility: As previously highlighted, it is evident that the fiscal burden for city animal services rightfully falls within the purview of cities responsibility. Continuing to subsidize these services for cities imposes an undue strain on County resources and diverts funds intended for county-wide initiatives. While the County may initially perceive the financial impact as negligible, such as the estimated $240,000 annually, over a decade, this cumulative sum amounts to millions of dollars. These funds could otherwise be allocated toward critical infrastructure projects, such as road maintenance and capital improvements, which are imperative for our community's well-being.

Persisting with such subsidies not only represents unsound public policy but also compounds future challenges. Such decisions, while politically favorable, raise concerns regarding the logical coherence between expenditure and appropriation. At the apex of the fiscal hierarchy, federal expenditures must align with the purpose of the corresponding appropriation. County budgets should not serve to subsidize cities, nor should city budgets subsidize County operations. As per the Principles of Federal Appropriations Law, expenditures must extend beyond mere desirability or importance and must align with their designated purpose within the governing authority.

Solution: During our discussions the County and cities have acknowledged the financial constraints we all face. Compounding this issue is the fact that many cities contend with low population figures, resulting in insufficient tax revenue to support their essential municipal functions. While the attached spreadsheet offers detailed figures and cost breakdowns, at this juncture it may be prudent to adopt a simplified approach. Instituting an average cost per animal and levying charges accordingly to each city as services are rendered could streamline financial transactions and enhance fiscal accountability. This approach ensures that costs are allocated equitably, reflecting the actual utilization of Animal Control services by each city.

Utilizing the FY 22/23 actual animal count at the shelter resulted in 1252 animals housed and cared for at Animal Control. Divide that by the approved 23/24 budget and this equates to an average cost of $862.14 per animal. Cities would be charged this flat amount for animals delivered to Animal Control and field services would continue to be charged directly; no legal services are contemplated. Billing would be on a net 30-day cycle, adjust annually based upon the budget, and any city failing to pay, would not receive any further services.

Recommendation: Discussion and possible direction.

Attachments: Calculation costs per animal spreadsheet
Letter from the City of Plymouth dated October 19, 2023.
Sheriff's Letter to cancel contract with City of Plymouth dated April 1, 2024

c: Chuck Iley, CAO
Evan Jacobs, Animal Control Director
File

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA
PHONE: (209) 223-6375 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org

May 31, 2024

City of Plymouth
Attn: Margaret Roberts, City Manager
PO Box 429
Plymouth, CA 95669

RE: Animal Related Services

Dear Ms. Roberts:

While you were not present yesterday for the meeting held on Thursday, May 30, 2024, regarding Animal Control services, I wanted to clarify some key points during the meeting. I also called and left a message for you yesterday on your direct line, so please call me as I know you may have questions or want to meet.

Beginning July 1, 2024, a flat rate of $862.14 per animal received at Animal Control, from the City or City residents, will be billed to the City on a monthly basis. The rate is calculated based upon the County's FY 2023/24 approved budget divided by the total animal count for FY 2022/23, less any revenues.

For FY 2024/25 we have set a cap of $10,299.19 based upon the 10 year average animal count for Plymouth. Once this amount has been reached, no further invoices will be provided except for field services when specifically requested by the City; those services will be billed directly at an officer's hourly rate of $83.29 for FY 2024/25 plus any ancillary costs such as veterinarian fees. Payment for services will be on a net 30 basis. If payment is not received timely, Animal Control services will cease and the County will refer all future city residents to the City of Plymouth. Please let me know where and who we should refer city residents to should that be necessary.

We discussed that some Cities may want to add fees to help reduce expenses. Therefore, I will be adding a statement to the County's fee schedule informing City residents that additional fees may apply. To ensure collection of additional fees, it may be best for the City to establish their own fee schedule based upon ours. I have provided a copy of our fee schedule, and should the City desire the County to collect those fees, we would need your fee schedule to present to the Board of Supervisors for approval. Otherwise, collection of City imposed fees will be fall upon the City.

The County is currently absorbing the cost of two additional employees and intends to add an officer this year. The annual costs for these employees currently are $225,155.60. While the County will cover these costs for this fiscal year, they will become part of the total cost for FY 2025/26 and will need to be discussed during the development of your City's budget.

Additionally, there were other ideas discussed to help reduce costs, and we encourage the City to explore all options and actively educate your citizens regarding animal ownership. Should you need any information, please feel free to reach out to us as you explore these alternatives.

This letter has been sent via email to you, kindly acknowledge receipt of the email. Please contact me directly at 209-223-6759 should you have any questions.

Sincerely,

Jon Hopkins, General Services Director

Attachments: Amador County Animal Control Fee Schedule

Cc: Chuck Iley, CAO
Evan Jacobs, Animal Control Director
Glen Sptizer, Deputy County Counsel (Appointed GSA Director as of November 2024)
File

ANIMAL INTAKE QUANTITY BY FISCAL YEAR AND MUNICIPALITY

	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	COVID FY19-20	COVID FY20-21	COVID FY21-22	FY22-23	3-Year Average	10-Year Average	10-Year Average Without Covid	Animal Intake FY23-24 (through 11/27/2023)
TOTAL	1695	1715	1569	1633	1644	1486	1179	1011	1109	1252				429
AC	8	8	1	3	5	1	0	1	6	2	3	4	4	0
UNINCORPORATED	1285	1330	1199	1158	1267	1125	907	792	797	947	845	1,081	1187	335
IONE	168	163	112	170	131	135	91	93	77	85	85	123	138	25
JACKSON	135	143	144	138	142	118	94	73	132	131	112	125	136	35
OOC	22	10	30	7	13	16	8	7	9	15	10	14	16	3
PLYMOUTH	17	31	20	19	17	19	14	7	14	12	11	17	19	17
SC	60	30	63	138	89	72	65	38	74	60	57	69	73	14
Check Numbers	1695	1715	1569	1633	1664	1486	1179	1011	1109	1252				

PERCENTAGE OF ANIMAL INTAKE PER FISCAL YEAR BY MUNICIPALITY

	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	COVID FY19-20	COVID FY20-21	COVID FY21-22	FY22-23
AC	0.47%	0.47%	0.06%	0.18%	0.30%	0.07%	0.00%	0.10%	0.54%	0.16%
UNINCORPORATED	75.81%	77.55%	76.42%	70.91%	77.07%	75.71%	76.93%	78.34%	71.87%	75.64%
IONE	9.91%	9.50%	7.14%	10.41%	7.97%	9.08%	7.72%	9.20%	6.94%	6.79%
JACKSON	7.96%	8.34%	9.18%	8.45%	8.64%	7.94%	7.97%	7.22%	11.90%	10.46%
OOC	1.30%	0.58%	1.91%	0.43%	0.79%	1.08%	0.68%	0.69%	0.81%	1.20%
PLYMOUTH	1.00%	1.81%	1.27%	1.16%	1.03%	1.28%	1.19%	0.69%	1.26%	0.96%
SC	3.54%	1.75%	4.02%	8.45%	5.41%	4.85%	5.51%	3.76%	6.67%	4.79%
Check Percentage	99.99%	100.00%	100.00%	99.99%	101.21%	100.01%	100.00%	100.00%	99.99%	100.00%

BUDGET EXPENDITURES LESS INCOMING ACTUAL REVENUES

	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Budget	$805,275	$807,836	$807,621	$791,247	$794,912	$953,708	$ 944,945	$1,002,892	$996,789	$1,188,738	$1,213,249

DEPT	22-23 REVENUE		
2790	42100	Licensing	$27,866.00
2790	46770	Humane Services (Our Fees)	$96,409.39
2790	45242	State Aid Public Safety	$39,015.10
2790	45240	One time Grant ($60k total)	$8,497.44
	EXPENDITURES		$1,188,737.61

ACTUAL 22-23 BUDGET LESS REVENUES:	$1,016,949.68

TOTAL COST PER MUNICIPALITY BY EACH FISCAL YEAR BUDGET LESS REVENUES

	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	COVID FY19-20	COVID FY20-21	COVID FY21-22	FY22-23
AC	$3,784.79	$3,784.79	$483.17	$1,424.24	$2,384.74	$667.60	$0.00	$1,002.89	$5,382.66	$1,627.12
UNINCORPORATED	$610,478.98	$626,476.82	$617,183.97	$561,073.25	$612,638.68	$722,052.33	$726,946.19	$785,665.59	$716,392.25	$769,220.74
IONE	$79,802.75	$76,744.42	$57,664.14	$82,368.81	$63,354.49	$86,596.69	$72,949.75	$92,266.06	$69,177.16	$69,050.88
JACKSON	$64,099.89	$67,373.52	$74,139.61	$66,860.37	$68,680.40	$75,724.42	$75,312.12	$72,408.80	$118,617.89	$106,372.94
OOC	$10,468.58	$4,685.45	$15,425.56	$3,402.36	$6,279.80	$10,300.05	$6,425.63	$6,919.95	$8,073.99	$12,183.90
PLYMOUTH	$8,052.75	$14,621.83	$10,256.79	$9,178.47	$8,187.59	$12,207.46	$11,244.85	$6,919.95	$12,559.54	$9,762.72
SC	$28,506.74	$14,137.13	$32,466.36	$66,860.37	$43,004.74	$46,254.84	$52,066.47	$37,708.74	$66,485.83	$48,711.89

	Average Cost Per Municipality Over 10 Years	Average Cost Per Municipality Without Covid Years	Average Cost Over the previous 3 fiscal Years
AC	$2,054.20	$2,022.35	$2,670.89
UNINCORPORATED	$674,812.88	$645,589.25	$757,092.86
IONE	$74,997.52	$73,654.60	$76,831.37
JACKSON	$78,959.00	$74,750.16	$99,133.21
OOC	$8,416.53	$8,963.67	$9,059.28
PLYMOUTH	$10,299.19	$10,323.94	$9,747.40
SC	$43,620.31	$39,991.72	$50,968.82

	COST PER ANIMAL PER MUNICIPALITY Over 10 Years	COST PER ANIMAL PER MUNICIPALITY WITHOUT COVID YEARS	AVERAGE COST PER ANIMAL PREVIOUS 3 FISCAL YEARS
AC	$587	$506	$890.30
UNINCORPORATED	$624	$544	$895.61
IONE	$612	$535	$903.90
JACKSON	$632	$550	$885.12
OOC	$614	$555	$876.70
PLYMOUTH	$606	$535	$886.13
SC	$633	$547	$888.99

This information does not include any cost from the 23/24 budget and does not include any additional staff costs. This information does not capture actual cost per animal and only averages the cost per animal. This infomration also does not show the actual administrative time spent on city resident phones calls or bite reports, this often requires staff to contact the city, bite victims and owners to close bite investigations or adminstrative issues. If certain donations ceased, medical cost and the budget would go up. No Legal services are included either. No consideration of A-Pal fees.

7.6

CITY COUNCIL AGENDA ITEM NO. 7.6

06/13/2024

SUBJECT: Consider a Resolutions calling for the Election of Council, City Treasurer and City Clerk.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

ADOPT RESOLUTIONS SUBMITTING TO THE VOTERS A MEASURE TO CHANGE THE OFFICE OF THE CITY CLERK AND OFFICE OF THE CITY TREASURER FROM ELECTED OFFICES TO APPOINTED OFFICES AND REQUESTING CONSOLIDATION AT THE NOVEMBER 5, 2024, ELECTION AND FILE NOTICE OF ELECTION.

BACKGROUND

There are three Council Member seats that are up for re-election for their four-year terms and one seat is up for a two-year term to fill the remainder of the term created by the vacancy of Council Member Klinefelter. Also, up for re-election are the City Treasurer and City Clerk, each for four-year terms.

The resolutions states that we will be filing a Notice of Election, submitting an incumbent list and terms of office, requiring that candidate's statements be paid by the candidate, certifying the jurisdiction's boundary map, determining a coin toss as the tie-breaking method, authorizing Amador County Elections Department to conduct the Election and canvass the returns and expressing the intent to reimburse Amador County for the actual costs of the election.

Most cities have changed the elected positions of City Clerk and City Treasurer to appointive rather than elective offices.

City Clerk

More than two-thirds (2/3) of the 482 California cities have switched from the outdated model of an elected City Clerk due to the mandated tasks placed on the City Clerk and professionalization of such office.

City Treasurer

For many California Cities the City Treasurer's focus was on investments of City funds generally after consulting with a Finance Director. California Government Code outlines the responsibilities of the City Treasurer as collection of City taxes and license fees, bank deposit of revenue, and payments to creditors. These tasks are currently being completed by City staff who are overseen by the City Manager.

The Measures would place the question to the voters as to whether the positions of City Clerk and City Treasurer should be converted from elective to appointive.

FISCAL IMPACT

Actual costs of the election will be passed on to the City. The cost is unknown at this time.

RECOMMENDATION

Adopt the Resolutions as presented

ATTACHMENT(S)

1. Resolutions
2. Notice of Election
3. Incumbent List

RESOLUTION NO. 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH, CALIFORNIA, SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF PLYMOUTH A MEASURE ADDING CHAPTER 2.70 (CITY TREASURER) TO TITLE II (ADMINISTRATION) OF THE PLYMOUTH MUNICIPAL CODE TO CHANGE THE OFFICE OF CITY TREASURER FROM AN ELECTED OFFICE TO AN APPOINTED OFFICE, AT A GENERAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024; AND SETTING RULES AND DEADLINES FOR THE SUBMITTAL OF ARGUMENTS FOR AND AGAINST THE MEASURE

WHEREAS, pursuant to California Government Code section 36501(c), the office of the Plymouth City Treasurer is currently an elected office; and

WHEREAS, California Government Code sections 36508 and 36510 provide that:

> "At any municipal election, or a special election held for that purpose, the city council may submit to the electors the question whether the elective officers, or any of them except council members, shall be appointed by the city council; provided, however, that the city council shall not submit such question to the electors more often than once in an 11-month period.
>
> . . . . .
>
> If a majority of the votes cast on the proposition is for it, the city council shall appoint such officers at the expiration of the terms of the officers then in office, and on a vacancy in any such office. Such officers shall hold office during the pleasure of the city council and, notwithstanding [Government Code] Section 36502 to the contrary, are not required to be residents or electors in the city. The city council may by ordinance vest in the city manager its authority to appoint such officers."

WHEREAS, California Elections Code section 9222 authorizes the City Council to submit local measures to the voters; and

WHEREAS, the City Council desires to submit to Plymouth voters a measure that would change the office of City Treasurer from an elected office to an appointed office; and

WHEREAS, the question of an appointed City Treasurer has not been submitted to Plymouth voters within the last 11 months; and

WHEREAS, the City Council desires to consolidate the General Municipal election for the ballot measure described herein with the Statewide General Election to be held on November 5, 2024; and

WHEREAS, the City Council further desires to set rules and deadlines for the submittal of written arguments and rebuttals for and against the measure; and

WHEREAS, the specific terms of the measure are provided for in the ordinance to be considered by the qualified voters, attached hereto as Exhibit "A" (the "Ordinance" or "Measure") and by this reference made an operative part hereof, and in accordance with all applicable laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLYMOUTH, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council of the City hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Submission of Ballot Ordinance/Measure. The City Council of the City, pursuant to its right and authority as contained in California Elections Code section 9222 and Government Code section 36508, hereby orders the Ordinance/Measure attached hereto as Exhibit "A" to be submitted to the qualified voters of the City at the General Municipal election to be held and consolidated with the Statewide General Election on Tuesday, November 5, 2024. The proposed Ordinance shall be in the form attached hereto as Exhibit "A" to this Resolution and is incorporated by this reference as if fully set forth herein.

SECTION 3. Ballot Question. The City Council, pursuant to its right and authority under California Government Code section 36509(c), does hereby order that the ballot question shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the election to be held at the General Municipal election to be consolidated with the Statewide General Election on Tuesday, November 5, 2024, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

""Shall the office of Plymouth City Treasurer be appointive?"	**YES**	
	NO	

SECTION 4. Election Procedures/Request for Consolidation.

A. The City Council consents to the consolidation of the election on this Measure with all other elections being held in the same territory on November 5, 2024, and to hold and conduct the consolidated election in the manner prescribed in Election Code Section 10418.

B. The ballots to be used at the election shall be in the form and content as required by law.

C. In accordance with Section 10403 of the Elections Code, the Board of Supervisors of Amador County is hereby requested to consent to consolidation of the election on this Measure with the Statewide General Election and all other elections being held in the same territory on November 5, 2024, and to having the Registrar of Voters render such election services to the City of Plymouth as may be requested by the City Clerk of said City, the County of Amador to be reimbursed in full for such services as are

performed.

D. The election services which the City of Plymouth requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and guides; the establishment or appointment of precincts, voting centers, and election officers, and making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Plymouth; and the performance of such other election services as may be requested by the City Clerk.

E. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia, or cause such actions to be made, that may be necessary in order to properly and lawfully conduct the election.

F. That the precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Amador; and

G. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

H. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

J. The Amador County Registrar of Voters is hereby authorized to canvass the returns of said election.

K. The City Clerk of the City of Plymouth shall receive the canvass as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.

SECTION 5. Arguments and Analysis.

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including July 30, 2024 at 4:30 p.m. after which no arguments

for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of this Resolution Requesting Consolidation (July 19, 2024). The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters of by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the ordinance or measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."**

SECTION 6. Rebuttals.

A. That pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than August 12, 2024 at 4:30 p.m. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

B. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.

C. That the provisions herein shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

SECTION 7. Placement on the Ballot. The full text of the Ballot Ordinance shall be printed in the voter pamphlet, and a statement shall be printed in the ballot pursuant to Section

9223 of the Elections Code advising voters that they may obtain a copy of this ordinance, the Ballot Ordinance and/or ballot measure, at no cost, upon request made to the City Clerk.

SECTION 8. **Delivery of Resolution to County.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ballot Ordinance attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Amador County and to the Registrar of Voters of Amador County not later than 88 days prior to the General Municipal Election.

SECTION 9. Further Order. that the City Council of the City of Plymouth does hereby further order and (1.) Call for an Election to be held to elect four Council Member seats; 1 City Treasurer; and 1 City Clerk; (2.) Request that its Council Member Election to elect four Council Member seats, one City Treasurer and one City Clerk be Consolidated with the Presidential General Election scheduled for November 5, 2024 as heretofore established; (3.) File its Notice of Election with the Registrar of Voters specifying the elective offices to be filled; (4.) Submit a list of incumbents and terms of offices; (5.) Require that a Candidate's Statement, if desired, is to be paid by the Candidate; (6.) Certify the current boundary map is without change since the last election; (7.) Sets a coin-toss as its tie-breaking method for this election with procedures as previously established by the City of Plymouth City Council Resolution 2024-08 adopted in June 13, 2024; (8.) Authorizes Amador County Elections Department to conduct the election and canvass the returns; and (9.) Intends to reimburse Amador County for the actual costs of this election.

SECTION 10. **CEQA.** The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. **Severability.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. **Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Plymouth, California, at a regular meeting held on this 13TH day of June, 2024.

_____
MARIANNE AKERLAND
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2024-08

I, Victoria McHenry, Deputy City Clerk of the City Council of the City of Plymouth, California, do hereby certify that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Plymouth on the 13TH day of June, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____
VICTORIA MCHENRY
DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____
FRANK SPLENDORIO
CITY ATTORNEY

EXHIBIT "A"

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE PEOPLE OF THE CITY OF PLYMOUTH, CALIFORNIA, ADDING CHAPTER 2.70 (CITY TREASURER) TO TITLE II (ADMINISTRATION) OF THE PLYMOUTH MUNICIPAL CODE TO CHANGE THE OFFICE OF CITY TREASURER FROM AN ELECTED OFFICE TO AN APPOINTED OFFICE.

NOW THEREFORE, THE PEOPLE OF THE CITY OF PLYMOUTH DO ORDAIN AS FOLLOWS:

SECTION 1. Subject to the approval of a majority of the voters of the City of Plymouth at the scheduled election so designated by the City Council in a separate resolution placing this proposal on the ballot for such election, Chapter 2.70 is hereby added to Title II of the Plymouth Municipal Code and shall read as follows:

"**TITLE II: ADMINISTRATION.**

Chapter 2.70
City Treasurer

2.70.010 Position.

As of the November 7, 2028 General Municipal Election, the office of the city treasurer shall be cease to be elected and shall become an appointive office. Pursuant to California Government Code section 36510, such appointive officer shall hold office during the pleasure of the City Council and, notwithstanding Government Code section 36502 to the contrary, shall not be required to be a resident or elector in the City. The City Council may by subsequent ordinance vest in the City Manager its authority to appoint such officer."

2.70.020 Compensation.

The city treasurer is entitled to compensation fixed by resolution of the city council."

SECTION 2. If any portion of this Ordinance is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the Ordinance that is not deemed invalid. The voters of the City hereby declare that they would have circulated for qualification and/or voted for the adoption of this section, and each portion thereof, regardless of the fact that any portion of the initiative may be subsequently deemed invalid.

SECTION 3. To the fullest extent allowed by law, the provisions of this Ordinance shall prevail over, and supersede, all other provisions of the Municipal Code and any ordinances, resolutions or administrative policies of the City of Plymouth which are in conflict with any provision of this Ordinance.

SECTION 4. This section shall not be repealed or amended except by a measure approved by a majority of the electors voting on the issue at a General Municipal Election, or at a special election called for that purpose.

SECTION 5. This Ordinance shall take effect only if approved by a majority of the eligible voters of the City of Plymouth voting at a General Municipal election to be held on November 5, 2024, and shall take effect ten (10) days after the City Council has certified the results of the General Municipal election by resolution.

SECTION 6. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 5, 2024, by signing where indicated below.

I hereby certify that the foregoing Ordinance was passed, approved and adopted by the People of the City of Plymouth on the 5th day of November, 2024.

Dated: _____

_____
MARIANNE AKERLAND
MAYOR

ATTEST:

_____
VICTORIA MCHENRY
DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____
FRANK SPLENDORIO
CITY ATTORNEY

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH, CALIFORNIA, SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF PLYMOUTH A MEASURE ADDING CHAPTER 2.80 (CITY CLERK) TO TITLE II (ADMINISTRATION) OF THE PLYMOUTH MUNICIPAL CODE TO CHANGE THE OFFICE OF CITY CLERK FROM AN ELECTED OFFICE TO AN APPOINTED OFFICE, AT A GENERAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024; AND SETTING RULES AND DEADLINES FOR THE SUBMITTAL OF ARGUMENTS FOR AND AGAINST THE MEASURE

WHEREAS, pursuant to California Government Code section 36501(c), the office of the Plymouth City Clerk is currently an elected office; and

WHEREAS, California Government Code sections 36508 and 36510 provide that:

> "At any municipal election, or a special election held for that purpose, the city council may submit to the electors the question whether the elective officers, or any of them except council members, shall be appointed by the city council; provided, however, that the city council shall not submit such question to the electors more often than once in an 11-month period.
>
> . . . . .
>
> If a majority of the votes cast on the proposition is for it, the city council shall appoint such officers at the expiration of the terms of the officers then in office, and on a vacancy in any such office. Such officers shall hold office during the pleasure of the city council and, notwithstanding [Government Code] Section 36502 to the contrary, are not required to be residents or electors in the city. The city council may by ordinance vest in the city manager its authority to appoint such officers."

WHEREAS, California Elections Code section 9222 authorizes the City Council to submit local measures to the voters; and

WHEREAS, the City Council desires to submit to Plymouth voters a measure that would change the office of City Clerk from an elected office to an appointed office; and

WHEREAS, the question of an appointed City Clerk has not been submitted to Plymouth voters within the last 11 months; and

WHEREAS, the City Council desires to consolidate the General Municipal election for the ballot measure described herein with the Statewide General Election to be held on November 5, 2024; and

WHEREAS, the City Council further desires to set rules and deadlines for the submittal of written arguments and rebuttals for and against the measure; and

WHEREAS, the specific terms of the measure are provided for in the ordinance to be considered by the qualified voters, attached hereto as Exhibit "A" (the "Ordinance" or "Measure") and by this reference made an operative part hereof, and in accordance with all applicable laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLYMOUTH, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council of the City hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Submission of Ballot Ordinance/Measure. The City Council of the City, pursuant to its right and authority as contained in California Elections Code section 9222 and Government Code section 36508, hereby orders the Ordinance/Measure attached hereto as Exhibit "A" to be submitted to the qualified voters of the City at the General Municipal election to be held and consolidated with the Statewide General Election on Tuesday, November 5, 2024. The proposed Ordinance shall be in the form attached hereto as Exhibit "A" to this Resolution and is incorporated by this reference as if fully set forth herein.

SECTION 3. Ballot Question. The City Council, pursuant to its right and authority under California Government Code section 36509(b), does hereby order that the ballot question shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the election to be held at the General Municipal election to be consolidated with the Statewide General Election on Tuesday, November 5, 2024, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

""Shall the office of Plymouth City Clerk be appointive?"	**YES**	
	NO	

SECTION 4. Election Procedures/Request for Consolidation.

A. The City Council consents to the consolidation of the election on this Measure with all other elections being held in the same territory on November 5, 2024, and to hold and conduct the consolidated election in the manner prescribed in Election Code Section 10418.

B. The ballots to be used at the election shall be in the form and content as required by law.

C. In accordance with Section 10403 of the Elections Code, the Board of Supervisors of Amador County is hereby requested to consent to consolidation of the election on this Measure with the Statewide General Election and all other elections being held in the same territory on November 5, 2024, and to having the Registrar of Voters render such election services to the City of Plymouth as may be requested by the City Clerk of said City, the County of Amador to be reimbursed in full for such services as are

performed.

D. The election services which the City of Plymouth requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and guides; the establishment or appointment of precincts, voting centers, and election officers, and making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Plymouth; and the performance of such other election services as may be requested by the City Clerk.

E. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia, or cause such actions to be made, that may be necessary in order to properly and lawfully conduct the election.

F. That the precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Amador; and

G. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

H. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

J. The Amador County Registrar of Voters is hereby authorized to canvass the returns of said election.

K. The City Clerk of the City of Plymouth shall receive the canvass as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.

SECTION 5. Arguments and Analysis.

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including July 30, 2024 at 4:30 p.m. after which no arguments

for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of this Resolution Requesting Consolidation (July 19, 2024). The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters of by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the ordinance or measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."**

SECTION 6. Rebuttals.

A. That pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than August 12, 2024 at 4:30 p.m. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

B. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.

C. That the provisions herein shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

SECTION 7. Placement on the Ballot. The full text of the Ballot Ordinance shall be printed in the voter pamphlet, and a statement shall be printed in the ballot pursuant to Section

9223 of the Elections Code advising voters that they may obtain a copy of this ordinance, the Ballot Ordinance and/or ballot measure, at no cost, upon request made to the City Clerk.

SECTION 8. **Delivery of Resolution to County.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ballot Ordinance attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Amador County and to the Registrar of Voters of Amador County not later than 88 days prior to the General Municipal Election.

SECTION 9. Further Order. that the City Council of the City of Plymouth does hereby further order and (1.) Call for an Election to be held to elect four Council Member seats; 1 City Treasurer; and 1 City Clerk; (2.) Request that its Council Member Election to elect four Council Member seats, one City Treasurer and one City Clerk be Consolidated with the Presidential General Election scheduled for November 5, 2024 as heretofore established; (3.) File its Notice of Election with the Registrar of Voters specifying the elective offices to be filled; (4.) Submit a list of incumbents and terms of offices; (5.) Require that a Candidate's Statement, if desired, is to be paid by the Candidate; (6.) Certify the current boundary map is without change since the last election; (7.) Sets a coin-toss as its tie-breaking method for this election with procedures as previously established by the City of Plymouth City Council Resolution 2024-08 adopted in June 13, 2024; (8.) Authorizes Amador County Elections Department to conduct the election and canvass the returns; and (9.) Intends to reimburse Amador County for the actual costs of this election.

SECTION 10. **CEQA.** The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. **Severability.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. **Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Plymouth, California, at a regular meeting held on this 13th day of June, 2024.

_____
Marianne Akerland
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2024-09

I, Victoria McHenry, Deputy City Clerk of the City Council of the City of Plymouth, California, do hereby certify that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Plymouth on the 13th day of June, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____
VICTORIA MCHENRY
DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____
FRANK SPLENDORIO
CITY ATTORNEY

EXHIBIT "A"

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE PEOPLE OF THE CITY OF PLYMOUTH, CALIFORNIA, ADDING CHAPTER 2.80 (CITY CLERK) TO TITLE II (ADMINISTRATION) OF THE PLYMOUTH MUNICIPAL CODE TO CHANGE THE OFFICE OF CITY CLERK FROM AN ELECTED OFFICE TO AN APPOINTED OFFICE.

NOW THEREFORE, THE PEOPLE OF THE CITY OF PLYMOUTH DO ORDAIN AS FOLLOWS:

SECTION 1. Subject to the approval of a majority of the voters of the City of Plymouth at the scheduled election so designated by the City Council in a separate resolution placing this proposal on the ballot for such election, Chapter 2.80 is hereby added to Title II of the Plymouth Municipal Code and shall read as follows:

"**TITLE II: ADMINISTRATION.**

Chapter 2.80
City Clerk

2.80.010 Position.

As of the November 7, 2028 General Municipal Election, the office of the City Clerk shall be cease to be elected and shall become an appointive office. Pursuant to California Government Code section 36510, such appointive officer shall hold office during the pleasure of the City Council and, notwithstanding Government Code section 36502 to the contrary, shall not be required to be a resident or elector in the City. The City Council may by subsequent ordinance vest in the City Manager its authority to appoint such officer.

2.80.020 Compensation.

The City Clerk is entitled to compensation fixed by resolution of the city council."

SECTION 2. If any portion of this Ordinance is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the Ordinance that is not deemed invalid. The voters of the City hereby declare that they would have circulated for qualification and/or voted for the adoption of this section, and each portion thereof, regardless of the fact that any portion of the initiative may be subsequently deemed invalid.

SECTION 3. To the fullest extent allowed by law, the provisions of this Ordinance shall prevail over, and supersede, all other provisions of the Municipal Code and any ordinances, resolutions or administrative policies of the City of Plymouth which are in conflict with any provision of this Ordinance.

SECTION 4. This section shall not be repealed or amended except by a measure approved by a majority of the electors voting on the issue at a General Municipal Election, or at a special election called for that purpose.

SECTION 5. This Ordinance shall take effect only if approved by a majority of the eligible voters of the City of Plymouth voting at a General Municipal election to be held on November 5, 2024, and shall take effect ten (10) days after the City Council has certified the results of the General Municipal election by resolution.

SECTION 6. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 5, 2024, by signing where indicated below.

I hereby certify that the foregoing Ordinance was passed, approved and adopted by the People of the City of Plymouth on the 5th day of November, 2024.

Dated: _____

_____
MARIANNE AKERLANE
MAYOR

ATTEST:

_____
VICTORIA MCHENRY
CITY CLERK

APPROVED AS TO FORM:

_____
FRANK SPLENDORIO
CITY ATTORNEY

OFFICE OF
REGISTRAR OF VOTERS – Kimberly L. Grady
810 Court Street Jackson, CA 95642-2132 (209) 223-6465 elections@amadorgov.org

Notice of Election
November 5, 2024 Presidential General Election

City of Plymouth

The **Presidential General Election** will be held on Tuesday, **November 5, 2024**. The candidate nomination period opens Monday, **July 15, 2024** and runs through Friday, **August 9, 2024** at 4:30 p.m. If an eligible incumbent does not file for his/her office, the nomination period for that office will be extended to Wednesday, **August 14, 2024** at 4:30 p.m. for anyone other than the incumbent. If an office is vacant, there will not be an extension.

Please indicate the district's current office holders whose terms will expire at the end of **2024** year and any mid-term appointments that must stand for election to a 2 year term. Return this completed form, updated Incumbent List, District Resolution regarding Candidate Statement charges, Certified District Map to the Registrar of Voters before **July 3, 2024**.

INCUMBENT NAME (Full Name)	LENGTH OF TERM (2 years or 4 years)	OFFICE NAME	DIVISION / AREA # (If applicable)
Marianne Joan Ackerland	4 years	City of Plymouth Councilmember	
Douglas Robert Sim	4 years	City of Plymouth Councilmember	
Keith Evan White	4 years	City of Plymouth Councilmember	
Peter Thomas Amoruso	2 years	City of Plymouth Councilmember	
Mclean S. Sonnenberg	4 years	City of Plymouth City Clerk	
Joyce Ann Czerwinsky	4 years	City of Plymouth City Treasurer	

Candidate's qualifications:

[ ] registered voter of district [ ] other: _____
Explain

Candidates must:

[X] qualify at large
[ ] qualify by Division/Trustee Area

Candidates are:

[X] elected at large
[ ] elected by Division/Trustee Area

Candidate's statements are:

[X] paid for by Candidate
[ ] paid for by District

Enclose District Resolution making Candidate Statement determination.

Measures:

[X] The jurisdiction will have a measure or measures on the ballot. **(Please attach a sheet with the proposed wording.)**

THE DISTRICT IS REQUIRED TO FILE A CERTIFIED DISTRICT BOUNDARY MAP OR A RESPONSE INDICATING NO CHANGES WITH THE AMADOR COUNTY REGISTRAR OF VOTERS NO LATER THAN **JULY 3, 2024**

Complete this section:

[X] There were changes to our district boundaries since the last district election

[ ] An updated certified district boundary map is enclosed with this form

[ ] An updated certified district boundary map was provided to the Registrar of Voters on _____

[X] No changes were made to our district boundaries since the last district election.

Dated: 06-04-2024 Margaret S. Roberts Margaret S Roberts
Signature of Person Completing Form

Margaret S. Roberts, City Manager
Print Name and Title of Person Completing Form

P.O. Box 429 Plymouth, CA 95669
Mailing Address

(209) 245-6941 MRoberts@cityofplymouth.org
Telephone E-mail Address

Measure Calendar
Presidential General Election – November 5, 2024

Code references, unless otherwise stated, refer to California Election Code (EC) & Government Code (GC).

Last Day for Measure Consolidation **July 19, 2024** **E-109**	**Resolution Requesting Measure Consolidation -** must be submitted to the Board of Supervisors; a copy of the resolution is to be provided to the Elections Department. **Resolution to include:** Request for ROV to provide services, ballot question (75 word limit), passage requirements, full text (including Tax Rate Statement and Fiscal Impact Report, if applicable). **Cities** - Impartial Analysis to be filed with resolution. **Schools & Districts** – County elections official will request Analysis. ***Date required by Amador County Elections Department*** ***EC§9160, 9222, 9280, 9313, 9500, 10403***
July 19 – July 26 **E-109 – E-102**	**Publication** – Notice of election date, ballot question, primary & rebuttal argument deadlines: • **County, School & Special District Measures,** the required notices will be published by the Elections Department. ***EC§9163, 9502*** • **Municipal Measures**, the **City Clerk** will publish the required notice. ***Date required by Amador County Elections Department*** ***EC§9286, 12102***
July 20 – July 30 **E-108 – E-98**	**10-Day Public Examination Period of Measure** ***Date required by Amador County Elections Department*** ***EC§9190, 9380, 9286, 9295, 9509***
July 30, 2024 **4:30 p.m. on E-98**	**Deadline: <u>Primary</u> Arguments In Favor or Against** Argument deadlines may be different for City Measures, in non-statewide elections, check with the City Clerk. **Date required by *Amador County Elections* Department** ***GC§57146; EC§9162, 9286(b), 9316, 9502***
July 31 – August 10* **E-97– E-87**	**10-Day Public Examination Period for Primary Arguments** (*Deadline adjusted for weekend.) ***Date required by Amador County Elections Department*** ***EC§9190, 9380, 9286, 9295, 9509***
August 12, 2024 **4:30 p.m. on E-85**	**Deadline: <u>Rebuttal</u> to Arguments In Favor or Against** There will only be a rebuttal argument filing period, if both an argument in favor <u>and</u> an argument against are filed during the primary argument period. ***Date required by Amador County Elections Department*** ***EC§9163, 9167, 9285, 9286, 9316, 9317, 9502, 9504***
August 13 – August 23 **E-84 – E-74**	**10-Day Public Examination Period for Rebuttal Arguments** ***Date required by Amador County Elections Department*** ***EC§9190, 9380, 9286, 9295, 9509***
September 6, 2024 **E-60**	**Military & Overseas Voter Information & Ballot Mailing starts** ***EC§3105***
November 5, 2024	**Election Day** ***EC§1000***

*When a deadline falls on a weekend or holiday, such act may be performed on the next business day**.** ***EC§15; GC§6700, 6701***

This calendar is for general information only and does not have the force and effect of law, regulations or rule. In case of conflict, the law, regulation or rule will apply.

Incumbent List by District

District Range: CT04 to CT04

	Incumbent		Regular & Alt Phone Numbers		Term of Office	Begin & End Term Dates
CT04	***City of Plymouth***					
6301	**City of Plymouth Councilmember**					
6301 - 0	**Michael William McLaughlin**		(209)245-6941	Incumbent - Elect..... Yes Residence County..... No Appointed/Elected..... Elected Party..... Incumbent Vacated..... No mmclaughlin@cityofplymouth.org	4	12/12/2022 - 12/14/2026
Res Addr:	*Mail Addr:*	9426 Main St Plymouth, CA 95669				
6302	**City of Plymouth Councilmember**					
6302 - 0	**Marianne Joan Akerland**		(209)245-6941	Incumbent - Elect..... Yes Residence County..... No Appointed/Elected..... Elected Party..... Incumbent Vacated..... No makerland@cityofplymouth.org	~~2~~ 4	12/14/2020 - 12/09/2024
Res Addr:	*Mail Addr:*	9426 Main St Plymouth, CA 95669				
6302 - 4	**Douglas Robert Sim**		(209)245-6941	Incumbent - Elect..... Yes Residence County..... No Appointed/Elected..... Elected Party..... Incumbent Vacated..... No dsim@cityofplymouth.org	~~2~~ 4	12/14/2020 - 12/09/2024
Res Addr:	*Mail Addr:*	9426 Main St Plymouth, CA 95669				
6302 - 6	**Keith Evan White**		(209)245-6941	Incumbent - Elect..... Yes Residence County..... No Appointed/Elected..... Elected Party..... Incumbent Vacated..... No kwhite@cityofplymouth.org	~~2~~ 4	12/14/2020 - 12/09/2024
Res Addr:	*Mail Addr:*	9426 Main St Plymouth, CA 95669				
6303	**City of Plymouth Councilmember - Short Term**					
6303 - 1	**Peter Thomas Amoruso**		(209)245-6941	Incumbent - Elect..... No Residence County..... No Appointed/Elected..... Appointed to Vacancy Party..... Incumbent Vacated..... No pamoruso@cityofplymouth.org	~~4~~ 2	11/02/2023 - 12/09/2024
Res Addr:	*Mail Addr:*	9426 Main St Plymouth, CA 95669				
6305	**City of Plymouth City Clerk**					
6305 - 1	**Mclean S Sonnenberg**		(209)245-6941	Incumbent - Elect..... No Residence County..... No Appointed/Elected..... Appointed to Vacancy Party..... Incumbent Vacated..... No cityclerk@cityofplymouth.org	4	12/14/2020 - 12/09/2024
Res Addr:	*Mail Addr:*	9426 Main St Plymouth, CA 95669				
6307	**City of Plymouth Treasurer**					

	Incumbent		Regular & Alt Phone Numbers		Term of Office	Begin & End Term Dates
CT04	***City of Plymouth***					
6307	**City of Plymouth Treasurer**					
6307 - 0	**Joyce Ann Czerwinsky**		(209)245-6941	Incumbent - Elect..... No Residence County..... No Appointed/Elected..... Appointed In Lieu Party..... Incumbent Vacated..... No citytreasurer@cityofplymouth.org	4	12/14/2020 - 12/09/2024
Res Addr:		*Mail Addr:* 9426 Main St Plymouth CA 95669				

Total Incumbents: 7

7.7

CITY COUNCIL AGENDA ITEM NO. 7.7

06/13/2024

SUBJECT: Consider agreement with 4Leaf, Inc. for Code Enforcement.

DEPARTMENT: City Manager's Office

STAFF: Margaret S. Roberts, City Manager

TITLE

APPROVE AN AGREEMENT WITH 4LEAF, INC. FOR CODE ENFORCEMENT FOR 6 MONTHS FOR AN AMOUNT NOT TO EXCEED $22,680.

BACKGROUND

The City Council has discussed the need for more code enforcement services in Plymouth. Staff has decided to bring in 4Leaf, Inf. (4Leaf) for a 6-month trial period to see if the code enforcement is a better fit than what level of service is currently being provided. 4Leaf will be in Plymouth 1-2 days per week on an as needed basis.

Towards the end of the 6 months, staff will bring back an item to see if the Council would like to continue with 4Leaf or return to our in-house only code enforcement. When I return to the Council, I will have a report on the cases done by both in-house and 4Leaf so the Council can see the work that has been started and completed.

FISCAL IMPACT

There is a $22,260 fiscal impact associated with this item.

RECOMMENDATION

Approve an agreement with 4Leaf, Inc. for code enforcement for a 6-month period in the amount of $22,680.

ATTACHMENT(S)

1. Proposal

4LEAF, INC.
ENGINEERING . CONSTRUCTION MANAGEMENT
PLAN CHECK . BUILDING INSPECTION . PLANNING

Task Order: Code Enforcement Services

DATE: 05/16/24
PROPOSAL NO.: TBD
CLIENT: City of Plymouth
PROJECT: Code Enforcement Services
LOCATION: 9426 Main St
Plymouth, Ca 95669

ITEM: I CODE ENFORCEMENT SERVICES	4LEAF PERSONNEL	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
Code Enforcement Officer I	Jason McKinley	216	$105	$22,680
			Preliminary Estimated Fees	***$22,680***
			Project Management & Administration	***$0***
			Total Preliminary Estimated Fees	***$22,680***

Estimate is for 4LEAF to provide Code Enforcement Services to the City of Plymouth.

Scope of Work: *4LEAF will provide a qualified Code Enforcement Officer to perform enforcement services for the City.*

This assignment is for 1 to 2 days/week as needed. The City may extend these services as-needed.

This is a time and materials estimate for these services and will be in accordance with the terms and conditions of 4LEAF's On-Call Services Agreement.

4LEAF will bill the rate of $105/hour for a Standard level Code Enforcement Officer. All work will be billed at 4 hour minimums and billed in 4 hour incraments.

This cost estimate is for a 8hr work week for the period of 05/28/24 - 11/29/24 or 6 months. The cost for services is an approximate number for 1 day per week.

Personnel may be subject to change.

7.8

CITY COUNCIL AGENDA ITEM NO. 7.8

06/13/2024

SUBJECT: Adopt a Resolution approving a Project List for Fiscal Year 2024-25.

DEPARTMENT: Public Works

STAFF: Cathleen Johnson/Public Works Director

TITLE/RECOMMENDATION

ADOPT RESOLUTION 2024-10, APPROVING A LIST FOR FISCAL YEAR 2024-25 INCLUDING PROJECTS TO BE FUNDED BY SB1 FUNDS: THE ROAD REPAIR AND ACCOUNTABILITY ACT.

BACKGROUND

The City of Plymouth is eligible to receive a specific amount of funds from SB1 the Road Repair and Accountability Act of 2017. Commonly referred to as the "Gas Tax" fund.

Approval of a Resolution with a List of Projects adopted by the City Council at a regular Council meeting is an eligibility requirement. An adopted and signed Resolution needs to be submitted to the California Transportation Commission by July 1, 2024. Staff is suggesting the following projects for the 2024-25 fiscal year.

Project 1 Location: Locust/Mill/Poplar/SR 49 Intersection

Project Description: Reconfigure intersection connecting state highway to residential streets to reduce entry into neighborhood at high speeds.

Project 2 Location: Landrum Street west of intersection with Church Street

Project Description: Correct drainage issues and repave 600' of damaged roadway.

SB1 funding helps the City maintain and rehabilitate selected streets/roads, and active transportation infrastructure.

The attached Resolution includes the City's SB1 Project List for approval and adoption by the Council.

FISCAL IMPACT

The City is eligible to receive SB1 funds of approximately $36,691. There is no fiscal impact at this time but at the time of the project there will be City expenditures. The City Engineer's estimated project cost for Locust/Mill/Poplar/HWY 49 Intersection Project is $90,000. The City Engineer's estimated project cost for the Landrum Street Project is $70,000. It may be possible to use Road Maintenance and Rehabilitation funds of $27,687 in the Highway User Tax account.

ATTACHMENT(S)

1. Resolution 2024-10
2. 2024-25 SB1 Project List

RESOLUTION NO. 2024-10

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City is aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $36,691 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 1 street and 1 intersection, throughout the City this year and

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Plymouth, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

   Project Title: Locust/Mill/Poplar/SR 49 Intersection Concept Plan
   Project Description: Reconfigure intersection connecting state highway to residential streets to reduce entry into neighborhood at high speeds.
   Project Location: Locust/Mill/Poplar/SR 49 Intersection

Estimated Project Schedule: Start (08/2024)– Completion (06/2024) based on the component being funded with RMRA funds
Estimated Project Useful Life: 40 years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: Landrum Street Road Repair
Project Description: Correct drainage issues and repave 600' of damaged roadway.
Project Location: Landrum Street west of intersection with Church Street
Estimated Project Schedule: Start (10/2024)– Completion (06/2024) based on the component being funded with RMRA funds
Estimated Project Useful Life: 20 years

PASSED AND ADOPTED by the City of Plymouth City Council of the at a regular City Council meeting held on the 13th day of June,2024, by the following called vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

_____

Marianne Akerland, Mayor

ATTEST:

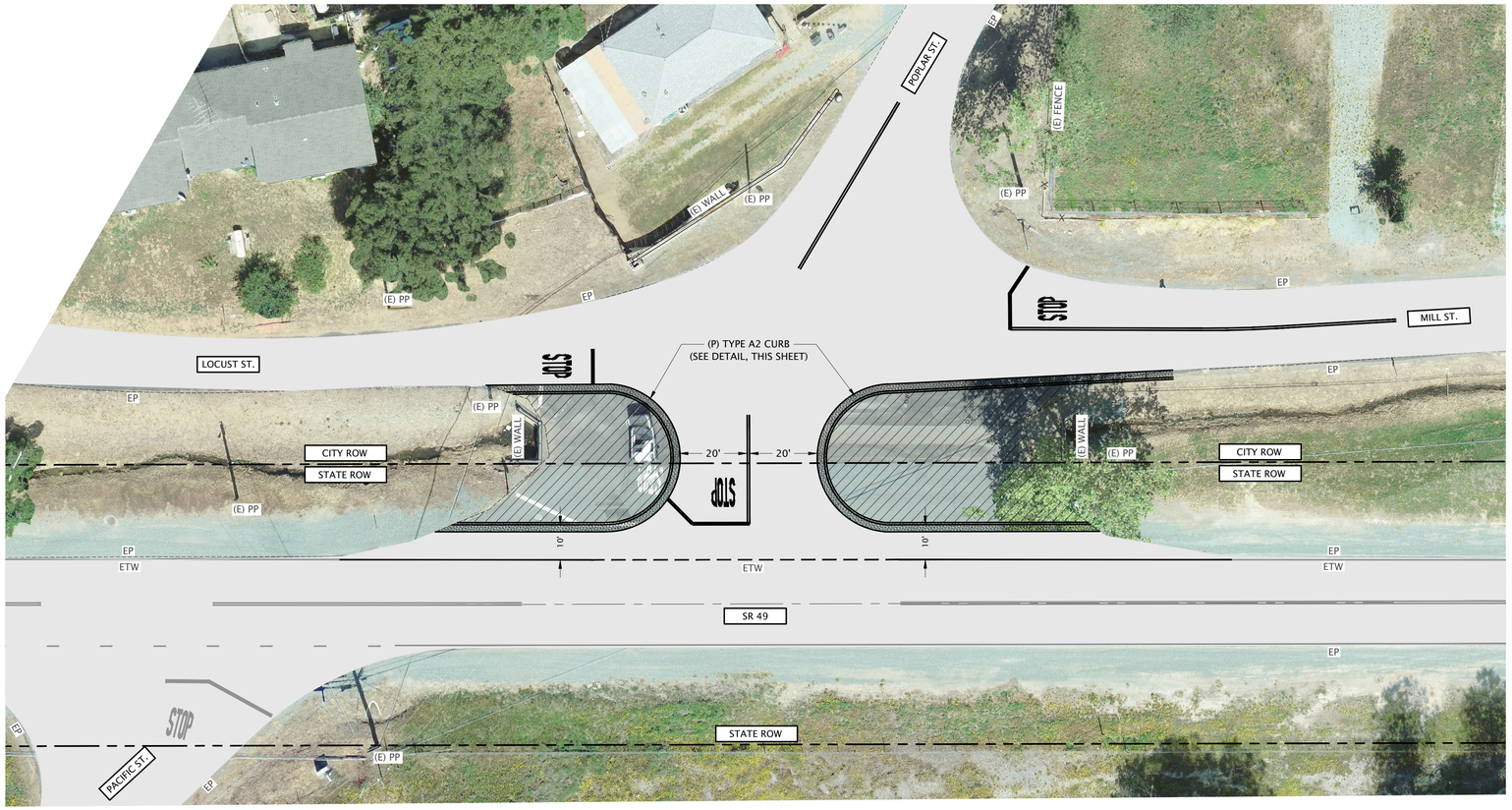
BY: _____

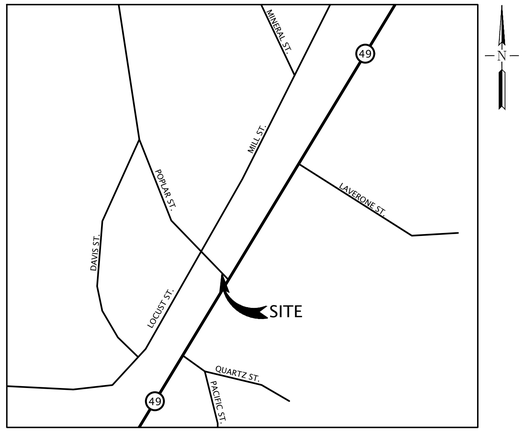
Victoria McHenry, Deputy City Clerk

SB1 Road Maintenance and Rehabilitation Project List Fiscal Year 2024-25

1. Project Title: Locust/Mill/Poplar/SR 49 Intersection Concept Plan
   Project Description: Reconfigure intersection connecting state highway to residential streets to reduce entry into neighborhood at high speeds.
   Project Location: Locust/Mill/Poplar/SR 49 Intersection
   Estimated Project Schedule: Start (08/2024)– Completion (06/2024) based on the component being funded with RMRA funds
   Estimated Project Useful Life: 40 years

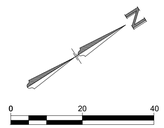
2. Project Title: Landrum Street Road Repair
   Project Description: Correct drainage issues and repave 600' of damaged roadway.
   Project Location: Landrum Street west of intersection with Church Street
   Estimated Project Schedule: Start (10/2024)– Completion (06/2024) based on the component being funded with RMRA funds
   Estimated Project Useful Life: 20 years





VICINITY MAP

NOT TO SCALE



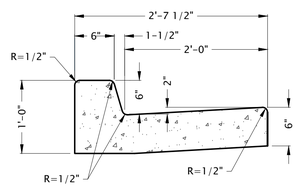
PROPOSED
INTERSECTION MODIFICATION

LEGEND:

(E)	EXISTING
(P)	PROPOSED
PP	(E) POWER POLE
	ROW (RIGHT OF WAY)
	EDGE PAVEMENT
	CENTERLINE
	ETW (EDGE TRAVELED WAY)
	(P) TYPE A2 CURB

HATCH LEGEND:

	(E) ASPHALT SURFACE
	(E) ASPHALT SURFACE TO BE REMOVED
	(P) CONCRETE



TYPE A2 CURB

NOT TO SCALE

REVISIONS

REV. No.	DESCRIPTION	REV. DATE	BY
1			
2			
3			
4			
5			
6			

WEBER, GHIO & ASSOCIATES
civil engineering consultant
394 E. SAINT CHARLES ST. | PO BOX 251 | SAN ANDREAS, CA 95249
(209) 754-1824

PROPOSED INTERSECTION MODIFICATION FOR

STATE ROUTE 49 AND MILL / POPLAR STREET

AMADOR COUNTY CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
MATTHEW STEPHEN OSPITAL
No. 76594
CIVIL
STATE OF CALIFORNIA

PRJ. No.:	3078
DATE:	06/06/2024
SCALE:	AS SHOWN
DRAWN BY:	DMV
CHECKED BY:	MSO

EXH

SHT. 1 OF SHT. 1