

AGENDA

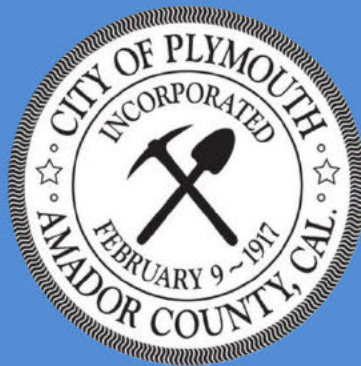
CITY OF PLYMOUTH

City Council

REGULAR MEETING

THURSDAY, DECEMBER 11, 2025

Council Chambers
9426 Main Street, Plymouth, California



Wendy Cranford, Mayor

Don Nunn, Vice Mayor

Wendy Bottomley, Council Member

Holger Hornisch, Council Member

Deborah Dill, Council Member

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



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

City Council Chambers - 9426 Main Street - Plymouth, CA

In-person participation by the public is permitted. Alternatively, remote/electronic public participation is available in one of the following ways:

City of Plymouth's City Council Zoom Meeting

Meeting ID: 934 6752 9771 **Passcode:** 884779

Join via link: <https://zoom.us/j/93467529771?pwd=nH0gyPbbcTIUrWPNitKFdgUhl5WoL2.1>

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

Wendy Cranford, Mayor

Don Nunn, Vice Mayor

Holger Hornisch, Council Member

Wendy Bottomley, Council Member

Deborah Dill, Council Member

MISSION STATEMENT

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

1. CALL TO ORDER/ROLL CALL:

- Roll Call
- Pledge of Allegiance

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

3. REGULAR MEETING PUBLIC COMMENT

Under provisions of the Government Code, citizens wishing to address the Council for any matter not on the agenda may do so at this time. Please submit a completed Speaker Submittal Form to the City Clerk. Comments are limited to three minutes or less and speakers are requested to state their name and community of residence. For public comments on agenda items, speakers will be called by the Mayor at the point on the agenda when the item will be heard. The City Council is prohibited from materially discussing or acting on any item not on the agenda unless it can be demonstrated to be of an emergency nature or an urgent need to take immediate action arose after the posting of the agenda.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 CONSIDERATION OF TWO PLANNING COMMISSION APPOINTMENTS

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 NOVEMBER 13, 2025

December 11, 2025

AGENDA

1

- 5.3 APPROVE THE SPECIAL MEETING MINUTES OF NOVEMBER 19, 2025
- 5.4 RECEIVE NOVEMBER WARRANT REGISTER
- 6. PUBLIC HEARINGS: NONE
- 7. REGULAR AGENDA ITEMS:
 - 7.1 CONSIDERATION OF ACRA DISSOLUTION AND EXECUTION OF ACKNOWLEDGMENT LETTER
 - 7.2 TOWN HALL PLANNING FOR PUBLIC FEEDBACK ON THE IONE BAND OF MIWOK INDIANS' CASINO PROJECT
 - 7.3 APPROVAL OF AUDITOR SERVICES FOR OUTSTANDING FINANCIAL AUDITS FOR FY 2021 TO FY 2025
 - 7.4 UPDATE EMPLOYEE HANDBOOK AND MUNICIPAL CODE REVISIONS – DIRECTION FOR FUTURE COUNCIL CONSIDERATION
 - 7.5 AUTHORIZATION TO CONTINUE BULK WATER SUPPLY FOR MOOREFIELD CONSTRUCTION FOR THE ACORN RIDGE CASINO PROJECT
 - 7.6 REPORT ON ENCROACHMENT PERMIT ACTIVITY RELATED TO MOOREFIELD CONSTRUCTION AND THE ACORN RIDGE CASINO PROJECT
 - 7.7 RECOMMENDATION OF AWARD FOR ZINFANDEL SERVICES DISTRICT – DITCH REPAIR PROJECT
 - 7.8 CITY COUNCIL REORGANIZATION – SELECTION OF MAYOR AND VICE MAYOR
- 8. CITY MANAGER'S REPORT
- 9. MAYOR & COUNCIL MEMBERS' REPORTS AND COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS:
- 10. CLOSED SESSION:
 - 10.1 LIABILITY CLAIMS: ONE CLAIM
 - CLAIM BY OUTFRONT MEDIA, LLC AGAINST THE CITY OF PLYMOUTH
- 11. ADJOURNMENT

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

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

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

ADDITIONAL INFORMATION

to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the City Clerk's office located in Plymouth City Hall and at the time of the meeting. Persons interested in proposing an item for the City Council Agenda should contact a member of the City Council, or the City Manager.

NOTICE:

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Victoria McHenry, City Clerk for the City of Plymouth, declare that the foregoing agenda for December 11, 2025, Regular Meeting of the Plymouth City Council was posted and available for review on December 8, 2025, at the City Hall of the City of Plymouth, 9426 Main Street, Plymouth, California, 95669. The agenda is also available on the city website at cityofplymouth.org.

Signed at Plymouth, California

//s//

Victoria McHenry City Clerk

3

PUBLIC COMMENT

4

**PRESENTATIONS
PROCLAMATIONS
APPOINTMENTS**

4.1



CITY COUNCIL AGENDA ITEM NO. 4.1
12/11/2025

SUBJECT: Planning Commission Appointments – Council Member Bottomley and Council Member Dill

DEPARTMENT: City Manager’s Office

STAFF: Interim City Manager Cameron Begbie

TITLE

CONSIDERATION OF TWO PLANNING COMMISSION APPOINTMENTS

BACKGROUND

The City of Plymouth Planning Commission is composed of five members, all of whom must be residents of the City pursuant to PMC § 2.60.010, with each commissioner appointed by an individual City Council member under PMC § 2.60.020. At this time, two vacancies exist on the Commission, corresponding to the appointment authority of Council Member Bottomley and Council Member Dill. Council Member Bottomley has recommended the appointment of Micah Malcolm, who meets all eligibility requirements set forth in the municipal code. Council Member Dill has recommended Ilse “Micki” East, who likewise satisfies the requirements of PMC § 2.60.010. In both cases, the recommended appointees are qualified residents of the City and their terms, upon confirmation, will be co-extensive with the terms of the respective Council Members making the appointments. These recommendations are therefore consistent with the standards and procedures established by the City’s Planning Commission ordinance.

Both candidates have been spoken to and understand the commitment required for the Planning Commission. No other interest has been shown from members of the community in the form of letters, email correspondence, or verbally. Notice of Planning Commission vacancy seeking letters of interest was posted on the City’s website, bulletin board, post office, library, and social media.

ENVIRONMENTAL DETERMINATION

This action involves only the appointment of public officials and therefore does not constitute a project under CEQA or NEPA, requiring no further environmental review



CITY COUNCIL AGENDA ITEM NO. 4.1
12/11/2025

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends the City Council discuss and possibly appoint the candidates to the Planning Commission.

ATTACHMENT(S)

1. None

5.1

CORRESPONDENCE

5.2



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING MINUTES **DRAFT**
Thursday November 13, 2025
6:30 PM**

City Council Chambers - 9426 Main Street - Plymouth, CA

Wendy Cranford, Mayor

Don Nunn, Vice Mayor

Holger Hornisch, Council Member

Wendy Bottomley, Council Member

Deborah Dill, Council Member

MISSION STATEMENT

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

- 1. CALL TO ORDER/ROLL CALL:** Called to order at 6:30 p.m.
- COUNCIL MEMBERS' PRESENT:** Wendy Cranford, Don Nunn, Deborah Dill, Holger Hornisch, Wendy Bottomley
- COUNCIL MEMBERS ABSENT:** None
- STAFF/ADVISORY PRESENT:** Andreas Booher, City Attorney, Cameron Begbie, Interim City Manager, Victoria McHenry, City Clerk, Dana Knight, Audio/Video Technician, Canaan Quinn, Public Works Superintendent, Brady McCartney, WWTP Operator
- STAFF/ADVISORY ABSENT:** None

Flag Salute led by Mayor Cranford

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF NOVEMBER 13, 2025

Council Member Hornisch motioned to approve the City Council Regular Meeting Agenda for November 13, 2025. Second by Council Member Dill. Motion passed with a roll call vote of 5-0.

3. REGULAR MEETING PUBLIC COMMENT

Patricia Angeja from Lone spoke about the consolidation plan and mentioned the horrible conditions of the schools. She would like the cities to work together to collaborate for what is best for the kids. Ms. Angeja also spoke about Amador Heart of Gold and how they support families with childhood cancer.

Jon Colburn asked who authorized a commercial connection for the tribe. He also recommended that the City look at the record and decision for TOT taxes after the tribal land was taken into trust.

Stephanie Moreno thanked the City Attorney for getting the agenda and packet back on the webpage. She asked to have the mobile version updated as well. Ms. Moreno also asked that the City consider putting resource options that are available in our county to help low-income families.

Robert Moody stated that every morning when he goes on his walk the Arbor Tree Company has their trucks parked in the walking path. He also asked if the City was still going to receive the flashing speed zone signs. Public Works Superintendent Canaan Quinn stated that they were on order, and it was still in the works to be completed.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 PROCLAMATION DECLARING NOVEMBER AS NATIONAL INDIAN HERITAGE MONTH

Mayor Cranford read the proclamation into record.

5. CONSENT CALENDAR ITEMS:

5.1 CORRESPONDENCE

5.2 APPROVE THE REGULAR MEETING MINUTES OF OCTOBER 23, 2025

5.3 WARRANT REGISTER – OCTOBER

Council Member Dill motioned to approve the consent calendar. Second by Council Member Bottomley. Motion passed with a roll call vote of 5-0.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

7.1 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BELFOR PROPERTY RESTORATION FOR RESTORATION AND INVENTORY OF CONTAMINATED CITY RECORDS

Stephanie Moreno applauded Interim City Manager Begbie for taking the time to take care of this problem. She hopes critical documents will be determined by the City. Ms. Moreno also recommended that the council authorize more funds than Belfor quoted as she feels it will cost more to save the records. She also inquired about the Cemetery Map and hopes that this map was not among the destroyed documents.

Rosemarie Moody asked if we checked the other storage containers for damages. Interim City Manager Begbie stated that the Belfor representative checked and stated they were okay.

Council Member Dill motioned to authorize the Interim City Manager to execute an agreement with Belfor Property Restoration for restoration and inventory of contaminated City records not to exceed \$10,000. Second by Council Member Hornisch. Motion passed with a roll call vote of 5-0.

7.2 DISCUSSION AND POSSIBLE ACTION TO APPROVE TOT GRANT REQUEST FOR THE CHALLENGE OF CHAMPIONS RODEO FOR UP TO \$15,000.

Craig Williams stated he understands the TOT financial situation and hopes that the council will approve the grant to ensure that the event stays in Plymouth. He also submitted an updated grant and letter as written public comment.

Jon Colburn believes the Challenge of Champions will bring TOT monies to Plymouth. He feels we are lucky to have this event. Mr. Colburn feels it is character building for young people and hopes the City will support it.

Stephanie Moreno feels it is a wonderful event but feels it is a lot of money. She thinks that it would be more beneficial for the council to use these monies to help businesses in town directly and that would benefit the TOT funds. She would like the council to consider a smaller amount this year.

Elizabeth Chapin Pinotti stated as one who pays TOT taxes that the Challenge of

Champions brings support to those who generate TOT funds. She would hate to see the City lose this event. Ms. Chapin Pinotti made the point that the council grants TOT funds to events that don't produce TOT taxes. She'd like to see them focus on events that generate TOT funds.

Council Member Hornisch motioned to approve a TOT Grant Request for the Challenge of Champions in the amount of \$7,500. Second by Council Member Bottomley. Motion passed with a roll call vote of 4-1, with Vice Mayor Nunn opposing.

A break was taken at 7:42pm and reconvened at 7:49pm.

7.3 DISCUSSION AND POSSIBLE ACTION TO DELEGATE AUTHORITY TO THE INTERIM CITY MANAGER TO EXECUTE CONTRACTS ALLOWING SEPTAGE DISPOSAL AT THE CITY OF PLYMOUTH WASTEWATER TREATMENT PLANT.

Stephanie Moreno complimented Interim City Manager for the innovative idea. She is not opposed to it but hopes the council will be more thoughtful and make sure to check the permit. Ms. Moreno would like the council to consult with the water board. She also encouraged the City to file a Notice of Exemption to limit our exposure to potential litigation. Ms. Moreno also thinks that the revenue from this should be incorporated into the rate study.

Jon Colburn feels that this would be a lot of risk. He is afraid something will go into the system that will generate the need for repairs.

Rosemarie Moody wondered where they would be dumping, she is hoping it won't affect the quality of life of any residents. She asked if there was a standard rate to dump. Ms. Moody asked if there would be precautions taken so there would not be an overflow like in 2022.

Robert Moody asked if it is private party tanks that would be dumping. He said that it would be solids that would be dumped and was concerned about that.

Wastewater Treatment Plant Operator Brady McCartney was present at the meeting to answer any questions. He addressed the issues brought up from the public comments.

Vice Mayor Nunn motioned to delegate authority to the Interim City Manager to execute contracts allowing septage disposal at the City of Plymouth WWTP. Second by Council Member Dill. Motion passed with a roll call vote of 5-0.

Mayor Cranford thanked Interim City Manager Begbie again for this idea. Interim City Manager Begbie appreciated the thanks but gave all accolades to the WWTP Operator Brady McCartney and the Public Works Department for helping this idea come to fruition.

8. CITY MANAGER'S REPORT

Interim City Manager Begbie spoke about the great turnout for the Veteran's Day event at Veterans Park. He thanked Rotary for partnering with the City to put on the event. Interim City Manager Begbie stated he spoke with Environmental Health and worked out the issues for Arrowhead Acres to use one of our Pop Ups. He stated the Sherriff Toy Drive will be starting soon and there will be a box here at City Hall and also at Lava Dog for toy drop offs. Interim City Manager Begbie mentioned the food pantry located in the park spearheaded by Elizabeth Chapin Pinotti and other citizens who contributed to the pantry. Interim City Manager Begbie noted that Administrative Analyst Dana Knight would be leaving the City of Plymouth to work for the City of Jackson. He thanked her for her service to the City and staff gave her flowers.

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

Council Member Hornisch stated that the RFP for ZR swale work will be happening soon. He said there was a food drive at Vintners Park and the food would be added to the pantry. Council Member Hornisch is concerned about the walking path and is hoping to see the poles that block golf carts from using these paths. He also feels that the speed limit in the crosswalk area to be lowered for the safety of those using the crosswalk across highway 49.

Vice Mayor Nunn would like the Flock camera use being added to an upcoming agenda. He is concerned that the City might be sued without a policy regarding permits of permissions for the use of Flock cameras. Vice Mayor Nunn also would like the Old Sacramento Road issue added to an upcoming agenda.

Mayor Cranford thanked Supervisor Oneto for being present at the meeting. She commented about the Community Planting Day at Veteran's Park and gave a shout out to all those involved. Mayor Cranford stated that they had one citizen come to Coffee with the City Manager and Mayor. She said there was great conversation and encouraged citizens to attend one. Mayor Cranford stated that she and Interim City Manager Begbie were interviewed at KGVC recently. She also stated that there is an Angel Tree put out by Nexus. Mayor Cranford stated that the Veteran's Day event was awesome. She reminded everyone that Robyn Schall would be here to receive her Key to the City on November 19th. Mayor Cranford attended the ACRA meeting and confirmed they are dissolving. She said that the City must add it as an agenda item to formally withdraw from ACRA. Mayor Cranford would like to have a hiring policy put on the agenda. Interim City Manager Begbie stated that BBK is working on this policy. Mayor Cranford would like to have a townhall or workshop meeting regarding the casino and she would also like to have an Ad Hoc committee formed to meet with the lone Band of Miwok Indians added to the next agenda. Mayor Cranford mentioned that the first Holiday Home Tour in Plymouth will be on December 6th, the same day as the Christmas Market.

10. CLOSED SESSION:

ADJOURNED INTO CLOSED SESSION AT 8:43PM

10.1 CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6) UNREPRESENTED EMPLOYEE: CITY MANAGER

Stephanie Moreno is concerned about this item and how it is worded on the agenda. She stated that the council cannot talk about City Manager recruitment and feels it's unfair to Interim City Manager Begbie to make it appear that way.

Rosemarie Moody asked what this item was about and was hoping they were not discussing salary and benefits for the Interim City Manager since he hasn't been here very long. She also wondered why there were no financial reports presented yet.

10.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOV. CODE § 54956.9 – SIGNIFICANT EXPOSURE TO LITIGATION – 1 CASE

Stephanie Moreno asked about the terms of the potential litigation items. She wondered why there had been no report outs and reminded the council that they are required to do so.

11. ADJOURNMENT FROM CLOSED SESSION AT 9:38PM

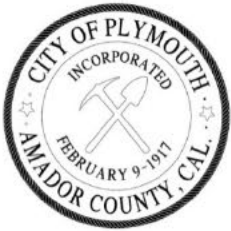
Reporting out claim by Curtis Cantwell against the City of Plymouth has been settled for \$10,000. No other reportable action was taken.

Respectfully Submitted at Plymouth, California

//s//

Victoria McHenry City Clerk

5.3



**CITY OF PLYMOUTH CITY COUNCIL
SPECIAL MEETING MINUTES **DRAFT**
Wednesday, November 19, 2025
5:00 PM**

City Hall - 9426 Main Street - Plymouth, CA

Wendy Cranford, Mayor

Don Nunn, Vice Mayor

Holger Hornisch, Council Member

Wendy Bottomley, Council Member

Deborah Dill, Council Member

MISSION STATEMENT

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

- 1. CALL TO ORDER/ROLL CALL:** Called to order at 5:02 pm
- COUNCIL MEMBERS' PRESENT:** Wendy Cranford, Don Nunn, Wendy Bottomley
- COUNCIL MEMBERS ABSENT:** Deborah Dill, Holger Hornisch
- STAFF/ADVISORY PRESENT:** Cameron Begbie, Interim City Manager, Victoria McHenry, City Clerk,
- STAFF/ADVISORY ABSENT:** Andreas Booher, City Attorney

Flag Salute led by Mayor Cranford

2. APPROVAL OF CITY COUNCIL SPECIAL MEETING AGENDA OF NOVEMBER 19, 2025

Council Member Bottomley motioned to approve the City Council Special Meeting Agenda for November 19, 2025. Second by Vice Mayor Nunn. Motion passed with a roll call vote of 3-0, with Council Member Hornisch and Council Member Dill absent.

3. SPECIAL MEETING PUBLIC COMMENT: NONE

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS:

4.1 PRESENTATION TO ROBYN SCHALL – KEY TO THE CITY/PROCLAMATION

Mayor Cranford acknowledged some letters of support that the City received for Robyn Schall. She then read the proclamation into record and presented Robyn Schall with the Key to the City.

Robyn Schall expressed her gratitude to Mayor Cranford for this opportunity. She stated she was honored to receive the Key to the City. She accepted it on behalf of her "kids" and thanked them for their support as well. Ms. Schall stated that the City of Plymouth was a beautiful and quaint place. She enjoyed learning more about the City and wine region. Ms. Schall encouraged everyone to support and visit Plymouth.

5. ADJOURNMENT AT 5:12 PM

Respectfully Submitted at Plymouth, California

//s//

Victoria McHenry City Clerk

5.4

12/05/25
11:20:50

CITY OF PLYMOUTH
Check Register for Wells Fargo Checking
For the Accounting Period: 11/25

Page: 1 of 3
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99896	E	403 PAYA SERVICES INC	191.85	11/13/25	11/25	CL 3916	191.85
30307	C S	423 3E Business Solutions	0.00	11/06/25		CL 3947	
30308 *	S	359 AMADOR COUNTY ANIMAL CONTROL	5239.47	11/06/25		CL 3920	5239.47
30309	S	26 AMADOR COUNTY FAIR	715.00	11/06/25		CL 3915	715.00
30310	S	384 ANDY HEATH FINANCIAL SERVICES	2610.00	11/06/25		CL 3948	2610.00
30311	S	303 ASCENT ENVIRONMENTAL, INC	19295.16	11/06/25		CL 3939	19295.16
30312	S	45 BEST BEST & KRIEGER	12361.20	11/06/25		CL 3888	12361.20
30313	S	418 CALIFORNIA LANDSCAPING & DESIGN INC.	6850.00	11/06/25		CL 3944	6850.00
30314	C S	999999 CANAAN QUINN	0.00	11/06/25		CL 3946	
30315 *	S	89 MICHELE GERMAN-DAVIS	2305.00	11/06/25		CL 3904	2305.00
30316	S	178 PACIFIC GAS & ELECTRIC	1776.24	11/06/25		CL 3926	1776.24
30317	S	423 3E Business Solutions	2340.00	11/06/25		CL 3947	2340.00
30318	S	999999 CANAAN QUINN	88.99	11/06/25		CL 3946	88.99
30319	S	303 ASCENT ENVIRONMENTAL, INC	3759.84	11/13/25		CL 3949	3759.84
30320	S	41 AT&T MOBILITY	710.67	11/13/25		CL 3914	710.67
30321	S	66 CALIFORNIA LABORATORY SERVICES	501.00	11/13/25		CL 3900	501.00
30322	S	76 CLARK PEST CONTROL	361.00	11/13/25		CL 3911	361.00
30323	S	334 FIRE RISK MANAGEMENT SERVICES	3895.86	11/13/25		CL 3897	3895.86
30324	S	181 PAYCHEX INC.	402.40	11/13/25		CL 3899	402.40
30325	S	201 SHENANDOAH STATION	890.30	11/13/25		CL 3912	890.30
30326	S	141 SUPERIOR PLUS ENERGY SERVICES INC	190.09	11/13/25		CL 3894	190.09
30327	S	34 AMADOR WATER AGENCY	40606.95	11/25/25		CL 3891	40606.95
30328	S	254 AT&T	221.08	11/25/25		CL 3942	221.08
30329	S	255 AT&T	112.70	11/25/25		CL 3903	112.70

12/05/25
11:20:50

CITY OF PLYMOUTH
Check Register for Wells Fargo Checking
For the Accounting Period: 11/25

Page: 2 of 3
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
30330	S	256 AT&T	31.54	11/25/25		CL 3901	31.54
30331	S	253 BAHALA NA CORP	226.34	11/25/25		CL 3896	226.34
30332	S	63 CA DEPT OF TAX AND FEE ADMIN	588.80	11/25/25		CL 3954	588.80
30333	S	999999 CHANDRA PHO	340.62	11/25/25		CL 3950	340.62
30334	S	75 CITY OF PLYMOUTH	423.49	11/25/25		CL 3898	423.49
30335	S	78 COMCAST	156.44	11/25/25		CL 3889	156.44
30336	S	73 FIRST-CITIZENS BANK & TRUST CO	311.40	11/25/25		CL 3922	311.40
30337	S	999999 JAMES TAYLOR	2226.20	11/25/25		CL 3957	2226.20
30338	S	147 LEDGER DISPATCH	954.52	11/25/25		CL 3940	954.52
30339	S	999999 MARGARET ROBERTS	23.19	11/25/25		CL 3951	23.19
30340	S	164 NBS	2113.95	11/25/25		CL 3909	2113.95
30341	S	320 PAC MACHINE COMPANY	1980.28	11/25/25		CL 3955	1788.65
						CL 3956	191.63
30342	S	178 PACIFIC GAS & ELECTRIC	9553.37	11/25/25		CL 3927	8422.66
						CL 3928	1130.71
30343	S	383 QUADIENT FINANCE USA INC	500.00	11/25/25		CL 3919	500.00
30344	S	389 QUADIENT LEASING USA, INC	535.39	11/25/25		CL 3908	535.39
30345	S	247 WEBER, GHIO & ASSOCIATES, INC	6510.50	11/25/25		CL 3941	6510.50
30346	S	393 WIZIX TECHNOLOGY GROUP, INC	298.40	11/25/25		CL 3918	81.89
						CL 3953	216.51
30347	S	999999 ZACHARY JAENISCH	154.47	11/25/25		CL 3952	154.47

Total for Claim Checks 132353.70
Count for Claim Checks 42
* Denotes missing check number(s)
of Checks: 42 Total: 132353.70

12/05/25
11:20:51

CITY OF PLYMOUTH
Fund Summary for Claim Check Register
For the Accounting Period: 11/25

Page: 3 of 3
Report ID: AP110

Fund/Account	Amount
1 General Fund	
101001	62,107.94
10 Gas Tax Fund	
101001	1,149.19
33 Miwok Indian Project Fund	
101001	308.20
40 Water Enterprise Fund	
101001	44,870.15
50 Sewer Enterprise Fund	
101001	16,630.36
80 CFD 2016-01 ZR	
101001	7,287.86
Total:	132,353.70

12/05/25
11:24:56

CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 11/25

Page: 1 of 7
Report ID: W100X2

Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org	Acct	Object	Proj	Cash Account
-99896	E	403 PAYA SERVICES INC		191.85	11/25	11/13/25							
3916		08/31/25 Processing Fees		191.85	11/25			40		600000	761000		101001
		08/31/25 Processing Fees		95.93				50		700000	761000		101001
				95.92									
30308	SC	359 AMADOR COUNTY ANIMAL CONTROL		5239.47	11/25	11/06/25							
3920		09/08/25 08/01/2025 to 08/31/2025		5239.47	11/25			1		511000	761000		101001
		09/11/25 INV-BITE 8-2-25		3448.56				1		511000	761000		101001
		10/13/25 09/01/2025 to 09/30/2025		66.63				1		511000	761000		101001
		11/03/25 10/01/2025 to 10/31/2025		862.14				1		511000	761000		101001
30309	SC	26 AMADOR COUNTY FAIR		715.00	11/25	11/06/25							
3915		11/01/25 Corp Yard Rent - Feb 2025		715.00	11/25			1		531000	721700		101001
				715.00									
30310	SC	384 ANDY HEATH FINANCIAL SERVICES		2610.00	11/25	11/06/25							
3948		11/04/25 Finance Consult Services		2610.00	11/25			1		514000	761000		101001
				2610.00									
30311	SC	303 ASCENT ENVIRONMENTAL, INC		19295.16	11/25	11/06/25							
3939		08/18/25 Pro Ser 7-1-25 to 7-31-25		19295.16	11/25			1		280020			101001
		10/07/25 Pro Ser 9-1-25 to 9-31-25		18121.41				1		280020			101001
				1173.75									
30312	SC	45 BEST BEST & KRIEGER		12361.20	11/25	11/06/25							
3888		11/05/25 Retainer		12361.20	11/25			1		511000	762000		101001
		11/05/25 Labor-Employment		3220.00				1		511000	762000		101001
		11/05/25 Water (Special)		2519.40				1		511000	762000		101001
		11/05/25 Public Records Act		452.20				50		700000	761000		101001
		11/05/25 Development-ZR		668.80				1		511000	762000		101001
		11/05/25 Gas Station Project		3330.60				1		280005			101001
		11/05/25 Retainer (Overage)		256.20				1		280026			101001
				1914.00				1		511000	762000		101001
30313	SC	418 CALIFORNIA LANDSCAPING & DESIGN I		6850.00	11/25	11/06/25							
3944		11/05/25 ZR Monthly Services		6850.00	11/25			80		519000	740100		101001
		11/05/25 Irrigation Repair		5750.00				80		519000	740100		101001
				1100.00									

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
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CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 11/25

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Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Cash Account
Claim		Invoice #/Inv Date/Description	Line Amount	Disc	\$					
30315	SC	89 MICHELE GERMAN-DAVIS	2305.00	11/25	11/06/25					
3904		11/01/25 Web Site	2305.00			1		511000 761000		101001
30316	SC	178 PACIFIC GAS & ELECTRIC	1776.24	11/25	11/06/25					
3926		11/14/25 18565 Empire Street	1776.24	11/25						
		11/14/25 18358 Empire Street	193.47			1		551000 731000		101001
		11/14/25 18358 Empire Street	0.00			1		551000 731000		101001
		11/14/25 Shenandoah Rd SS Hwy 49 E 150	0.00			40		600000 731000		101001
		11/14/25 E/Plymouth	79.46			40		600000 731000		101001
		11/14/25 9426 Main Street	267.23			1		511000 731000		101001
		11/14/25 9426 Main Street	267.23			40		600000 731000		101001
		11/14/25 9426 Main Street	267.23			50		700000 731000		101001
		11/14/25 18500 Sherwood Street	357.08			1		531000 731000		101001
		11/14/25 7151 Old Sacramento Road	256.67			50		700000 731000		101001
		11/14/25 9395 Main Street	87.58			1		551000 731000		101001
		11/14/25 Hwy 49 WS Main St N 250 ft	0.14			10		560000 731000		101001
		11/14/25 Hwy 49 WS Main St N 250 ft	0.15			50		700000 731000		101001
30317	SC	423 3E Business Solutions	2340.00	11/25	11/06/25					
3947		11/03/25 Accounting Services	2340.00	11/25		1		514000 701000		101001
30318	SC	999999 CANAAN QUINN	88.99	11/25	11/06/25					
3946		10/23/25 ConEquip Riembursement	88.99	11/25		1		531000 740700		101001
30319	SC	303 ASCENT ENVIRONMENTAL, INC	3759.84	11/25	11/13/25					
3949		09/15/25 Pro Ser Aug 01 to Aug 31	3759.84	11/25		1		280020		101001
		11/09/25 Pro Ser Oct 01 to Oct 31	3008.59			1		280020		101001
			751.25			1				101001
30320	SC	41 AT&T MOBILITY	710.67	11/25	11/13/25					
3914		11/01/25 CM Devices	710.67	11/25		1		511000 732000		101001
		11/01/25 PW Devices	177.67			1		531000 732000		101001
		11/01/25 Water Devices	177.67			40		600000 732000		101001
		11/01/25 WWTP Devices	177.66			50		700000 732000		101001

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CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 11/25

Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Cash Account
Claim		Invoice #/Inv Date/Description	Line Amount	Disc \$						

30321	SC	66 CALIFORNIA LABORATORY SERVICES	501.00	11/25	11/13/25					
3900		10/31/25 Drinking Water Lab	501.00	11/25			40	600000	728100	101001
		10/31/25 Waste Water Lab	44.00				50	700000	728100	101001
			457.00							

30322	SC	76 CLARK PEST CONTROL	361.00	11/25	11/13/25					
3911		11/05/25 City Hall	361.00	11/25			1	531000	740100	101001
		11/05/25 Water Treatment Plant	128.00				40	600000	740100	101001
		11/05/25 18565 Empire Street	98.00				1	551000	740100	101001
		Ranch House	135.00				50	700000	740100	101001
			0.00							

30323	SC	334 FIRE RISK MANAGEMENT SERVICES	3895.86	11/25	11/13/25					
3897		09/08/25 Benefits	3895.86	11/25			1	511000	705000	101001
		09/08/25 Benefits	705.67				1	551000	705000	101001
		09/08/25 Benefits	705.67				40	600000	705000	101001
		09/08/25 Benefits	705.66				50	700000	705000	101001
		10/08/25 Benefits	217.77				1	511000	705000	101001
		10/08/25 Benefits	217.77				1	551000	705000	101001
		10/08/25 Benefits	217.77				40	600000	705000	101001
		10/08/25 Benefits	217.76				50	700000	705000	101001
		11/11/25 Benefits	50.53				1	511000	705000	101001
		11/11/25 Benefits	50.53				1	551000	705000	101001
		11/11/25 Benefits	50.53				40	600000	705000	101001
		11/11/25 Benefits	50.53				50	700000	705000	101001

30324	SC	181 PAYCHEX INC.	402.40	11/25	11/13/25					
3899		10/30/25 Payroll	402.40	11/25			1	511000	781000	101001

30325	SC	201 SHENANDOAH STATION	890.30	11/25	11/13/25					
3912		10/31/25 Fuel 10/02/25 to 10/31/25	890.30	11/25			1	531000	721100	101001

30326	SC	141 SUPERIOR PLUS ENERGY SERVICES INC	190.09	11/25	11/13/25					
3894		11/07/25 9426 Main Street	190.09	11/25			1	511000	721900	101001
		18565 Empire st	0.00				1	551000	721900	101001

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CITY OF PLYMOUTH
Claims and/or Payroll Checks List
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Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Cash Account
30327	SC	34 AMADOR WATER AGENCY		40606.95	11/25	11/25/25		40	600000	721900	101001
3891				40606.95	11/25						
		11/14/25 Service Charge		17495.66				40	600000	729200	101001
		11/14/25 Water Consumption		18045.18				40	600000	729100	101001
		11/14/25 Water Debt Service		5066.11				40	600000	729200	101001
30328	SC	254 AT&T		221.08	11/25	11/25/25		50	700000	732000	101001
3942				221.08	11/25			50	700000	732000	101001
		11/06/25 9391047017		46.84				50	700000	732000	101001
		11/06/25 9391047027		46.84				50	700000	732000	101001
		11/06/25 9391047035		127.40				1	511000	732000	101001
30329	SC	255 AT&T		112.70	11/25	11/25/25		50	700000	732000	101001
3903				112.70	11/25			50	700000	732000	101001
		11/10/25 WWTP Internet		112.70							
30330	SC	256 AT&T		31.54	11/25	11/25/25		40	600000	732000	101001
3901				31.54	11/25			40	600000	732000	101001
		11/07/25 Monthly Services		31.54							
30331	SC	253 BAHALA NA CORP		226.34	11/25	11/25/25		50	700000	740500	101001
3896				226.34	11/25			50	700000	740500	101001
		10/31/25 WWTP Marking Tape		49.09				1	531000	740700	101001
		10/31/25 PW Degreaser/Equip Repair		57.87				1	531000	721100	101001
		10/31/25 Equip Fuel		6.89				1	531000	740500	101001
		10/31/25 PW/Janitorial/CY		50.31				50	700000	740100	101001
		10/31/25 Fly Swatter/Spray Paint		20.87				40	600000	740500	101001
		10/31/25 Marking Paint		19.38				40	600000	740500	101001
		10/31/25 Vets Park		21.93				1	551000	740100	101001
30332	SC	63 CA DEPT OF TAX AND FEE ADMIN		588.80	11/25	11/25/25		40	600000	740800	101001
3954				588.80	11/25			40	600000	740800	101001
		11/13/25 01-Jul-2025 to 30-Jun-2026		588.80							
30333	SC	999999 CHANDRA PHO		340.62	11/25	11/25/25		40	220002		101001
3950				340.62	11/25			40	220002		101001
		11/17/25 Water/Sewer Refund		340.62							

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CITY OF PLYMOUTH
Claims and/or Payroll Checks List
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Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Invoice #/Inv Date/Description	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org Acct	Object Proj	Cash Account
30334	SC	75 CITY OF PLYMOUTH	11/17/25 2016-01 Zinfandel Irrigation	423.49	11/25	11/25/25		80	519000	770400	101001
3898				423.49	11/25						
30335	SC	78 COMCAST	11/16/25 Internet	156.44	11/25	11/25/25		1	511000	784000	101001
3889				156.44	11/25						
30336	SC	73 FIRST-CITIZENS BANK & TRUST CO	11/12/25 TASKALFA 4054CI	311.40	11/25	11/25/25		1	511000	761000	101001
3922			11/12/25 TASKALFA 4054CI	311.40	11/25			40	600000	761000	101001
			11/12/25 TASKALFA 4054CI	103.80				50	700000	761000	101001
				103.80							
				103.80							
30337	SC	999999 JAMES TAYLOR	11/24/25 Arroyo Woods Dep Refund	2226.20	11/25	11/25/25		1	280007		101001
3957				2226.20	11/25						
30338	SC	147 LEDGER DISPATCH	10/31/25 Ad# 68265 Public	954.52	11/25	11/25/25		1	511000	720300	101001
3940			11/07/25 Ad# 68447 Public	954.52	11/25			1	511000	720300	101001
				687.08							
				267.44							
30339	SC	999999 MARGARET ROBERTS	11/17/25 Water/Sewer Refund	23.19	11/25	11/25/25		40	220002		101001
3951				23.19	11/25						
30340	SC	164 NBS	11/03/25 User Fee Study	2113.95	11/25	11/25/25		1	511000	761000	101001
3909			11/03/25 User Fee Study	2113.95	11/25			40	600000	761000	101001
			11/03/25 User Fee Study	280.00				50	700000	761000	101001
			11/03/25 User Fee Study	280.00				40	600000	761000	101001
			11/04/25 Water Rate Study	636.98				50	700000	761000	101001
			11/04/25 Wastewater Rate Study	636.97							
30341	SC	320 PAC MACHINE COMPANY		1980.28	11/25	11/25/25					
3955				1788.65	11/25						

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CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 11/25

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Claims

Check #	Type	Vendor/Employee/Payee Number/Name	Check/Doc Amount	Period	Date Issued	PO #	Fund	Org	Acct	Object	Proj	Account
Claim		Invoice #/Inv Date/Description	Line Amount	Disc	\$							

30342	SC	178 PACIFIC GAS & ELECTRIC	9553.37	11/25	11/25/25							
3927		11/06/25 CFD 2016-1 NS/O Zinf Pkwy	8422.66	11/25			80		519000	731000		101001
		11/06/25 7784 Old Sacramento Road	0.00				50		700000	731000		101001
		11/05/25 End/Burke Dr at White Oak	8357.42				40		600000	731000		101001
		11/05/25 End/Burke Dr at White Oak	0.00				40		600000	731000		101001
		11/07/25 W/O Hwy 49 on Main St	13.31				10		560000	731000		101001
3928			51.93									
		11/13/25 CFD 2016-1 Vintner & Sommelier	1130.71	11/25			80		519000	731000		101001
		11/13/25 Corner of Hwy 49, S/O Zinf Pkw	14.37				40		600000	731000		101001
		11/13/25 Street Lights	19.22				10		560000	731000		101001
			1097.12									

30343	SC	383 QUADIENT FINANCE USA INC	500.00	11/25	11/25/25							
3919		11/16/25 Postage	500.00	11/25			1		511000	720100		101001
		11/16/25 Postage	166.67				40		600000	720100		101001
		11/16/25 Postage	166.67				50		700000	720100		101001

30344	SC	389 QUADIENT LEASING USA, INC	535.39	11/25	11/25/25							
3908		11/18/25 20-Dec-25 to 19-Mar-26	535.39	11/25			1		511000	720100		101001

30345	SC	247 WEBER, GHIO & ASSOCIATES, INC	6510.50	11/25	11/25/25							
3941		11/14/25 General City Engineering	6510.50	11/25			1		518000	763000		101001
		11/14/25 9451 Main Street	99.00				1		532000	740800		101001
		11/14/25 18190 Sutter Street	178.00				1		532000	740100		101001
		11/14/25 Water Sys-GE	1340.50				40		600000	763000		101001
		11/14/25 Ione Band Casino	49.50				33		560000	763000		101001
		11/14/25 Code Enforcement	308.20				1		552000	766000		101001
		11/14/25 ZR Drain & Maint Issues	163.20				1		280010			101001
		11/14/25 WWTP HW Grade Plan	2323.45				50		700000	763000		101001
			2048.65									

30346	SC	393 WIZIX TECHNOLOGY GROUP, INC	298.40	11/25	11/25/25							
3918		11/20/25 P6035CDN	81.89	11/25			1		511000	720100		101001
		11/20/25 P6035CDN	1.21				40		600000	720100		101001
			1.20									

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CITY OF PLYMOUTH
Claims and/or Payroll Checks List
For the Accounting Period: 11/25

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Claims

Check #		Type		Vendor/Employee/Payee Number/Name		Invoice #/Inv Date/Description		Check/Doc		Period		Date		Disc		PO #		Fund Org Acct		Object Proj		Account	
Check #		Type		Vendor/Employee/Payee Number/Name		Invoice #/Inv Date/Description		Check/Doc		Period		Date		Disc		PO #		Fund Org Acct		Object Proj		Account	
3953				11/20/25 P6035CDN				1.20										50		700000 720100		101001	
				11/20/25 4054ci				26.10										1		511000 720100		101001	
				11/20/25 4054ci				26.09										40		600000 720100		101001	
				11/20/25 4054ci				26.09										50		700000 720100		101001	
3953				11/10/25 4054ci-Magenta Toner				216.51		11/25								1		511000 720100		101001	
				11/10/25 4054ci-Magenta Toner				72.17										40		600000 720100		101001	
				11/10/25 4054ci-Magenta Toner				72.17										50		700000 720100		101001	
30347		SC		999999 ZACHARY JAENISCH				154.47		11/25		11/25/25											
3952				11/17/25 Water/Sewer Refund				154.47		11/25								40		220002		101001	
								154.47															
Claims Total # of Checks:				40				Total:				132353.70											
Grand Total # of Checks:				40				Total:				132353.70											

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CITY OF PLYMOUTH
Fund Summary for Claims
For the Accounting Period: 11/25

Fund/Account		Amount
1 General Fund		
101001		62,107.94
10 Gas Tax Fund		
101001		1,149.19
33 Miwok Indian Project Fund		
101001		308.20
40 Water Enterprise Fund		
101001		44,870.15
50 Sewer Enterprise Fund		
101001		16,630.36
80 CFD 2016-01 ZR		
101001		7,287.86
Total:		132,353.70

7.1



CITY COUNCIL AGENDA ITEM NO. 7.1
12/11/2025

SUBJECT: Authorization to Acknowledge Dissolution of the Amador County Recreation Agency (ACRA)

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

CONSIDERATION OF ACRA DISSOLUTION AND EXECUTION OF ACKNOWLEDGEMENT LETTER

BACKGROUND

The Amador County Recreation Agency (ACRA) has formally notified its member jurisdictions of its intent to dissolve and cease operations. Over the past several months, ACRA has been evaluating its financial and organizational capacity and has determined that dissolution is the most appropriate course of action. As part of the winding-down process, ACRA is requesting confirmation from each member agency regarding whether they have any objection to the dissolution.

Historically, the City of Plymouth has not been obligated to contribute mitigation fees to ACRA and has chosen not to participate financially in that component of the agency's funding structure. As a result, the City is not entitled to receive any redistribution of remaining funds or assets at the conclusion of ACRA's dissolution. ACRA has indicated that any remaining financial resources will be used to satisfy outstanding obligations incurred through the close of operations.

ACRA is requesting that its member agencies remain in place during the final stages of the dissolution process to facilitate an orderly wind-down of agency business. This includes completing final administrative, financial, and legal tasks necessary to formally terminate the agency.

Amador County Counsel has indicated that it may prepare a formal letter for each member entity to sign, acknowledging ACRA's dissolution and confirming that the entity has no objection to the agency's termination.



CITY COUNCIL AGENDA ITEM NO. 7.1
12/11/2025

ENVIRONMENTAL DETERMINATION

No actions proposed in this report constitute a project under CEQA or NEPA; therefore, no environmental review is required at this time.

FISCAL IMPACT

There is no fiscal impact to the City of Plymouth. The City has not historically contributed mitigation fees to ACRA and will not receive any distribution as part of the dissolution process.

RECOMMENDATION

Staff recommends that the City Council formally acknowledge ACRA's intention to dissolve, indicate that the City of Plymouth has no objection to ACRA proceeding with its dissolution process, and authorize the City Manager to sign the letter acknowledging ACRA's dissolution.

ATTACHMENT(S)

1. Email Correspondence from County Counsel
2. JPA - ACRA Agreements

From: [Cameron Begbie](#)
To: [Victoria McHenry](#)
Subject: Fw: Termination of JPA/Dissolution of ACRA
Date: Thursday, December 4, 2025 3:14:02 PM
Attachments: [ACRA 3rd Amendment.2018.pdf](#)

This MOU and email are going to be a part of my ACRA agenda item attachments. Just getting it to you since I had it opened.

From: Greg Gillott <GGillott@amadorcounty.gov>
Sent: Thursday, December 4, 2025 2:30 PM
To: Chuck Iley <CIley@amadorcounty.gov>; csimpson@ci.jackson.ca.us <csimpson@ci.jackson.ca.us>; tdubois@cityofsuttercreek.org <tdubois@cityofsuttercreek.org>; Cameron Begbie <CBegbie@cityofplymouth.org>; sandy.staples@amador-city.com <sandy.staples@amador-city.com>; jcritchfield@acusd.org <jcritchfield@acusd.org>
Cc: Margaret Friedman <mfriedman@amadorcounty.gov>
Subject: Termination of JPA/Dissolution of ACRA

Hello Everyone:

I wanted to send out another email related to ACRA because there have been a few questions related to the process for dissolution of ACRA. Article 8 and section 10.2 of the ACRA MOU (attached) address termination. They both basically say the same thing, which is that once a majority of the members terminate their participation, ACRA will no longer exist. There were 7 members, but one has already withdrawn. So, once 3 additional members withdraw, that would be it. Although, what is a little odd is that section 10.2 requires 60-days-notice, which is what one did, but that seems unnecessary since all the remaining agencies are in agreement. And each agency's withdrawal does not necessarily dissolve ACRA, which only would occur after a majority of the members do so.

In thinking about the best approach, there probably should be an agreement between all the remaining 6 members formally terminating the Joint Exercise of Powers Agreement and dissolving ACRA. That way, the dissolution, and its timing would be very clear and definitive and we'd not have worry about counting how many members have terminated their participation.

Please let me know if you agree that doing a termination/dissolution agreement would be the preferred approach. If so, I will prepare and circulate a draft next week. Once the form of that dissolution agreement is finalized, it could then be approved by your respective councils/boards.

Lastly, whether through an agreement or through having a majority terminate their participation in the JPA, please remember that ACRA will need to continue to exist and operate long enough to complete the winding up of all its affairs, and so the members must remain long enough for that to take place.

Thanks,

Greg

Greg Gillott
Amador County Counsel
810 Court Street
Jackson, CA 95642
(209) 223-6366 (reception)
(209) 223-6213 (direct)

**Please note that my email address has changed to ggillott@amadorcounty.gov as the County transitions to a ".gov" domain. All email sent to ggillott@amadorgov.org will continue to be received.

AN AGREEMENT AMENDING THE AGREEMENT CREATING A JOINT EXERCISE OF POWERS
AUTHORITY FOR THE PURPOSE OF PLANNING AND OPERATING A
COUNTY-WIDE RECREATION AGENCY

THIS THIRD AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into this 14th day of February, 2018, by and among the County of Amador, and the cities of Amador City, Jackson, Ione, Plymouth, and Sutter Creek, and the Amador County Unified School District.

WHEREAS, the parties hereto are public entities located in Amador County ("Members"). The Members individually and jointly have the power to enter into this Agreement, participate in the Joint Powers Authority created hereby, and through such Joint Powers Authority plan and operate a County-wide recreation agency as set forth herein; and

WHEREAS, the Members have the need to plan and operate a County-wide recreation agency so as to coordinate, finance, acquire property for, and operate such an agency and intend to do so through the Joint Powers Authority; and

ARTICLE I - AUTHORITY

Section 1.1 Creation of Authority. Pursuant to Articles I and II (commencing with Section 6500) of Chapter 5, Division 7, of Title I of the California Government Code (hereinafter referred to as the Act), there was created by a prior Joint Powers Agreement a public entity known as the "Amador County Recreation Agency" ("ACRA"). ACRA is a public entity separate and apart from the Members and shall administer this Agreement.

ARTICLE II - PURPOSE

Section 2.1 Purpose. The purpose of this Agreement shall be to amend the existing Joint Powers Agreement establishing ACRA. ACRA shall have as a specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefiting the Members and all areas of Amador County. The goal is to maximize recreation opportunities for all the people in all the areas of Amador County. This Agreement amends and supersedes the prior Agreement, which created ACRA and, as amended hereby, continues the existence, work, and operations of ACRA.

ARTICLE III - GOVERNING BOARD

Section 3.1 Governing Board. The Authority shall be governed by a Governing Board which shall consist of eight (8) directors. Two (2) directors shall be members of and appointed by the Board of Supervisors to represent Amador County. Five (5) directors shall be members of and appointed by each of the Member cities' city councils. One (1) director shall be a member of and appointed by the Board of Trustees of the Amador County Unified School District. All voting power of ACRA shall reside in the Governing Board.

Section 3.2 Directors Terms. Each director shall serve at the pleasure of the appointing body. Vacancies on the Governing Board shall be filled by the appointing body.

Section 3.3 Compensation. The directors of the Governing Board shall not receive compensation from ACRA but may receive reimbursement for actual expenses for travel and other incidental expenses as may be authorized from time to time by said Governing Board.

Section 3.4 Regular Meetings. The Governing Board shall provide for the time and place of its regular meetings; provided, however, that one regular meeting shall be held each month, unless cancellation is noticed. The date, hour, and place of the holding of regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each Member.

Section 3.5 Minutes. Minutes shall be kept of the meetings of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director and to each Member.

Section 3.6 Quorum. A majority of five (5) directors of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of all directors shall be necessary for the approval of any action of the Governing Board.

Section 3.7 Rules. The Governing Board may adopt from time to time such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes thereof.

Section 3.8 Governing Board and Authority Expansion. Subject to Section 8.3, the Governing Board shall review and recommend to the Members expansion of the Governing Board and/or the Authority's membership once annually, at its March meeting.

ARTICLE IV - OFFICERS, EMPLOYEES, AND ADVISORY BODIES

Section 4.1 Chair, Vice-Chair, and Secretary. At the beginning of each calendar year, the Governing Board shall elect a Chair and Vice Chair and shall appoint a Secretary who may, but need not be a director. The Chair and Vice Chair shall be from different jurisdictions. The officers shall perform the duties normal to said offices; and

(a) The Chair shall sign all contracts on behalf of ACRA and perform such other duties as may be imposed by the Governing Board; and

(b) The Vice Chair shall act, sign contracts and perform all the Chair's duties in the absence of the Chair; and

(c) The Secretary shall countersign all contracts on behalf of ACRA, perform such other duties as may be imposed by the Governing Board, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the provisions of California Government Code Section 6503.5.

Section 4.2 Finances and Fiscal Policy. In enacting this section, ACRA intends to ensure fiscal responsibility and the long-term sustainability of the JPA.

ACRA will annually prepare balanced budgets and sustain a balanced budget. Accounting procedures for the safe guarding of cash and related receipts and disbursements, accounts receivable, accounts payable and

payroll functions will be established in accordance with governmental accounting principles and standards. Internal control policies will reflect ACRA's commitment to providing high quality economical responsive services in furtherance of its mission statement. ACRA staff shall have the duties and obligations set forth in Government Code Sections 6505 and 6505.5. The Governing Board shall be provided with reports on the financial statements and budgets on a regular basis.

An audit will be performed in fiscal year 2017/2018, and a minimum of every other year thereafter. The Governing Board may authorize a financial review for the special district, in accordance with state law.

Section 4.3 Legal Advisor. The County Counsel of Amador County is hereby designated as the legal advisor to ACRA.

Section 4.4 Executive Director. The Governing Board shall appoint an Executive Director to administer ACRA. The Executive Director shall serve at the pleasure of the Governing Board. The Executive Director shall perform such administration and related duties as may be imposed on him/her by the Governing Board. In the absence of any counter-direction from the Governing Board, the Executive Director shall be responsible for the management and control of ACRA and the direction of ACRA employees.

Section 4.5 Technical Advisory Committee. The Governing Board may establish a Technical Advisory Committee (TAC). TAC members shall be appointed by the Cities and County. The City Manager and CAO or designee from each jurisdiction will serve on TAC. TAC shall provide recommendations to the Executive Director for the Governing Board on administration and implementation of the Regional Park Impact Mitigation Fees Program (RPIMF Program) in accordance with California Government Code 66000 et seq, and the adopted RPIMF Program MOU, fee schedule, capital improvement program, nexus plan, and the adopted Policies and Procedures thereof. TAC will provide recommendations to the Governing Board regarding sites, programs, staffing, and other elements of providing and using recreation facilities and programs.

Section 4.6. The Governing Board may establish other advisory committees, as needed.

Section 4.7 Ralph M. Brown Act. All meetings of the Governing Board, Advisory Team, and any other advisory or standing committees shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Section 4.8 Charges For Services. The Board of Supervisors of Amador County shall determine charges to be made against ACRA for the services of County Counsel and other County costs of administering ACRA, such charges not to exceed the actual costs to the County incurred in providing for such services. The charges shall be subject to approval by the Governing Board.

Section 4.9 Bonding Persons Having Access To Property. From time to time, the Governing Board shall designate the public officers or persons, having charge of handling or having access to any property of ACRA and the respective amounts of the official bonds of the Treasurer and Auditor-Controller and such other persons pursuant to Section 6505.1 of the Act. California Government Code 1481, however, allows for a crime insurance policy to be purchased in lieu of individual bonds for public officers.

Section 4.10 Changing Officers and Team Members. The Governing Board may change the Treasurer,

Auditor-Controller, legal advisor, and Advisory Team at any time.

Section 4.11 Other Employees. The Governing Board shall have the power to appoint and employ such other officers, employees, consultants, advisors, and independent contractors as may be necessary for ACRA's purposes.

Section 4.12 Contract Employees. ACRA may contract with any Member, entity, or person to provide employees or services necessary to operate ACRA.

ARTICLE V - POWERS

Section 5.1 General Powers. ACRA, as created by this Agreement, shall exercise in the manner hereafter provided the powers, and only the powers, of providing public recreation common to all of the Members and necessary to the accomplishment of the purposes of the Agreement. ACRA shall have the power to plan, finance, acquire, construct, manage, and operate recreation programs and facilities in Amador County.

Section 5.2 Specific Powers. ACRA is hereby authorized in its own name to do all the acts necessary for the exercise of the foregoing general powers to further the purposes of this Agreement, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, dispose of, construct, manage, maintain or operate any real or personal property, or improvements;
- (d) to sue and be sued in its own name;
- (e) to incur debts, liabilities or obligations;
- (f) to apply for, accept, receive, and disburse grants, loans and other aid from any agency of the United States of America or the State of California;
- (g) to invest any money in the treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of ACRA as the Governing Board determines is advisable in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code;
- (h) to make rules and regulations appropriate to ACRA's operation; and
- (i) to carry out and enforce all of the provisions of this Agreement.

Section 5.3 Limitation. Except as otherwise authorized or permitted by law and for purposes of, and to the extent required by Section 6509 of the California Government Code, ACRA is subject to the restrictions upon the manner of exercising the powers applicable to Amador County.

ARTICLE VI - MEMBERSHIP FEES

Section 6.1. Payment of Membership Fees. Each Member jurisdiction, in signing this Amendment, agrees to pay Membership Fees determined by the current population within that jurisdiction. Each Member jurisdiction will pay a minimum of \$5.00 per person per year, with the exception of the Amador County School District, whose fees are waived in lieu of the use of school facilities. Membership Fees will be reviewed annually and may

be changed by Resolution of the ACRA Board and implemented upon the approval of each Member jurisdiction.

Section 6.2. Annual Inflationary Adjustment of Fees. The ACRA Board shall review and make recommendations for annual adjustments to increase or decrease the Membership Fees based upon inflation and budgetary considerations.

Section 6.3. Non-payment. Should non-payment of Membership Fees occur, the Governing Board shall convene a hearing to determine the reason for non-payment by the non-paying member. The non-payment of Membership Fees may result in the termination of Membership sixty (60) days after invoicing.

ARTICLE VII - COSTS

Section 7.1 Annual Budget. The Governing Board shall annually adopt a budget for ACRA prior to July 1 of each fiscal year, which shall begin on July 1.

Section 7.2 Records of Accounts. ACRA shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, maintaining capital reserves, operation and maintenance, and all financial transactions of ACRA. Said books of account shall be open to inspection at all times by any representative of any of the Members, or by any accountant or other person authorized by any Member to inspect said books of account.

ARTICLE VIII - TERMINATION

Section 8.1 Term. This Agreement shall be effective on the date of its execution by the last of the Members and shall be effective on said date and shall continue until terminated by a majority of the Members.

Section 8.2 Disposition of Assets. Upon the termination of this Agreement, and after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, all surplus money of ACRA shall be returned in proportion to the funds furnished by the respective Members. Distribution of personal property assets of ACRA may be made in kind, or the assets may be distributed to Members in the same manner as any cash. To the extent feasible, any real property owned by ACRA shall be distributed to Members in a manner that will best ensure that the recreational activities associated with these properties remain available to the residents of Amador County. Prior to, or upon termination of this Agreement, Members shall meet and confer in good faith regarding the proper disposition of any real property owned by ACRA consistent with the provisions of this Section.

ARTICLE IX-- LIABILITY, INDEMNIFICATION AND INSURANCE

Section 9.1 ACRA Liability and Indemnification. The debts, liabilities, contracts, and obligations of ACRA shall be the debts, liabilities, contracts, and obligations of ACRA only and not of any Member Agency or Entity. Each Member is independent of every other Member and of ACRA and not the agent of any Member or of ACRA. ACRA shall indemnify, defend, and hold harmless each of the Members and their authorized officers, employees, agents, and volunteers from any and all claims, demands, suits, causes of action, liability, judgments,

damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from ACRA's acts, errors, or omissions and for any costs or expenses incurred by any Member on account of any claim therefor, except where such indemnification is prohibited by law.

Section 9.2 Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as required in Section 8.1, herein, each Member agrees to indemnify, defend, and hold harmless Members, including without limitation, its officers, agents, directors, employees and representatives from and against any and all from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 9.3 Insurance. ACRA shall provide for insurance covering liability exposure in an amount as the Governing Board determines necessary to cover risks of activities of ACRA.

Section 9.4 Third Party Beneficiaries. This Agreement and the obligations hereto are not intended to benefit any other party other than its Members, except as expressly provided herein. Only the signatories to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that Member's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1 Notices. Notices hereunder shall be deemed sufficient if delivered to:

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

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

City of Jackson
City Manager
33 Broadway
Jackson, CA 95642

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

City of Ione
City Manager
P.O. Box 398
Ione, CA 95640

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

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

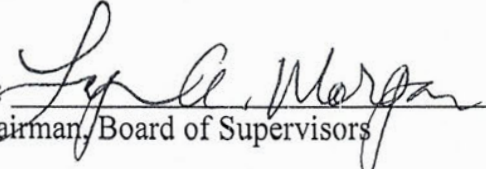
Section 10.2 Termination of Participation by Members. At any time during the term hereof, any Member or Members may terminate their participation in ACRA by giving 60 days' written notice thereof to ACRA and to the other Members. ACRA shall continue unless a majority of the Members forming ACRA have terminated their participation.

Section 10.3 Addition of Members. Additional public entities within Amador County may be added by amendment to this Agreement approved by a majority of the Members hereof acting through their legislative bodies; provided, however, that any new Member shall have the power to provide public recreation services; and provided further that the number of directors shall not change unless also approved by a majority of the Members.

Section 10.4 Term of this Agreement. The term of this Agreement is set for three years after approval by all members, or upon such time as the Governing Board determines that modifications to this agreement be made. During the third year of this agreement, or sooner, the governing board will review this agreement for possible additional amendments. Absent any action by the Governing Board, this Agreement will remain and continue.

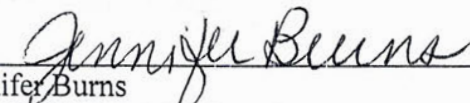
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

COUNTY OF AMADOR

By: 
Chairman, Board of Supervisors

Dated: 5/17/18

ATTEST:

By: 
Jennifer Burns
County Clerk of the Board
Amador County

Dated: 5/17/18

APPROVED AS TO FORM:


By: 
County Counsel

Dated: 5/17/18

CITY OF JACKSON


By: 
Mayor

Dated: 8/7/18

By: 
City Clerk

Dated: 8/7/18

APPROVED AS TO FORM:

By: 
City Attorney

Dated: 8/13/18

CITY OF SUTTER CREEK

By: [Signature]
Mayor

Dated: 5/21/18

By: Kam Dunn
City Clerk

Dated: 5/22/18

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Dated: 5/22/18

CITY OF IONE

By: [Signature]
Mayor

Dated: 5-15-18

By: [Signature]
City Clerk

Dated: 5-15-18

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Dated: 5/15/18

CITY OF AMADOR CITY

By: Suean Bragstad
Mayor
Vice Mayor

Dated: 9/6/18

By: Joyce Davidson
City Clerk

Dated: 9/6/18

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Dated: Sept 20 2018

CITY OF PLYMOUTH

By: [Signature]
Mayor

Dated: 5/25/18

By: Maria Stoddard
City Clerk

Dated: 5/25/18

APPROVED AS TO FORM:

By: Kathleen Cook
City Attorney

Dated: 5/31/18

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: [Signature]
Superintendent of Schools

Dated: 6/27/18

ATTEST:

By: [Signature]
Clerk

Dated: 8/14/18

APPROVED AS TO FORM:

By: [Signature]
District Counsel

Dated: 8/6/18

7.2



CITY COUNCIL AGENDA ITEM NO. 7.2
12/11/2025

SUBJECT: Community Engagement Regarding the Ione Band of Miwok Indians Casino Project

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

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

BACKGROUND

The City of Plymouth has previously engaged its residents regarding the proposed casino project by the Ione Band of Miwok Indians. The last formal community survey on this topic was conducted more than twenty years ago. Since that time, community demographics, local and regional economic conditions, and public priorities have evolved significantly. With renewed public interest and inquiries from residents, it is appropriate for the City to re-engage the community to understand current viewpoints and ensure that the City Council's decision-making reflects the community's present interests and values.

Given the amount of time that has passed since the last formal survey, City staff believes it is important to provide residents with updated information and an opportunity to share their thoughts in a structured and transparent forum. Community engagement remains a vital component of effective local governance, and gathering updated feedback will support the Council in evaluating the City's policy direction, priorities, and potential partnerships related to the casino project.

A Town Hall Meeting would allow:

- Present factual updates regarding the history and status of the Ione Band of Miwok Indians casino project.
- Share information about projected impacts, including potential economic, environmental, and public-service considerations.
- Offer residents an open forum to ask questions, express concerns, or share support for the project.



CITY COUNCIL AGENDA ITEM NO. 7.2
12/11/2025

-Strengthen trust, transparency, and collaboration between the City and the community.

ENVIRONMENTAL DETERMINATION

No actions proposed in this report constitute a project under CEQA or NEPA; therefore, no environmental review is required at this time.

FISCAL IMPACT

Fiscal impacts are minimal but include the cost of staff time.

RECOMMENDATION

Staff recommends that the City Council select a date for and direct staff to organize a Town Hall meeting to provide residents with updated information on the casino project and to gather current community feedback.

ATTACHMENT(S)

None

7.3



CITY COUNCIL AGENDA ITEM NO. 7.3
12/11/2025

SUBJECT: Authorization to Engage Moss, Levy, & Hartzheim, LLP for Completion of FY 21/22, FY 22/23, FY 23/24, and FY 24/25 Financial Audits

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

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

BACKGROUND

On April 13, 2023, the City Council approved a letter of engagement with The Pun Group to complete the City of Plymouth's FY 2021/2022 financial audit for a contracted amount of \$35,000; however, that audit has not been completed. Over the past several years, the City has faced a range of financial management challenges that contributed to this delay, including significant staff turnover, incomplete reconciliations associated with the transition to a new financial system, unfinished bank reconciliations, and the absence of adequate prior audit documentation. Staff also encountered difficulty locating records necessary to verify past financial transactions, along with numerous incorrectly posted entries and broader issues related to fiscal organization. Although these issues created substantial obstacles, the City has made considerable progress toward audit readiness through the combined efforts of former accountant Ms. Leon, contracted support from 3E Business Solutions, and ongoing work by the City's newly hired staff accountant. Contracted Finance Director Andy Heath has since evaluated the City's needs and recommended engaging Moss, Levy, & Hartzheim, LLP, a firm experienced in municipal audits, to complete the still-outstanding FY 2021/2022 audit and restore compliance with required financial reporting standards.

ENVIRONMENTAL DETERMINATION

No actions proposed in this report constitute a project under CEQA or NEPA; therefore, no environmental review is required at this time.



CITY COUNCIL AGENDA ITEM NO. 7.3
12/11/2025

FISCAL IMPACT

The following provide the fiscal impact for the outstanding fiscal year audits:

FY 2021: \$25,000

FY 2022: \$25,750

FY 2023: \$26,523

FY 2024: \$27,318

FY 2025: \$28,138

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to engage Moss, Levy, & Hartzheim, LLP to complete all outstanding financial audits from FY 2021 through FY 2025 and execute any necessary documents to begin the work.

ATTACHMENT(S)

1. April 13, 2023 Staff Report and Engagement Letter for The Pun Group
2. Audit Cost Work Proposal Form from Moss, Levy, & Hartzheim, LLP



City of Plymouth
City Council Meeting
Staff Report
Item 5.3

Date:

April 13, 2023

Report by:

Margaret S. Roberts, City Manager

Policy, Program, Project or Issue Title:

Approve letter of engagement for the 2021/22 Fiscal year audit for \$35,000.

Issue Statement & Discussion:

The Contract Finance Director has almost closed the 2021/22 books and is ready for the audit to begin. This is a huge step forward for the City so that we can begin to be assured that the City's finances are in order.

The City Council gave direction to Interim Finance Director Michael Colton, on February 10, 2022, to inquire with the Pun Group for a possible 3-year contract with an option for an additional 3-year contract. In doing my research, the City's previous Auditor Marcello & Company merged with The Pun Group and subsequently retired. I reached out and received a one-year letter of engagement letter for auditing services.

The proposal is for audit for fiscal year ending June 30, 2022. If the City is required to undergo a Single Audit there will be an additional fee of \$5,000 for each major program. The number of programs determined to be a major program will be based on the determination required by the Uniform Guidance, Audits of States, Local Governments and Not-for-Profit Organizations. The additional cost will be discussed prior to commencing with the single audits. Staff will come back to the Council for additional approval if a Single Audit is deemed necessary.

They expect to begin work on April 17, 2023.

Attachments:

Letter of engagement

Fiscal Impact:

There is a minimum \$35,000 fiscal impact to the budget.

Staff Recommendation:

Staff recommends Council authorize the City Manager to sign the letter of engagement.



April 1, 2023

City of Plymouth
9426 Main Street
Plymouth, CA 95669**RE: Engagement of The Pun Group, LLP (the “Firm”)**

We are pleased to confirm our understanding of the services we are to provide the City of Plymouth, California (the “City”) for the year ending June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (“GAAS”). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedules – General Fund and Major Special Revenue Funds

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors’ report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards (if Single Audit is Required)
- 2) Combining Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified management override of controls as a significant risk of material misstatement in the prior-period audit and believe it to still be relevant. As planning for the current period audit has not concluded, modifications may be made. If new significant risks are identified after the date of this letter, we will communicate them in writing to those charged with governance in a timely manner.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of the City, in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility from them.

Responsibilities of Management for the Financial Statements and Single Audit (if Required)

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and

City of Plymouth
Engagement Letter

April 1, 2023

Page 5

(4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance;

(2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the Supplementary Information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Assistance by Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Data Collection Form (if Required)

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any of Firm's professionals assigned to the audit, during the one-year period prior to the commencement of the year end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Report Distribution and Other

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Access to Working Papers

The audit documentation for this engagement is the property of The Pun Group, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Pun Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven (7) years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Firm is required to undergo a "peer review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

Timing

Kenneth H. Pun is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately April 17, 2023.

Fee

Our fee for these services will be \$35,000 for the year ended June 30, 2022. Our fees are based on certain assumptions, including the required assistance described above. To the extent that certain circumstances included but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If the City is required to undergo a Single Audit in accordance with the Federal Single Audit Act and the Uniform Guidance, Audits of States, Local Governments, and Not-for-Profit Organizations, there will be an additional fee of \$5,000 for each major program. The number of programs determined to be a major program will be based on the determination required by the Uniform Guidance and will be discussed with you prior to commencement of any audit work.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Termination

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

Dispute Resolution Procedure, Waiver of Jury Trial, Jurisdiction and Venue for All Disputes, and Governing Law

We appreciate the opportunity to serve as the City's auditor and anticipate a productive, harmonious relationship. If the City becomes dissatisfied for any reason with the services we have performed or the fees charged, we encourage the City to bring that to our attention immediately. Most such problems should be remedied by communication and discussion. However, a dispute could arise between us, regarding the construction or application of this agreement and/or the performance of any services under this agreement, which cannot be resolved by discussion. The City and this Firm believe that such accountant-client disputes are more satisfactorily resolved through confidential, binding arbitration than by litigation in court. Therefore, the City and this Firm choose confidential binding arbitration to resolve such disputes. It is understood and agreed that choosing binding arbitration waives a trial by jury.

The place of the confidential binding arbitration will be JAMS in Orange County, California. Arbitration proceedings may be commenced by either the City or this Firm, by giving all other interested parties written notice; and the proceedings shall be governed by the California Arbitration Act (Code Civ. Proc., § 1281 et seq.), except as is otherwise specified herein. The arbitrator must decide all disputes in accordance with the California Arbitration Act, and the applicable rules of JAMS (except to the extent such rules conflict with this arbitration agreement). The arbitrator shall have the power to decide all matters, including legal questions raised by pleading or summary judgment motions. That decision shall be in accordance with California law; and the California Evidence Code shall govern all proceedings before the arbitrator. The arbitrator's award shall be final and binding, and a judgment upon the award may be entered and enforced by any court of competent jurisdiction.

By entering into this arbitration agreement, the City and this Firm expressly waive the right to commence an action in court, except with respect to provisional remedies; and waive the right to trial by jury.

The City and this Firm each agree to submit to the jurisdiction of any state or federal court in Orange County, California, in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this agreement, or for any other purpose. The City and this Firm agree not to bring any action or proceeding of any kind in any other court. The City and this Firm waive any defense of inconvenient forum to the maintenance of any action or proceeding in Orange County, California.

Most Recent External Quality Control Review

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our most recent external peer review report (2021) received by The Pun Group, LLP is included with this Engagement Letter.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

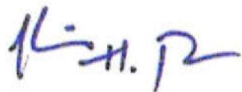
It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter, please sign below, and return it to us.

We appreciate the opportunity to be of service to the City of Plymouth and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

The Pun Group LLP



Kenneth H. Pun, CPA, CGMA
Engagement Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Plymouth.

By: _____

Title: _____

Date: _____

APPENDIX A

City of Plymouth

Circumstances Affecting Timing and Fee Estimate

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by The Pun Group, LLP (the “Firm”) in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the entity’s accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel’s assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the entity, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



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Report on the Firm's System of Quality Control

February 14, 2022

To the Owners of
The Pun Group, LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP has received a peer review rating of *pass*.

EFPR Group, CPAs, PLLC

EFPR Group, CPAs, PLLC
Corning, NY

CITY OF PLYMOUTH
COST PROPOSAL FOR PROFESSIONAL AUDITING SERVICES
For the Fiscal Years Ending June 30, 2021, 2022, 2023, 2024 and 2025
=====

Submitted By:

Moss, Levy & Hartzheim, LLP
5800 Hannum Avenue, Suite E
Culver City, California 90230
Phone: (310) 670-2745
Fax: (310) 670-1689
CA License No. 6998
Email: bzeng@mlhcpas.com
Website: www.mlhcpas.com

Submitted On:

November 30, 2025

Contact Person:

Craig A. Hartzheim, CPA: Partner
Hadley Y. Hui, CPA: Partner
Wilson Lam, CPA, CFE, CGFM: Partner
Bin Zeng: Principal

AUDIT COST WORK PROPOSAL FORM

Name of Firm: Moss, Levy & Hartzheim, LLP
Address: 5800 Hannum Avenue, Suite E
City, State, Zip: Culver City, CA 90230
Contact Name: Bin Zeng, Principal
Contact Telephone Number: (310) 670-2745
Contact Email Address: bzeng@mlhcpas.com

I, the undersigned, certify I am duly authorized to represent the above-named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Plymouth on behalf of the above-named firm.

Bin Zeng	Principal	November 30, 2025
Name	Title	Date

Bin Zeng

Signature

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Total Price	Total Price	Total Price	Total Price	Total Price
Audit including Single Audit	\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138
Total Maximum All-Inclusive Price	\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138

Our firm is always willing to perform additional work, as long it does not impede our independence as the City's Auditors. No work will be performed without the Authority's approval.

MANNER OF PAYMENT

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than one calendar month.

7.4



CITY COUNCIL AGENDA ITEM NO. 7.4
12/11/2025

SUBJECT: Review of Updated Employee Handbook and Municipal Code § 2.08.090

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

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

BACKGROUND

The City's Employee Handbook and Municipal Code § 2.08.090 serve as foundational documents governing personnel policy, employee conduct, disciplinary procedures, and general employment standards. Over time, both documents had become outdated, inconsistent, and in some instances unclear, leading to confusion in the administration of staff matters. Several provisions did not reflect current laws, best practices, or operational procedures.

During recent personnel reviews and administrative matters, City management identified areas where the Handbook and Municipal Code lacked clarity or conflicted with each other. These inconsistencies created challenges in ensuring transparent, fair, and legally compliant personnel management.

ENVIRONMENTAL DETERMINATION

This action does not constitute a project under CEQA or NEPA and is therefore not subject to environmental review.

FISCAL IMPACT

The fiscal impact is limited to existing staff time required to implement the updated policies.

RECOMMENDATION

It is recommended that the City Council review the updated Employee Handbook and proposed amendments to Municipal Code § 2.08.090 and provide direction for these



CITY COUNCIL AGENDA ITEM NO. 7.4
12/11/2025

items to be brought back for discussion and consideration at a future regular City Council meeting.

ATTACHMENT(S)

1. Updated City of Plymouth Employee Handbook
2. Update City of Plymouth Municipal Code § 2.08.090 Authority over employees.

CITY OF PLYMOUTH



PERSONNEL MANUAL

PREFACE

This manual is meant to serve as a useful reference document throughout your employment with the City of Plymouth (hereafter referred to as the “City”). However, it is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the City or its employees. **Your employment with the City is at-will and can be terminated at any time for any lawful reason.** This manual supersedes and replaces all previous personnel policies, practices, and guidelines.

To obtain more information regarding specific employment policies or procedures, whether or not they are referred to in this manual, contact Human Resources. As the City is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this manual, or the policies or procedures upon which it is based, at any time, with or without prior notice. Only the Plymouth City Council has the authority to enter into an employment or other agreement that modifies the City policy. Any such modification must be in writing.

This manual is the property of the City and is intended for your personal use and reference as an employee of the City. Although the City attempted to be comprehensive in the matters covered by this manual, no manual, including this one, can be all-inclusive and anticipate all circumstances. Whether an employment-related matter is or is not covered in this Personnel Manual, the City reserves the right to address the matter in the manner the City, in its sole discretion, deems most appropriate.

Following review and study of this manual, please sign the employee acknowledgment form at the back of this manual, and return it to Human Resources. This will provide the City with a record that you read and received the manual.

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SECTION 1. THE SELECTION PROCESS

1.01 Recruitment

The City Manager or designee will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the City's website and other locations the City Manager or designee deems appropriate, depending on whether the recruitment is open to the public or for current employees only. The City Manager has discretion to determine the type of recruitment, the final filing deadline, and the selection processes to be used. Employment searches for all open positions within the City are coordinated through City Hall.

The selection processes to be used on recruitments may include written or oral tests, interviews, practical exercises, or any combination thereof. The content of all selection processes will be job-related and designed to test knowledge, skills, or abilities that help predict successful completion of job duties. Any interview with candidates may be conducted by the City Manager or by an individual or panel designated by the City Manager.

The City Manager or designee will make the final appointment of all City employees (except those that report to the City Council). The City Manager or designee has discretion to decide in what manner a vacancy is filled. Vacancies may be filled by hire, reinstatement, promotion, transfer, demotion, or appointment of a temporary employee.

1.02 Employment Applications/Requirements

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented by applicants throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information may result in the disqualification of an applicant from further consideration for employment or in the termination of employment of a current employee.

1.03 Employment Reference/Background Checks

As part of the recruitment/selection process, the City's practice is to check the employment references of candidates who apply for position(s).

1.04 Immigration Law Compliance and Verification of Status

The City is required by federal law to verify the identity and legal ability to work from all individuals hired by the City. In keeping with this obligation, each applicant must also attest to the employee's legal authority to work and identity on a I-9 Form provided by the Federal Government. Further, documentation that shows each person's identity and legal authority to work must be inspected and verified by the City as soon as possible after an offer of employment is made and, in no event, more than three (3) business days after an individual is hired. All offers of employment and continued employment for positions in the United States are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

1.05 Offer of Position

All offers of employment are made by the City Manager or designee. Offers are made contingent upon the applicant passing (a) a pre-employment medical examination indicating that the applicant is fit for duty and can perform the essential functions of the job position with or without reasonable accommodation, (b) a criminal background check, and (c) (where applicable) a pre-employment drug and alcohol screening test. All employees whose positions are designated as safety-sensitive are required to submit to pre-employment drug and alcohol screening. Safety sensitive status is identified in the applicable job description and in the job posting/announcement.

An offer of employment is not meant to create, and does not create, an employment contract between an employee and the City.

SECTION 2. EMPLOYMENT BASICS

2.01 Open Door Policy

Open communication functions best in an atmosphere of trust. In such an environment, most problems can be readily solved and do not evolve into serious conflicts. The City is committed to responding effectively to employee concerns. Experience has shown that when employees deal openly and directly with their supervisors, the work environment can be excellent.

Employees are encouraged to see their immediate supervisor with questions or problems relating to their jobs or interactions. Because one supervisor may not always be an appropriate outlet for communication, the City believes that it is important to provide its employees with other avenues of communication. If, for any reason, employees find speaking to their own supervisor is difficult or unacceptable, they may address their concerns to the City Manager.

Please remember to not internalize a problem! Because no solution is possible without candid discussion, employees are encouraged to speak out and are assured that they may use the City's open door policy without fear of reprisal.

2.02 Equal Employment Opportunity

It is the policy of the City to afford equal employment opportunity to all qualified individuals regardless of race, color, religious creed, sex, pregnancy, childbirth or related medical condition, gender, national origin, ancestry, citizenship, age, marital status, gender identity, gender expression, sexual orientation, physical or mental disabilities, medical condition, genetic characteristics, veteran or military status, or any other characteristic (or combination thereof) protected by federal, state, or local law. This policy of non-discrimination applies to all employment practices, including recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, termination, and the like. Equal employment opportunity is not only the law, but is an integral part of the City's philosophy.

The City is committed to providing a work environment that is free from discrimination. In keeping with its commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment, on the basis of any of the aforementioned protected classes.

If you have any questions regarding this policy or if you have any concerns about workplace discrimination, please immediately direct your questions or concerns to Human Resources. A complaint procedure is also addressed in the Harassment and Discrimination Prevention Policy. The City will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.03 Workplace Accommodation

The City is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The City will make reasonable accommodations for qualified individuals with disabilities and for employees who have sincerely held religious beliefs, unless doing so would result in an undue hardship or pose a direct threat to health or safety.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, notify Human Resources. Once the City is aware of the need for an accommodation, the City will engage in an interactive process with you to identify possible accommodations. As part of this process, you may be asked to provide supporting information supporting your eligibility and need (including medical documentation of any disability). Where applicable, medical information is kept in a confidential medical information file and shared only on a need-to-know basis.

While the City welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, the City will make the final decision regarding whether it can provide a reasonable accommodation and, if so, which accommodation to provide in accordance with its legal obligation.

2.03 Employment of Relatives

The following describes the City's policy with regard to the hiring, ongoing employment, or contracting of people who have a familial relationship to a member of the City Council, the City Manager or any City employee. This applies to all full-time and part-time employees of the City.

No one will be assigned to the role of an immediate supervisor/subordinate relationship where the supervisor and subordinate employee have a potential employment conflict of interest due to a parental, spousal, romantic, business, or sibling relationship. The City reserves the discretion and the right to transfer either or both the supervisor or subordinate employee to eliminate such a conflict, or, if such a transfer is not practicable, to terminate either's employment.

In addition, the City will reassign or prevent the management of any consultant or contractor's work assignments by an employee who has a parental, spousal, romantic, business, or sibling relationship to said consultant or contractors.

2.04 At-Will Employment

Employment with the City is at-will. Either the employee or the City can terminate the employment relationship at any time, with or without cause and with or without prior notice. All employer decisions, including but not limited to demotion, promotion, pay rate, employment status, disciplinary action, and the like, are also at will, meaning these decisions are made in the sole discretion of the City. Other than the City Manager, as authorized by vote of the City Council, no employee or City representative has any authority to enter into an agreement (which must be in writing) to employ any person other than on an at-will basis or for any specified period of time.

Any separate, individual, or written employment contract with the City must be approved by the City Council.

2.05 Drug and Alcohol Policy

It is the responsibility of the City to maintain a safe and effective working environment. Employees who work while under the influence of drugs or alcohol present a safety hazard to themselves, their co-workers, and the public. Moreover, the presence of drugs and alcohol in the workplace limits the ability to produce high quality work. Employees with alcohol or drug dependencies are encouraged to seek assistance.

The following conduct is considered unacceptable behavior:

- Use, possession, manufacture, distribution, transfer, sale or solicitation of illegal drugs on City property, including City vehicles, or while conducting City business;
- Use or possession of alcohol on City property, including City vehicles;
- Reporting to work or conducting City business under the influence of alcohol or drugs (including prescription drugs) which are unlawful or which may impair the employee's ability to function properly.

The City will conduct drug testing of employees under the following circumstances:

- (1) Pre-employment. All initial offers of employment for positions with the City for those who occupy safety sensitive positions will be made contingent upon satisfactory completion by the applicant of a pre-employment drug and alcohol screen (bodily fluid testing). Positive test results shall not bar reapplication at a later time. If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.
- (2) For Cause Testing. If the City has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol, or (2) is under the influence of drugs or alcohol during working time, the employee may be directed to

undergo drug and/or alcohol testing at an independent licensed laboratory to determine whether a violation of this policy has occurred.

“Reasonable suspicion” includes: a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other reliable surrounding circumstances.

“Reasonable suspicion” may be based upon: evidence of illegal substances or alcohol on or about the employee’s person or in the employee’s immediate vicinity; a pattern of unusual conduct or erratic behavior on the employee’s part that suggests impairment or influence of illegal substances or alcohol; any physical circumstances that suggest impairment or influence of illegal substances or alcohol; arrest or conviction of a drug-related offense or the identification of the employee as the focus of a criminal investigation involving illegal substances; information provided by a reliable and credible source that the employee is under the influence of illegal substance or alcohol; evidence that the employee has tampered with a previous drug test.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

Counseling/Employee Assistance. Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the City Manager, who will determine whether the City can accommodate the employee by providing leave for the time necessary to complete participation in the program. The City abides by all applicable laws and regulations regarding providing leaves of absence to employees who are addicted to drugs. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance. The time to request assistance is before any misconduct or violation of policy occurs, as the City is not obligated to overlook or ignore any policy violations.

Accommodations. Nothing in this Policy is intended to diminish the City’s commitment to employ and reasonably accommodate qualified disabled individuals. The City will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions without reasonable accommodation. In addition, the City will provide a leave of absence to eligible employees who wish to seek treatment for drug and alcohol dependency.

To this end, employees desiring such assistance should request a treatment or rehabilitation leave. The City is not obligated, however, to continue to employ any person whose performance

of essential job duties is impaired because of current drug or alcohol use, nor is the City obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. The City is not obligated to accommodate current usage of illegal drugs or alcohol.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the City's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Violation of the above standards of conduct will not be tolerated. An employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation.

2.06 Harassment and Discrimination Prevention Policy

All employees, applicants, volunteers, and independent contractors ("workers") working for the City are to be treated with respect and dignity. The City is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender, gender identity, gender expression, sex, age, sexual orientation, family care or medical leave status, or any other characteristic (or combination thereof) protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the City. The City will not tolerate harassment of, or discrimination against, its workers by managers, supervisors, co-workers, or anyone conducting City business. Similarly, the City will not tolerate harassment of its workers by others with whom the City has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

2.06.1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

2.06.1.1 Oral or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law;

2.06.1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual;

2.06.1.3 Visual harassment such as derogatory posters, cartoons or drawings, based on one of the categories above; and

2.06.1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual;
- Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations;
- Sexual harassment also includes gender-based harassment by a person of the same gender; or
- Prohibited sexual harassment need not be motivated by sexual desire.

2.06.2 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

2.06.3.0 Procedures regarding all complaints of potential harassment including retaliation

2.06.3.1 Employee Responsibility

It is important that employees inform the City as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the City does not know that it exists.

- Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.
- Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to the employee's supervisor,

the City Manager or any City supervisor with whom the individual feels comfortable speaking. Complaints about the City Manager should be directed to the City Attorney or Mayor.

- Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to the employee's supervisor, the City Manager or any City supervisor with whom the individual feels comfortable speaking.

2.06.3.2 Supervisor Responsibility

Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the City Manager. Complaints about the City Manager should be directed to the City Attorney or Mayor.

- Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the City.

2.06.3.3 Investigation

The City will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The City's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The City Manager (or designee) is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The City will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

2.06.3.4 Resolution

After investigation, the City will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the City will take appropriate and immediate action to end any harassment and prevent its recurrence.

2.06.3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

2.06.4 Harassment Involving the Public

When performing their job duties, all workers are expected to treat others with civility and respect.

Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that the employee is being subjected to harassment by a member of the public, the employee should report such harassment to the employee's supervisor (or other person listed above in 2.06.3.1) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

2.06.5 Further Information

Employees are urged to contact the City Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Civil Rights Department ("CRD") provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks the employee has been harassed, discriminated against, or that the employee has been retaliated against for complaining, that person may file a complaint or obtain additional information from CRD at 1-800-884-1684 or <http://www.crd.ca.gov>.

Employees are required to periodically complete training on preventing sexual harassment in the workplace. While the City will provide employees with the training module to complete, employees can also access training through the CRD's website at: <https://www.crd.ca.gov/shpt/>

2.07 Incompatible Conduct

Employees shall not engage in any conduct which is incompatible with their City employment. Incompatible conduct is defined as conduct, whether on or off-duty, which is incompatible, inconsistent, or in conflict with employee's duties for the City or any duty or function of the City. Incompatible conduct includes, but is not limited to, conduct which:

- Involves the use for private purposes or gain of an employee's time while engaged in City work or use of City property, records, equipment, or facilities for private purposes or gain;
- Involves the personal receipt of money or gratuities in return for an act performed by the employee in the course of the employee's City work;
- Involves time demands which reduce the employee's efficiency in the employee's City work;
- Involves services or goods that directly or indirectly relate to contracts with the City or otherwise cause a conflict of interest.

2.08 Outside Work

The City discourages outside work; however, employees may hold outside jobs which do not constitute a conflict of interest and are not incompatible with City employment as long as they meet the performance standards of their job with the City.

Employees should consider the impact that outside work may have on their ability to perform their position with the City. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the requirements of this organization as they are modified from time to time, the employee may be asked to terminate the outside work if he/she wishes to remain with the City.

"Outside work" is any employment, self-employment, or contract work, regardless of hours involved for which pay is received whether by salary, wages, commission, or other compensation structure, if such work is carried on in addition to the employee's work for the City.

A full-time or part-time employee may engage in outside work, if and only if all of the following are met:

- The employee has received written approval by the City Manager, which will not be unreasonably denied. If a problem develops any time subsequent to the written approval, the approval may be withdrawn by the City Manager. The appropriate form must be approved and on file with Human Resources for each employee engaging in outside work.
- The outside work is compatible with the employee's City employment or City activities, and the outside work does not constitute a conflict of interest.

2.09 Use of City Technology

All City computers, e-mail, voicemail, Internet access, and other forms of technology provided by the City ("Technology Resources") are the City's property and are to be used solely to facilitate City business and operations. In addition, all software that has been installed on City computers and any data collected, downloaded and/or created on City computers is the exclusive property of the City and may not be copied or transmitted to any outside party or used for any purpose not directly related to City operations. Upon termination of employment, no employee shall remove any software or data from City-owned computers.

City Technology Resources are provided to assist employees in conducting City business and should not be used for personal reasons or for any improper purpose. Some specific examples of prohibited uses include but are not limited to:

- Conducting any type of outside work (even if that outside work is pre-approved and even if done during non-working hours).

- Transmitting, retrieving, downloading or storing messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment.
- Making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Transmitting, retrieving, downloading or storing messages or images relating to race, religion, color, sex, national origin, citizenship status, age, handicap, disability, sexual orientation, or any other status protected under federal, state and local laws.
- Sending or receiving confidential or copyrighted materials without prior authorization.
- Soliciting personal business opportunities or personal advertising.
- Gambling of any kind, monitoring sports scores, or playing electronic games.
- Day trading or otherwise purchasing or selling stocks, bonds or other securities or transmitting, retrieving, downloading or storing messages or images related to the purchase or sale of stocks, bonds or other securities.

Employees should expect that all information created, transmitted, downloaded, received or stored in City computers is the property of the City and may be accessed by the City at any time without prior notice. Employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not such messages or information are password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for City computers to Human Resources. Changing passwords or creating new passwords without notifying Human Resources is strictly prohibited.

Because outside disks may contain viruses, employees are not permitted to use personal disks or copies of software or data in any form on any City computer without first obtaining specific authorization from the City Manager and scanning the data for viruses. Any employee who introduces a virus into the City's system via use of personal software or data shall be held responsible for the consequences, including the cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the City's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the City's system.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the City's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute

harassing messages or information, may additionally be subject to criminal prosecution and/or civil penalties.

SECTION 3. PERSONNEL

3.01 Personnel Information

The Human Resources Department can provide employees with information and necessary assistance to understand the City's personnel policies and to promote a positive work environment. Human Resources is the best resource for employees to obtain current information on work rules, benefits, personnel policies, payroll data, personnel records, insurance, and termination of employment. The role of Human Resources is not only to keep current records, but to help employees with any problems or concerns in a timely and confidential manner.

Human Resources is responsible for maintaining complete and up-to-date personnel records for all current employees. It is important that employees notify the Human Resources Department promptly of any changes in their names, marital status, number of dependents, emergency contact information, mailing address, and telephone number.

All requests for employment verifications, employee references, or salary verifications must be directed promptly to Human Resources. Employees are NOT to provide any such information. Human Resources will handle any inquiries or requests for verification in accordance with the City's policies. In response to reference requests, the City will only provide dates of employment and title(s) of position(s) held.

3.02 Personnel File Information

An employee's permanent personnel file contains application materials, payroll records, performance appraisals, and any administrative action related to the employee's employment. This file is maintained under the supervision of Human Resources. It is confidential and only those with the responsibility and the need to know will have access to it. Employees who wish to see their personnel file may make arrangements by contacting the City Manager. The file may be viewed in the presence of the City Manager at a mutually convenient time during regular business hours.

3.03 Performance Evaluation

Performance evaluations provide an objective gauge of an employee's on-the-job effectiveness. The evaluation process should provide constructive input, communicate expected standards of performance, and identify areas where improvements are needed.

All full-time employees are reviewed at the completion of six months of employment and annually thereafter. Evaluations may be conducted more frequently at the discretion of the employee's supervisor.

Merit salary increases may be awarded by the City, based upon a satisfactory performance evaluation, until the top of the salary range is reached. Even with a satisfactory performance

evaluation, an employee is not guaranteed an increase in compensation. An unsatisfactory performance evaluation will result in no merit salary increase.

Employees are encouraged to provide their input regarding their work performance. Written performance evaluations and any written response to the evaluation by the employee will be included in the employee's personnel file.

Additional performance evaluations may be conducted after a change in job duties or description, as a result of poor performance, or as the need arises.

The City's performance evaluation process does not change or limit an employee's at-will status and does not change or limit the City's ability to separate an employee's employment with or without cause, at any time.

3.04 Classification and Categories of Employment

FLSA Classifications

The City is governed by the provisions of the Fair Labor Standards Act and employees will be compensated accordingly. All employees will be classified as either exempt or non-exempt, as defined by law.

- **Exempt Employees.** This classification includes employees who meet the requirements of a professional, administrative, or an executive employee, and are therefore exempt from the overtime provisions of the Fair Labor Standards Act.
- **Nonexempt Employees.** This classification includes employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act. This classification of employees is paid hourly and must receive additional pay for overtime work as legally required by federal statute. Overtime pay is calculated in accordance with applicable laws.

Employment Classifications: To determine eligibility for various benefits, the following classifications and categories of employment have been established.

- **Full-Time Employee.** Employees who are regularly scheduled to work thirty-five (35) or more hours each week. Full-time employees are generally eligible for City benefits, subject to the terms and conditions of each benefit program.
- **Part time Employee.** Employees who are regularly scheduled to work less than 35 hours during a period of one week or less than one thousand, seven hundred fifty (1,750) hours during a period of one (1) year. Part-time employees are not eligible for benefits, except as required by law.
- **Temporary or Intermittent Employees.** Employees who hold jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. An employee will not change from temporary/ intermittent status to full-time or part-

time status unless specifically informed, in writing, of such a change by the City Manager. Employees in this category receive benefits only as required by law.

- **Rehired Employees.** Employees who are rehired (as a full-time, part-time, or temporary/intermittent employee) following a break in service in excess of one (1) month. Except as otherwise provided in these policies with respect to sick leave, rehired employees are treated as new employees for purposes of seniority and benefit accruals.

3.05 Promotions and Transfers

The City will promote or transfer qualified employees from within when appropriate.

Promotion occurs when an employee is placed in a new position that represents increased responsibility. The promotion may or may not warrant an increase in salary. Factors taken into consideration with promotions and regard to salary increases include but are not limited to, the background and skills of the employee, the current market value of the position, budgetary limits, and the employee's current salary.

When on occasion a promotion or transfer does not prove to be successful, the City may in its discretion return the employee to the employee's prior position but is not obligated to do so. **The employee remains at-will.**

A transfer is defined as a change in position; typically, the new position is of the same level of responsibility and salary as the former position.

3.06 Garnishment of Wages

Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the City. Although we understand that a wage garnishment can happen to anyone, we strongly encourage employees to work out a financial remedy before this situation occurs. If this situation should be a continued problem, the employee could be subject to disciplinary action.

3.07 Leaves of Absence

3.07.1 Family and Medical Leave

The City provides eligible employees with family medical leave ("Family and Medical Leave") under the California Family Rights Act ("CFRA").

3.07.1.1 Reasons for Leave.

Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person who has a serious health condition, or for a serious health condition that makes the employee unable to perform the employee's job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of this policy, a "serious health condition" does not include

pregnancy or any related medical condition. For purposes of this policy, “designated person” means any person related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests leave. The City limits an employee to one designated person per 12-month period for family care and medical leave.

3.07.1.2 Eligibility.

To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with the City and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.

3.07.1.3 Duration.

Employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. The City uses a “rolling” 12-month period to determine an employee’s eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee’s family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter of an hour (0.25).

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the birth, adoption, or foster care placement of a child is two weeks, except that the City shall grant a request for CFRA leave of less than two weeks on any two occasions during the one year period following the birth or placement of the child with the employee.

3.07.1.4 Procedures.

Please contact Human Resources as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days’ advance notice before the leave is to begin. If 30 days’ notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of the City’s operations. Actual scheduling is, however, subject to the approval of the patient’s health care provider.

If the leave is needed for the employee’s own serious health condition, the employee must provide a certification from the health care provider stating:

- i. the date of commencement of the serious health condition;

- ii. the probable duration of the condition; and
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of the employee's position because of the employee's serious health condition.

The City will require certification by the employee's health care provider that the employee is fit to return to the employee's job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- iv. confirmation that the serious health condition warrants the participation of the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

3.07.1.5 Compensation.

- (1) While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, PFL, and/or workers' compensation benefits), the employee is not required to use accrued sick leave or vacation in connection with the employee's Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued sick and/or vacation leave, the City will integrate benefits with paid leave.
- (2) While on otherwise unpaid leave. If an employee is on family and medical leave for the employee's own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available sick leave and vacation during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on Family and Medical Leave to care for a family member or bond with a new baby, the employee must use all available vacation during the leave and, at the employee's choice, may use available sick leave.

Once all sick leave and vacation is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of

the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

During any period of unpaid leave, employees will not continue to accrue sick leave, vacation, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

3.07.1.6 Benefits.

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The City will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay the employee's share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to the City). The continued participation in health benefits begins on the date leave first begins.

Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at the employee's own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the City for any employee contributions paid by the City while the employee was on unpaid leave.

3.07.1.7 Qualified Exigency Leave.

Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.

- (1) Amount of Leave. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
- (2) Procedures. Please contact Human Resources as soon as you become aware of the need for any type of qualified exigency leave. Except in the case of exigency leave for short-notice deployment, the City requires certification of the need for leave.

3.07.1.8 Reinstatement.

Upon return from a Family and Medical Leave, an employee will be reinstated to the employee's original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own serious health condition, the City requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to the employee's job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, the City will treat the failure to return as a voluntary resignation.

3.07.2 Pregnancy Disability Leave

3.07.2.1 Eligibility.

The City provides Pregnancy Disability Leave without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Additionally, employees affected by pregnancy or a related medical condition are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Time off for necessary prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by this leave.

Procedures for Requesting Leave/Certification: Employees should make requests for Pregnancy Disability Leave to the City Manager at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for Pregnancy Disability Leave or for a transfer and stating:

- The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable;
- The probable duration of the period(s) of disability or the duration of the need for a transfer; and

- A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.

The City may require re-certification if the employee requests an extension beyond the original certification.

If there is any change in the information contained in the health care provider's statement, the employee must report these changes promptly to the City Manager.

3.07.2.2 Length of Leave:

Normally, full-time employees are granted unpaid leave for the period of actual disability, up to a maximum of four (4) months (i.e., 88 working days). Part-time employees are granted unpaid leave on a pro-rata basis.

Pregnancy Disability Leave need not be taken in one continuous period of time. It can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is 0.25 hours. The City may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternative position.

3.07.2.3 Benefits during Leave:

An employee taking Pregnancy Disability Leave must use all accrued sick leave before continuing on an unpaid basis. An employee may substitute accrued vacation before continuing leave on an unpaid basis. Substituted paid leave time will be counted toward the four-month (i.e., 88 working days) entitlement. The employee may also be eligible for State Disability Insurance.

Except while using accrued paid leave (excluding SDI), employees on Pregnancy Disability Leave will not continue to accrue additional sick leave or vacation time and will not be paid for holidays during the leave. Medical, Dental and Vision coverage will continue during Pregnancy Disability Leave in the same manner as if the employee was actively at work. This means that the employee will be responsible for her contributing premium payment for the entire length of the leave. For any time during which an employee is on unpaid leave, the employee will need to make arrangements to pay her portion of benefits. Failure to timely pay the employee share could result in termination of benefits.

3.07.2.4 Return to Work:

In order that the City can properly schedule an employee's return to work, an employee on Pregnancy Disability Leave should provide the City Manager with at least two weeks' advance notice of the date she intends to return to work.

When a Pregnancy Disability Leave ends, the City will reinstate an employee to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions, in accordance with state law. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Disability Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of Pregnancy Disability Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

Employees returning from Pregnancy Disability Leave must submit a health care provider's verification of their fitness to return to work.

If an employee fails to report to work promptly at the end of the Pregnancy Disability Leave, the City will assume that the employee has voluntarily resigned.

3.07.3 Drug and Alcohol Rehabilitation Leave

The City wishes to assist employees who recognize that they have a problem with drugs or alcohol. Employees who have a problem with drugs and alcohol and who decide to enroll voluntarily in a drug and/or alcohol rehabilitation program may request unpaid time off to participate in the program.

The employee may use any accrued sick leave, vacation, or compensatory time while on drug and alcohol leave. However, additional benefits will not be earned during any unpaid leave of absence.

3.07.4 Bereavement Leave

In the event of a death in the immediate family of any employee who has worked for the City for more than thirty (30) days, the employee will be allowed up to five (5) normally scheduled consecutive working days off. The employee should notify the employee's supervisor immediately.

Immediate family members include: Spouse, domestic partners, parents, parents-in-law, or step-parents, children or step-children, siblings or step-siblings, and grandparents or step-grandparents.

Full-time employees will be paid the employee's regular wage for each of the scheduled work days missed (up to 3) and can take up to a total of five days. For any days in excess of three, the full-time employee can use available vacation or sick leave or take leave without pay. Part-time and temporary employees can take unpaid time off, except they can substitute any available sick leave for the bereavement time off.

If requested, the employee must furnish satisfactory evidence to support the leave. Leave can be taken intermittently, as long as it is concluded within three months of the death.

3.07.5 Military Leave

Any eligible employee will be granted a leave of absence for military duty in accordance with federal and state laws governing such leaves. Employee must submit written verification from the appropriate military authority.

3.07.6 Jury/Witness Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty or testify pursuant to a subpoena. The employee shall submit a copy of the jury duty notice or witness subpoena to their supervisor. The employee shall deposit with the City any witness fees or jury fees, but any meal, mileage, or parking allowance provided the employee shall not be considered in the amount received for jury duty. Employees are expected to report to duty during any work hours they are excused from jury or witness service.

This policy does not apply to employees who elect to serve as expert witnesses. If an employee elects to do so, the employee may request to use accrued vacation, CTO, or personal holidays.

3.07.7 Time Off To Vote

Employees are encouraged to fulfill their civic responsibilities by voting; however, if an employee is unable to vote in a statewide election during the employee's non-working hours, the City will grant up to two hours of paid time off to vote in a statewide election.

Employees are required to request time off to vote by submitting, in writing, a request to their supervisor at least two (2) days prior to the election day. Employees must submit a voter's receipt on the first working day following the election.

Returning From a Leave of Absence/Abandonment of Employment

When an employee is granted a leave of absence, an employee's position will be held, where required by law, for the period of the approved leave. Due to business needs there will be times when the position cannot be held open. Under such conditions it will not be possible to guarantee reinstatement except as required by law.

An employee who accepts other employment, without prior approval, during a leave of absence, or who fails to return on the next regularly scheduled work day following the expiration of an approved leave, will be considered to have abandoned their employment and may be terminated. Exceptions will be made for those employees who have obtained an authorized extension prior to the leave of absence expiration date or where the City and the employee are engaging in an interactive process about the employee's possible entitlement to additional leave as a reasonable accommodation.

If no such extension has been requested or authorized, the depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known address shall be considered a reasonable notice of separation.

Misrepresentations for Leave of Absence

Any employee who misrepresents his or her reasons for applying for a leave of absence will be subject to disciplinary action or termination.

3.08 Severance Pay

The city does not maintain a formal severance pay policy or provide severance pay to employees who separate from its employ for any reason. Severance pay should not be expected.

3.09 Vacation

Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

Full-time employees are eligible to earn and use vacation time at a specified accrual rate depending on length of City service. **New employees accrue vacation, but cannot use it within the first six (6) months of employment.** Part-time employees are not eligible for vacation leave.

In order to allow a well-coordinated schedule, employees are requested to submit their Request for Time Off Form at least one month prior to when they would like to take their vacation. The form is to be signed by the employee and the employee's supervisor. Approval will depend on whether the request would adversely impact City operations or impose an undue hardship on the remaining staff's workload.

The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with the length of service as set forth below.

VACATION ACCRUAL FOR FULL-TIME EMPLOYEES

<i>Years of Service</i>	<i>Maximum Vacation per Year (Weeks)</i>	<i>Accrual Rate (Hours/Month)</i>	<i>Maximum Permissible Accrual</i>
4 years or less	2 weeks	6.67 hours	120 hours
more than 4 years	3 weeks	10 hours	200 hours

After an employee completes six months of service, vacations may be scheduled at any time after vacation time is earned, subject to the applicable supervisor's approval and the City's need for the employee's services. For employees who work more than 35 hours but less than 40 hours per week, vacation accrual is earned in proportion to the employee's FTE equivalent work schedule.

An employee who reaches the maximum accrual amount does not accrue additional vacation leave until the employee utilizes vacation leave so that there is room under the maximum accrual cap.

Upon separation, employees will be paid for unused vacation time, CTO, and personal holidays. The employee's current rate of pay at the time of separation will be used to calculate payment.

3.10 Holidays

All full-time employees will receive pay at their normal hourly rate for the following twelve (12) holidays subject to the restrictions described below:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving (2 days)
December 25 (2 days)
Personal Holiday (1 day)

Full-time employees are eligible for holiday benefits. Employees who are not classified as **full-time employees** are ineligible for holiday benefits.

In order to be eligible for holiday benefits, an employee must work the last scheduled workday before and the first scheduled workday after the holiday unless receiving approval from their supervisor.

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed. Pay for a holiday is equal to eight (8) hours of the employee's regular rate of pay, for employees who work 40 hours in a week, or a pro-rata amount for employees who are regularly scheduled to work more than 35 but less than 40 hours per week.

Employees on unpaid leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.

Employees who are required to work on a holiday shall be compensated at time and one-half the employee's base rate of pay.

3.11 Regular Sick Leave (Full Time Employees)

Full-time employees will accrue sick leave benefits at the rate of eight (8) hours per month, for employees who work forty (40) hours in a week. **This benefit is not available to part-time, intermittent, or temporary employees.** Such employees accrue sick leave in accordance with the "Minimum Sick Leave" policy below.

Eligible employees may use sick leave after completing ninety (90) days of employment. Sick leave can be used for an absence due to the employee's own illness or injury, the illness or injury of an immediate family member, to obtain preventive care, to obtain assistance when the employee or a family member is a victim of a qualifying act of violence, and for any other reason authorized by applicable law.

Employees who are unable to report to work due to illness or injury are to notify their direct supervisor before the scheduled start of their workday. The direct supervisor must also be contacted before the scheduled start of each additional day of absence.

If an employee is absent for five (5) or more consecutive days, the City may require a licensed physician's statement verifying the employee's ability to return to work.

Sick leave is intended solely to provide income protection in the event of illness or injury and may not be used for any other purpose unless authorized by law. Sick leave may not be utilized as a substitute for vacation or other forms of leave.

Sick leave has no cash value. Employees will not be paid for unused sick leave benefits while they are employed nor at separation from employment.

3.11a Minimum Sick Leave (For Employees Ineligible for Regular Sick Leave)

Any employee who is not otherwise eligible for sick leave under the City's sick leave policy in section 3.11 (i.e. temporary and part-time employees) shall be eligible for this Minimum Paid Sick Leave. An employee who works thirty (30) or more days within a year from the commencement of employment is eligible for Minimum Paid Sick Leave. This policy is intended to comply with the requirements of California law.

Upon hire, employees will be provided with a lump sum of forty (40) hours of sick leave for use during that calendar year. Employees are eligible to use sick leave after completing ninety (90) days of employment. At the commencement of each calendar year thereafter, employees will be granted a lump sum of forty (40) hours for use during that calendar year. This annual grant does not roll over to the next calendar year and is not paid out upon termination of employment, retirement, or death. The Minimum Paid Sick Leave entitlement and its use shall be reflected on the covered employee's regular pay stubs.

Minimum Paid Sick Leave may be used for any purpose authorized by law. These uses include, but are not limited to use by a covered employee for preventative care or diagnosis, care, or treatment of an existing health condition for the covered employee or his or her family member; and use by a covered employee to obtain assistance or services when that employee or a family member is a victim of a qualifying act of violence. For purposes of this policy, a "family member" is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild, sibling, or "designated person." For purposes of this policy, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. An employee can designate one person per 12 month period, measured from the time the employee first designates a person.

Procedural requirements, including those requirements related to notice, request of use, acceptable uses, prohibited uses, minimum increments, and medical certification shall be governed by existing policies relating to unscheduled leave as set forth in the regular sick leave policy.

SECTION 4. HOURS AND PAY

4.01 Workweek and Workday

The City's workweek begins on Sunday at 12:00am, and ends the following Saturday at 11:59pm. The City's workday starts at 12:00am, and ends at 11:59pm.

4.02 Work Schedule

The normal work week for most City employees is eight (8) hours per day, five (5) days per week. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. In order to accommodate the City's operational needs, it may be necessary to change individual work schedules on either a short-term or long-term basis. Due to the nature of the City's business, there may also be a need to respond and perform work outside of regular business hours.

Employees should not report to work prior to their scheduled starting time, nor stay after their scheduled stop time. Employees should not stay over or come to work early without express prior authorization from their supervisor.

Employees must call prior to the beginning of their workday for each day of absence unless other arrangements have been made with their supervisor. Failure to notify a supervisor in advance of an absence will constitute an unauthorized absence.

Unless otherwise stated, any employee who is absent for two consecutive work days without notifying the employee's supervisor is considered to have voluntarily resigned without notice at the close of the second day.

4.03 Timekeeping and Overtime

Timekeeping: Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.

Employees should accurately record the time they begin and end their work as well as the beginning and ending time of any split shift or departure from work. All non-exempt employees have designated time sheets to use for recording their time.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including immediate termination of employment.

Breaks: During each work day, employees are entitled to two paid rest periods of 15 minutes each. To the extent possible, the employee should, at their discretion, take rest periods as close to the middle of each four hour work period as possible. Since rest periods are counted as hours worked, employees must not be absent from their work stations beyond the allotted rest period. Rest periods

cannot be saved and used to extend lunch or to leave early/come in late to work. Supervisors are responsible for scheduling rest periods.

Lunch: All employees are entitled to one unpaid meal period each workday. Administration employees take one-half hour during the middle of the work day. Maintenance employees take one-half hour, staggering the meal period amongst the employees. Supervisors will try to accommodate requested scheduling variations based on operating requirements. During the meal period, employees will be relieved of all active responsibilities and restrictions and will not be compensated for that time.

Overtime and Work Assignments: When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. The City reserves the right to assign employees to jobs other than their usual assignments when required. Advance notification of these mandatory assignments will be provided whenever possible. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. No employee may work overtime without the prior approval of their supervisor. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination of employment.

Paid holidays, sick days, vacation, or other leave do not count as hours worked for purposes of overtime.

- Time worked: Employees shall record all time worked including time worked over their normal schedule on the time sheet at the time it actually occurs. Compensatory time off (CTO) will be logged on a daily basis.
- Weekends: Weekend work does not automatically qualify for overtime or CTO. Hours worked on Saturday/Sunday qualify only if qualified as overtime hours.
- Holidays Worked: Employees who work on a recognized holiday shall be given compensation time off at one and one-half (1-1/2) time rate for hours actually worked on the holiday.

4.04 Compensatory Time Off (CTO)

Overtime is given in the form of cash wages or, at the employee's option, Compensatory Time Off (CTO). In either case, overtime will be compensated at time and one-half (1-1/2) rate, for all hours worked in excess of 40 hours in any given work week. The employee should designate on his or her time card whether cash compensation or CTO is selected for the overtime worked in that work period.

Upon reasonable advance request, CTO may be taken at a time mutually acceptable to the employee and the supervisor given operational constraints. Upon separation, the employee will be paid for any outstanding CTO.

No employee may accrue any more than 240 hours of CTO.

The City reserves the right to impose a mandatory cash-out of CTO at times selected by the City.

4.05 Wage and Salary Administration

Payroll: Employees are paid twice monthly. Each paycheck will include earnings for all work performed through the end of the current payroll period. The City offers direct deposit and encourages employees to utilize this method for payment, which shall be at the employee's option.

Payroll Deductions: The law requires that the City make certain deductions from every employee's compensation. Among these are applicable federal withholding, state withholding, State Disability Insurance (SDI), Social Security, Medicare taxes, and court-ordered garnishments.

Deductions will also be made for health insurance and dental premiums for family members if an employee is eligible for and requests such insurance and deductions.

If you have any questions concerning deductions made from your paycheck, please contact Human Resources.

4.06 Payday

The City's payday is the 5th and the 20th of each month. Employees can pick up their paychecks at the Human Resources Office between 8:00 a.m. and 5:00 p.m. on that payday.

4.07 Compensation Philosophy

Each City position is paid according to a "salary range" established by the City Council. Each salary range may have one or more "salary steps" within it. For example, a Maintenance Worker H position could be set at salary range XX, which could have 5 salary steps, A-E, each of which pays an increasing amount in 5% increments.

In an effort to attract and retain qualified employees, it is the City's policy to establish competitive salaries and merit increase programs. The City Council is responsible for administering the wage and salary program and for approving necessary salary range and position classifications.

The salary range limits by job classification and cost-of-living (COLA) increases will be determined by the City Council. Cost-of-living increases mean salary or compensation adjustments related to economic conditions (cost of living) rather than performance. Such increases are not granted regularly and when given are granted to all employees within a particular class rather than to individuals.

Individual employees will normally be hired at the lowest step in a given salary range, but may be hired at a higher step in the discretion of the City Manager. Employees are eligible for consideration of a step increase at their annual performance evaluation if their performance has been satisfactory. A satisfactory performance evaluation does not guarantee a compensation increase. All step increases are determined by the City Manager in his or her discretion.

4.08 Stand-by Duty

Employees in the classifications of Public Works Superintendent, Maintenance Worker I and II, Chief Water Treatment Plant Operator, and Waste Water Operator may be assigned by their supervisor to perform “stand-by duty” in addition to regularly scheduled work. Employees assigned to stand-by duty are obligated during the period of stand-by duty to remain available to be called back to work in the event of an emergency or critical maintenance incident during a period of time when City employees are not normally on-duty, including nights, weekends and holidays, when in the judgment of the City the public health, safety and welfare requires that the emergency or critical maintenance incident cannot be left unresolved until public works employees would normally return to work.

Employees scheduled to be on stand-by duty shall be available at all times either by telephone or cell-phone as previously arranged with the supervisor. During stand-by duty, employees are free to undertake any private activities, provided that the employees on stand-by shall return to work within thirty (30) minutes of a “call-back” and shall not use or ingest any alcohol or drugs while on stand-by duty.

Employees scheduled to be on stand-by duty may be permitted or required to take a City vehicle home so that they can respond directly to the scene without first responding to the City’s corporation yard to obtain the vehicle or tools. If permitted or required to take a City vehicle home, the employee shall not utilize either the vehicle or any tools for any private purpose. The vehicle may only be driven to and from work.

Employees shall be paid for stand-by duty as approved by the City Council. Such time shall not be considered “hours worked” for purposes of the Fair Labor Standards Act (“FLSA”).

An employee on stand-by duty who receives a request to report or receives a “call back” shall report to work not later than 30 minutes after the first attempt by a supervisor to contact the employee. An employee shall be compensated at his or her normal hourly rate for all time spent on the call-back, including travel to and from the work location. All such time shall be considered as “hours worked” for purposes of the Fair Labor Standards Act (“FLSA”). Any call-back shall be paid for a minimum of two (2) hours, but only hours actually worked shall be counted as hours worked for FLSA purposes. However, any call-back which occurs less than two (2) hours prior to the beginning of the employee’s regularly scheduled shift shall be compensated only for the time actually worked.

SECTION 5. BENEFITS

5.01 Benefits Eligibility

Eligible employees of the City are provided a wide range of benefits. A number of the programs, e.g., workers’ compensation, state disability, and unemployment insurance cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors including the number of hours an employee works. Human Resources will identify the programs for which you are eligible.

In general, the City provides a City paid life insurance policy of \$25,000.00 to full-time employees; with the ability for the employee to purchase additional life insurance.

The City provides a health benefit allowance for Health, Dental and Vision Insurance.

The City provides access to a Deferred Compensation Plan,

5.02 Worker's Compensation Insurance

The City is permissibly self-insured for worker's compensation as required by law to protect employees who are injured on the job. This self-insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury (if an employee is not hospitalized) when the employee is determined to be unable to work. The cost of these benefits is paid completely by the City.

If you are injured while working, you must file a report of injury immediately with your supervisor, regardless of how minor the injury is. If you have any questions regarding the Worker's Compensation Self-Insurance Program, please contact Human Resources.

5.03 State Disability Insurance

As an additional benefit, you are covered under the State Disability Insurance plan (SDI). This insurance provides low cost disability protection if illness or injury not caused by the job prevents you from working.

All employees are eligible and pay for this program. Claim forms are available in Human Resource's office. You must file a claim to receive any payment.

SECTION 6. EMPLOYEE REQUIREMENTS

6.01 Employee Conduct and Work Rules

The City strives to operate efficiently while providing a safe and pleasant working environment for its employees. To this end, it is necessary to set certain standards of conduct and provide employees with guidance concerning unacceptable behavior. Infractions of these rules will result in disciplinary action, up to and including termination. It must be noted that this list is not exhaustive and merely contains examples of the types of conduct that can lead to the imposition of disciplinary action. The City reserves the right to determine conduct that is detrimental to the safety and welfare of its employees or operations. **Nothing in this policy impacts an employee's at-will status. Employees can still be terminated or disciplined on an at-will basis at the City's discretion.**

The following conduct is unacceptable:

- Falsification of information on an application or physical examination questionnaire, including falsification by omission;
- Falsifying City or personnel records;
- Dishonesty in the workplace;
- Failure to observe working hours and overtime requirements and restrictions;
- Operating machinery or equipment in an unsafe manner such that it might endanger the safety of oneself or others;
- Theft of, unauthorized possession of, or intentional damage to City, state, or staff property;
- Altering, removing, or destroying records without permission;
- Physical or verbal abuse or harassment of the public or City officers, agents or employees;
- Possession of weapons at the work place;
- Threats of violence, either implicit or explicit towards the public or City officers, agents, or employees;
- Defamatory remarks about the City or its officers, agents or employees;
- Insubordination;
- Excessive absences or tardiness;
- Failure to report a personal injury or accident, or damage to City equipment;
- Conduct unbecoming a public employee;
- Unsatisfactory work performance including, but not limited to, unsatisfactory quantity or quality of work;
- Violation of fire or safety regulations;
- Smoking in unauthorized areas;
- Use, possession, manufacture, distribution, transfer, sale, or solicitation of illegal drugs on City property, including City vehicles, or while conducting City business;
- Use, possession or being under the influence of alcohol or illegal drugs on City property, including City vehicles or while conducting City business; or

Nothing in the above list alters the at-will nature of employment with the City or requires “cause” for any type of employment action. In other words, even if an employee does not engage in any of the specified conduct above, the employee can still be terminated without cause. City employees do not have a right to any type of pre- or post-disciplinary hearing, or a right to continued employment.

6.02 Disciplinary Procedures

When an employee engages in misconduct or an employee’s job performance is unsatisfactory in the judgment of the responsible supervisors, disciplinary procedures may be initiated. The possible disciplinary actions that may be taken against an employee include: oral reprimand, written reprimand, suspension without pay, demotions and/or dismissal. **The City reserves the right, in all instances, to decide what level of discipline (if any) to impose.** A written record of all disciplinary actions shall be placed in the employee’s personnel file. The written record shall be signed and dated by both the supervisor and the employee. If the employee refuses to sign the documentation, the supervisor shall write “Employee refused to sign” in the space provided for employee’s signature and shall date the entry. A copy of the written record shall be given to the employee.

6.03 Administrative Leave

The City Manager may at any time, whether as a part of the disciplinary process or otherwise, place an employee on administrative leave with pay if the employee determines that such action is in the best interests of the City.

6.04 Grievance Procedures

The City is committed to on-going, open communication with employees regarding performance, goals, objectives, policies, benefits, and all other issues which have an impact on employees. The City understands that during the course of City business, disputes can and will arise and urges employees to resolve these disputes through communication and compromise. The purpose of these grievance procedures is to allow all employees to voice City-related complaints, to have them considered fairly by the City and to have them resolved at the lowest level possible.

A “grievance” is an asserted complaint of a violation, misinterpretation, inequitable application of or non-compliance with existing City rules, regulations, or policies. Complaints relating to employment classification, performance evaluations and/or disciplinary action do not fall within the definition of a “grievance” for purposes of this policy and the City will not engage in its grievance procedures regarding these complaints.

The City will not take punitive action against any employee for using the grievance procedure.

Each party involved in a grievance shall act quickly so that the grievance can be resolved promptly. Every effort should be made to complete the grievance procedure within the limits specified in the grievance procedure. The parties may extend the time limitations for any step through mutual consent.

Informal Grievance Procedures

First Step. An employee must first discuss the grievance with the employee's supervisor within seven (7) calendar days of the incident giving rise to the grievance. The supervisor shall make sure that any grievance made by an employee, in any form or manner, receives prompt, fair attention. If the supervisor fails to take any action on the employee's grievance within seven (7) calendar days of the report, the employee's informal grievance is deemed denied.

Formal Grievance Procedures

Second Step. If the employee feels the grievance has not been settled to the employee's satisfaction within seven (7) calendar days of their presenting the grievance to the employee's supervisor, the employee may file a formal grievance. The employee must file this grievance within seven (7) calendar days of the denial of the informal grievance by submitting to the employee's immediate supervisor a written statement giving a concise account of the grievance. The written statement shall include:

- The date of the event;
- A brief summary of what happened;
- The rule, regulation, or policy the employee claims was violated;
- The names of the individuals involved;
- Other pertinent information that may be necessary to arrive at a full understanding.

The immediate supervisor shall reply, in writing, to the employee initiating the grievance within seven (7) calendar days of receiving the grievance statement. If the grievance is settled at this point, no further action will be taken, and the supervisor's decision will be considered final and binding.

Third Step. If an employee is not satisfied with the decision at the second step of this procedure, he/she will have an additional three (3) working days to request a decision by the City Manager. The City Manager will discuss the problem with the employee and review the immediate supervisor's verbal or written decision within ten (10) working days unless the City Manager determines that additional time is required under the circumstances. The City Manager shall provide a response in writing to the employee. The decision at this step shall be final and conclusive for all parties.

6.05 Attendance and Punctuality

To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting for work. Absenteeism and tardiness place a burden on other employees and the City. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he/she must notify the supervisor as far in advance as possible of normal business hours and, at a minimum, within the first half hour of the start of the employee's shift. Poor attendance and excessive tardiness are disruptive and unacceptable and may lead to disciplinary action, including termination of employment.

6.06 Safety

Establishment and maintenance of a safe work environment are the shared responsibility of the City and employees at all levels. The City will take all reasonable steps to assure a safe environment and compliance with federal, state, and local safety regulations.

Employees are expected to comply with safety rules and to exercise caution in all their work activities. They must immediately report any unsafe conditions to their supervisor. Both supervisors and employees at all levels are expected to correct unsafe conditions as promptly as possible.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with laws and initiate insurance and workers' compensation procedures.

It is the responsibility of each employee to:

- Be constantly aware of potential problems within the work environment which may cause injury, and report any problems to the employee's supervisor;
- Continually familiarize himself/herself with the safe operation of equipment and the safe use of chemicals;
- Obey all safety rules and regulations established by the City and practice them to the best of the employee's ability;
- Report immediately to the employee's supervisor all hazards that could cause or have caused injury.

All employees are responsible for complying with the safety procedures. Violations of safe working procedures are cause for disciplinary action, up to and including termination of employment.

6.07 Dress Standards

In the interest of presenting a professional image to the public, employees are expected to dress in a business-like manner that reflects our respect for our public and the importance of the work we do together. Employees are expected to present a clean and neat appearance and to dress professionally in accordance with their working environments (e.g. office work, field work, etc.). The supervisor is responsible for enforcing proper dress and personal hygiene. If an employee's dress and grooming are determined to be inappropriate, the employee will be counseled by the employee's supervisor. In some cases, the employee's supervisor may send the employee home to change, without pay. Violation of this policy by an employee may result in disciplinary action.

While no professional dress policy can be all encompassing, for purposes of guidance, the following are examples of inappropriate dress:

- Bib overalls;

- Undershirts, tank tops, halter tops, midriff or tube tops;
- Clothing that is torn or has holes, sweatsuits or athletic apparel;
- Flip flops or slippers.

Hair is to be clean, combed, and neatly trimmed. Sideburns, mustaches, and beards should also be clean and neatly trimmed.

6.08 Telephone Usage

To assure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Use of City telephones for personal calls, including local calls, is to be kept to a minimum. Employees may not utilize City telephones so as to incur any charges which are charged to the City. Personal calls made on personal cell phones should be made during breaks or meal periods.

6.09 Smoking

In keeping with state law and the City's intent to provide a safe and healthful work environment, smoking is prohibited while on duty and is prohibited throughout the workplace, including City vehicles.

On breaks, smoking is permitted outside of buildings in areas where the smoke will not enter buildings.

6.10 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual and potential conflicts of interest, or even the appearance of conflict of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is defined to include the employee's spouse, children, parents, siblings, grandparents, aunts, uncles, nieces, and nephews whether by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she discloses to the City Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where the employee or relative has a significant ownership in a firm with which the city does business, but also when an employee or relative

receives any kickback, bribe, gift, or special consideration as a result of any transaction or business dealings involving the city.

Upon assuming their respective positions with the City and annually thereafter, all designated employees of the City must execute the Conflicts of Interest Disclosure Statement required by the Fair Political Practices Commission, as it may be amended from time to time and must agree to be bound by its provisions.

City employees are prohibited from threatening or discriminating against consultants or contractors for arbitrary or capricious reasons, or personal gain.

State law establishes separate and distinct policies regarding the prohibition of certain defined conflicts of interest, as well as the disclosure of income, assets, and business position. It is the employee's responsibility to comply with these laws and policies and to contact Human Resources regarding these requirements.

6.11 Confidential Information

The materials, products, designs, plans, ideas, and data of the City are the property of the City and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct.

Employees shall not disclose any confidential information, including without limitation, billing records or other personal data regarding a member of the public, personnel records of the City, or information regarding actual or potential claims and litigation against the City.

Any employee who participates in any practice prohibited by this section will be subject to disciplinary action, up to and including possible discharge from employment.

6.12 Use of City Equipment and Vehicles

Equipment and vehicles essential in accomplishing job responsibilities are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, ensure that the equipment is maintained, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machine, tool, or vehicle appears to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees and others.

Personal use of City property is prohibited. Any City equipment or property assigned to an employee must be returned immediately upon the City's demand and at its sole discretion. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations may result in disciplinary action, including termination of employment.

All City employees driving a City owned vehicle or a privately owned vehicle in the conduct of City business must have a valid unexpired California driver's license and appropriate insurance coverage.

It is the employee's responsibility to report immediately incidents resulting in the loss or suspension of the employee's driver's license to Human Resources. An employee for whom driving is an essential job function and who loses the employee's driver's license, is convicted of, or pleaded no contest to, or entered into a diversion program to avoid conviction of reckless driving or driving under the influence of alcohol or drugs, or becomes uninsurable as a driver, may be terminated.

When traveling on City business, all employees shall use safety belts and observe all traffic laws. The City shall not assume financial responsibility for traffic citations received by employees driving either City owned vehicles or privately owned vehicles on City business.

Employees who are assigned a City owned vehicle are responsible for attending to routine maintenance including, but not limited to, gas and tires.

6.13 Changes In Employee's Personal Information

All employees are required to notify the Human Resources office of changes in their personal information. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personal information accurate and as up-to-date as possible.

SECTION 7. GENERAL ADMINISTRATIVE POLICIES

7.01 Mileage Reimbursement

An employee will be reimbursed for mileage incurred while driving the employee's personal car on City business. This reimbursement does not include traveling between home and work unless the employee is responding to an after hours "on-call" message or is otherwise approved by the City Manager.

Current reimbursement rates may be obtained from Human Resources.

7.02 Expense Reimbursement

City employees will be reimbursed for necessary business expenses directly related to authorized activity of the organization.

Employees are to receive prior authorization from the appropriate supervisory personnel before incurring any reimbursable expense. Unauthorized or inappropriate expenditures by employees will not be reimbursed by the City. Receipts will be required for reimbursements.

7.03 Personal Property

Employees are advised not to bring personal property with them to the workplace or with them while conducting City business, as the City assumes no responsibility for such personal property and will not reimburse employees for damages or loss of employee's personal property.

7.04 Media Contact

Employees shall refer all media requests to the City Manager. Employees are not permitted to communicate with the media on the City's behalf unless they have received specific, prior authorization by the City Council or City Manager.

7.05 Credit Card(s) and Credit Accounts

Employees may not utilize City credit cards or credit accounts without the prior consent of the City Manager.

SECTION 8. SEPARATIONS

8.01 Separations from Employment

There will be times when the employment relationship will be terminated, whether by the City, the employee, or by mutual agreement. Although advance notice is not required, the City requests that employees who are resigning voluntarily provide at least two weeks written notice of resignation from all employees. Again, this is not required.

8.02 Return of City Property

Employees are responsible for all City property, materials, or written information issued to them or in their possession or control. Employees must return all City property that is in their possession or control in the event of separation of employment or immediately upon request.

8.03 Exit Interview

Human Resources will generally schedule an Exit Interview with each employee who leaves the City regardless of the reason. This interview allows employees to communicate their views on their work with the City and the job requirements, operations, and training needs. It also provides the employee an opportunity to discuss such issues as employee benefits, **COBRA medical benefits** and repayment of any outstanding debts to the City.

CITY OF PLYMOUTH
AT-WILL STATEMENT AND EMPLOYEE ACKNOWLEDGMENT

A. At-Will Statement

All City employees serve at the discretion of the City Manager. Accordingly, employment by the City is employment "At-Will." Except for the City Manager, no manager, supervisor, client, or representative of the City has any authority to enter into any agreement for employment for any specific period of time or to make any agreement for employment other than "At-Will."

Employment with the City is also by mutual consent. The City reserves and retains the right to terminate any employment relationship with any employee, at any time, for any reason, or no reason, with or without notice. The employee also retains the right to terminate the employee's employment at any time, for any reason, or no reason, with or without notice

This manual is not a contract of employment and is subject to change. It may be revoked, altered, amended, or modified at any time by the Plymouth City Council.

B. Acknowledgment

This is to acknowledge that I have received a copy of the City's Personnel Manual. I understand that it contains important information on the City's general personnel policies and on my privileges and obligations as an employee. I further understand that I should contact the Personnel Officer to obtain more comprehensive information on the City's personnel policies.

I understand that I am governed by its contents and that those contents may be subject to change. Changes to this document are implemented at the sole and absolute discretion of the Plymouth City Council and may occur with or without prior notification. I further understand that my employment with the City is for a no fixed term and is by mutual consent. Consequently, either the City or I may terminate the employment relationship at will, at any time, for any reason, or for no reason, with or without prior notice.

Employee's Name

Employee Signature

Date

Employee Copy - Please sign and keep with your Personnel Manual

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Employee's Name

Employee Signature

Date

Please sign this document and return to the Personnel Officer

EXCERPT FROM CITY OF PLYMOUTH MUNICIPAL CODE

§ 2.08.090 Authority over employees.

It shall be the duty of the City Manager, and the City Manager shall have the authority to manage, supervise, and give directions to all heads of departments under the City Manager's jurisdiction and, through their department heads, to subordinate officers and employees. The City Manager shall be responsible for, supervise, and direct, the functioning of all City departments, personnel, and consultants, other than the City Clerk, City Treasurer, and City Attorney. The City Manager shall be responsible for the evaluation of employees, including granting of step increases in salary. The City Manager shall be responsible for the appointment, removal, promotion, discipline, evaluation, or demotion of all other City employees and/or may authorize department heads to appoint, remove, promote, discipline, evaluate, or demote employees, in accordance with the Personnel Rules of the City.

7.5



CITY COUNCIL AGENDA ITEM NO. 7.5
12/11/2025

SUBJECT: Approval of Continued Bulk Water Service for Moorefield Construction Through April 15, 2026

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

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

BACKGROUND

At the special meeting held on November 26, 2025, the City Council authorized the temporary reconnection of the hydrant-mounted construction water meter for Moorefield Construction, allowing service only until this meeting. Staff reinstalled the meter in accordance with that direction. Moorefield Construction now requests continued access to bulk water through April 15, 2026, at the previously approved rate of \$100 per 4,000 gallons.

Moorefield Construction, Inc. is constructing the Acorn Ridge Casino at 17500 CA-49 in unincorporated Amador County, a major regional development that requires substantial quantities of construction water for dust control, compaction, concrete production, and other critical activities. Moorefield originally submitted a Fire Hydrant Meter Rental Application on February 26, 2025, seeking water service through May 1, 2025. The application was processed, a \$3,577.25 deposit was received, and the City issued a construction water meter. Moorefield began drawing water from the Village Drive hydrant and was billed at the established rate of \$100 per 4,000 gallons along with a \$30 monthly rental fee.

In November 2025, staff discovered that Moorefield's encroachment permit for Village Drive had expired in July and that the meter rental period had extended beyond the date listed on the original application. Service was disconnected, and Moorefield was notified. By November 25, 2025, all outstanding invoices were paid, and the company requested reinstatement. The City Council subsequently authorized a temporary reconnection at the November 26, 2025 meeting.

Since that time, Moorefield has remained fully current on all payments and has complied with all City requirements. The company continues to demonstrate a legitimate and ongoing need for construction water as work on the Acorn Ridge



CITY COUNCIL AGENDA ITEM NO. 7.5

12/11/2025

Casino progresses. Continued access to bulk water supports timely advancement of a significant regional project while generating consistent revenue for the City's water enterprise fund. This arrangement does not negatively impact local water customers or supply reliability, and the City maintains full oversight over metering, billing, and compliance.

ENVIRONMENTAL DETERMINATION

As the City did not have any approval authority over the Acorn Ridge Casino, the City did not study the environmental impacts of the project. Instead, the environmental impacts of the Acorn Ridge Casino project were analyzed by the Ione Band of Miwok Indians through a Tribal Initial Study/Mitigated Negative Declaration.

Access to water through a construction water meter on Village Drive to the project site immediately adjacent to Village Drive was not specifically analyzed in the TIS/MND. However, staff has determined that the temporary nature of this connection and the limited physical impact of the connection (i.e., connecting a construction water meter to an existing fire hydrant and connecting a hose to that meter) mean the provision of water under these circumstances is exempt from environmental review under the California Environmental Quality Act pursuant to the Class 4 Categorical Exemption (14 C.C.R. § 15304(e).)

FISCAL IMPACT

Continued rental of the hydrant meter and the sale of bulk water at \$100 per 4,000 gallons will generate ongoing revenue for the City's water enterprise fund. Moorefield Construction remains current on all payments and maintains a deposit on file. No adverse fiscal impacts are anticipated.

RECOMMENDATION

Staff recommends that the City Council discuss and possibly authorize the continued use of the construction water meter by Moorefield Construction through April 15, 2026 at the established rate of \$100 per 4,000 gallons and direct the City Manager to execute any necessary documents required to facilitate this extension.

ATTACHMENT(S)

1. None

7.6



CITY COUNCIL AGENDA ITEM NO. 7.6
12/11/2025

SUBJECT: Review of Encroachment Permit 2025-01-27 and Supplemental Application Submitted by Moorefield Construction

DEPARTMENT: City Manager's Office

STAFF: Interim City Manager Cameron Begbie

TITLE

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

BACKGROUND

In January 2025, the former Public Works Director approved Encroachment Permit No. 2025-01-27, authorizing Moorefield Construction to relocate a City-owned fire hydrant and perform related work necessary for a new entrance to the Acorn Ridge Casino, located at 17500 CA-49 in unincorporated Amador County. Although the casino project lies outside City limits, the work required adjustments to City infrastructure, making the encroachment permit necessary. The permit covered the period January through July 2025, and Moorefield Construction has fully completed all activities authorized under that permit.

During subsequent coordination with Moorefield Construction regarding both the encroachment permit and the contractor's interest in purchasing bulk water for on-site construction needs, the contractor submitted a second encroachment permit application. This additional application was submitted proactively to ensure proper authorization in case an encroachment became necessary to facilitate bulk-water access. Importantly, the application does not request or allow any additional construction, modifications, or new work beyond what was already approved and completed under Encroachment Permit 2025-01-27. At this time, staff has determined that no new encroachment is required, and therefore the supplemental application has not been issued as a new permit.

ENVIRONMENTAL DETERMINATION

Please include any information related to CEQA/NEPA. If you are unsure if CEQA/NEPA is required for your agenda item, please consult the City Attorney's office and/or City Planning Department.



CITY COUNCIL AGENDA ITEM NO. 7.6
12/11/2025

FISCAL IMPACT

There is no fiscal impact associated with this report. Any future encroachment requests would be subject to standard application fees, inspection costs, and cost recovery for staff time as applicable.

RECOMMENDATION

Staff recommends that the City Council receive and file this report regarding the status of Encroachment Permit 2025-01-27 and the supplemental application submitted by Moorefield Construction, and authorize approval of the additional encroachment permit for administrative purposes only, should the Council determine that such approval would support clear documentation and continuity of project records.

ATTACHMENT(S)

1. Moorefield Construction Encroachment Permit 2025-01-27
2. Moorefield Construction Permit Application



CITY OF PLYMOUTH
Permit to Encroach
(For City Use)

P.O. Box429
Plymouth, CA 95669
209-245-6941

PERMIT NO.: 2025-01-27
Inspection Fee: _____
Permit Fee: \$400.00
Total: 1-27-2025

The City of Plymouth, State of California, having received an application therefore, hereby authorizes and grants pursuant to **Chapter12** Section **12.08** of City Code, a revocable license to:

Name: Bill Hall of Moorefield Construction
Address: 4080 Truxel Road, Suite 200 Sacramento, CA 95834-3725

Telephone: 916-614-7888

to perform work, construction and/or otherwise encroach upon the street, easement or property as described below, in accordance with the Encroachment Ordinance, Improvement Standards, and the approved application.

The project will create a driveway at Village Drive for access to a new casino.

The project will abandon an existing 1" water service and relocate a fire hydrant.

Location of Encroachment:

Village Drive @ Highway 49

Type of Encroachment:

Excavation

Obstruction

UG Utility x

Driveway x

Other (Explain fully) _____

The sketch and/or detailed plans (as approved by the City) that accompanied the Application, are hereby made a part of this permit.


Note: Conditions# 1-10 on page 2 shall be strictly enforced or permit is void. *Additional Condition #11*

For and in consideration of the granting of said permit, the applicant promises and agrees to comply with all provisions, terms, conditions, and restrictions set forth in the above mentioned General and/or Special Provisions regulating work performed.

Duration of Permit: From: January 2025 To: July 2025

City of Plymouth

Permittee:


Cathleen Johnson, Public Works Director

****Maintain one open lane of traffic at all times during construction. If necessary to completely close off street, notify Cathleen Johnson at 245-6941, ext. 255; City of Plymouth Volunteer Fire Department at 245-4833; and the Amador County Sheriff at 223-6500. Requires 24 Hour Notice. Applicant to notify Underground Service Alert 48 hours prior to excavation.**

PERMIT No. 2025-01-27

CIRCLED CONDITIONS APPLY TO THIS PERMIT

1. Any damaged underground piping shall be repaired to the satisfaction of the City inspector or the respective utility company.
2. Prior to start of work, Contractor shall provide City with insurance as set forth in the Applicant Release and Indemnification Statement (attached) naming the City as additionally insured on the policy.
3. Prior to start of work, Applicant shall execute and return to City the attached Applicant's Release and Indemnification Statement.
4. Additional signage as directed by City representative shall be required to alleviate any traffic congestion or circulation problems.
5. All paving sections shall receive a minimum of 2" A/C over 6" minimum compacted A.B. (at 95% relative compaction) unless otherwise specified. Existing pavement shall be saw-cut and tacked prior to receiving new pavement.
6. Concrete or A/C drainage swale shall be maintained along encroachment.
7. Contractor shall call for inspection before paving or placing concrete. All preparation work shall be accomplished before inspection.
8. All work shall be done to City Specifications, if any work is done without inspection or approval this permit becomes void and the work shall be removed.
9. Contractor's attention is directed to City Standard Drawings Commercial Driveway ST-11
10. Execute and comply with Release and Indemnification Statement. (Attached when required.)
11. Other special conditions that shall be complied with are:

* Required: Pre-construction meeting with city engineers,
Waber Ohio & Associates.

CITY OF PLYMOUTH

By Cathleen Johnson
Cathleen Johnson, Public Works Director

Date: 1-27-2025



APPLICATION FOR ENCROACHMENT PERMIT
To perform work or encroach on a City Street, Easement, or Property

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

Date: 11/14/2025

Moorefield Construction, Inc.

Applicant's/Contractor's Name: _____
4080 Truxel Rd. Suite 200 916-614-7888
Address: Sacramento CA 95834 Phone No: _____

Cost Estimate of Work: \$ \$50,000.00

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

LOCATION OF ENCROACHMENT:

Acorn Ridge Casino
17500 Stage Highway 49
Plymouth Drive
(Village Drive Entrance)

AP# _____

TYPE OF ENCROACHMENT:

Excavation _____
UG Utility X _____
Obstruction _____
Water/Sewer _____

Road/Driveway X _____
Other (explain) _____

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

Plans are on file with the City of Plymouth under Permit No. 2025-01-27

July 2025

Estimated starting date: _____

Estimated completion date: April 2026

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

Signature of Applicant
Bill Hall
Digitally signed by Bill Hall
DN: C=US,
E=Bhall@moorefieldconstruction.com,
O=Moorefield Construction, CN="Bill Hall"
Date: 2025.11.17 11:17:48-08'00'

ENCROACHMENT PERMIT REGULATIONS

Information Handout Sheet

(Note: This sheet is to accompany the issued permit)

1. Notify Underground Service Alert (1-800-227-2600) and the City of Plymouth (1-209-245-6941) at least 48 hours prior to starting any work in or out of public right of way.
2. All pavement shall be saw cut. Tack coat all pavement edges immediately prior to paving. Paving material shall be 1/2-inch maximum medium graded Class B asphalt concrete mixed and placed in accordance with the requirements of Section 39 of the State of California Department of Transportation.
3. Traffic control and signing shall comply with the "Manual of Traffic Controls".
4. Whenever work encroaches onto the street or traveled way such that less than 20-feet of pavement width is usable by traffic, Permittee shall provide one flagmen whose sole duty shall be traffic control. Flagmen shall be furnished all necessary equipment and instructed in traffic control procedures indicated in the "Manual of Traffic Controls for Construction and Maintenance Work Zones".
5. Materials, soil pipes, equipment and supplies in the right of way after working hours shall be stored at least 15-feet from street centerline and shall be adequately marked with cones and flasher type barricades.
6. All trenches shall be backfilled and all streets and sidewalks shall be swept clean at the end of each working day. All trenches shall be finish paved or protected with temporary asphalt (cold mix) paving. Streets and sidewalks shall be fully opened for traffic unless written permission is obtained from the District.
7. If permit is for construction of pipeline or its appurtenances, the contractor is required to have in his possession a General Engineering (Class A) license or equal. Permittee shall provide a written cost estimate of work and contractor's liability insurance with a minimum \$1,000,000 naming the City as additionally insured on the policy. Compaction tests may be required before applying permanent paving to street. Surety may also be a requirement for this permit.

APPLICANT'S RELEASE AND INDEMNIFICATION STATEMENT

The APPLICANT hereby releases and agrees to defend, hold harmless, and indemnify the CITY OF PLYMOUTH (CITY) its officers, agents, employees, and any of its representatives, from and against any injuries, deaths, damage, and liability whatsoever resulting from the performance or non-performance of any work to be done in and upon easements or right-of-ways of said CITY and upon the premises adjacent thereto pursuant to this PERMIT, and also from any injuries and deaths of persons and injuries to property or other interests and all claims howsoever same may be caused and whenever the same may appear, either directly or indirectly, made or suffered by APPLICANT or his agents while engaged in the performance of said work.

APPLICANT'S contractors shall furnish to CITY evidence of an insurance policy which meets with the approval of the CITY. The minimum limits of such shall be in the amount of \$1,000,000 for the death of or injury to any person and \$1,000,000 for the death or injury to more than one person in any one accident. Said policy shall be in favor of APPLICANT or its contractors and of CITY. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until CITY shall have a least thirty (30) days notice in writing of such cancellation.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Applicant's Name:	Moorefield Construction, Inc. Bill Hall
Address	4080 Truxel Rd. Suite 200 Sacramento CA 95834
Permit No.	2025-01-27

7.7



CITY COUNCIL AGENDA ITEM NO. 7.7
12/11/2025

SUBJECT: Community Facilities District No. 2016-01
Zinfandel Services District) – Ditch Repair Project

DEPARTMENT: City Engineer

STAFF: Frank Whitmore, City Engineer

TITLE

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

BACKGROUND

City Staff met with representatives from Zinfandel Ridge on October 26, 2025, regarding ditch repair to various sections of roadside ditches within the Zinfandel Ridge subdivision.

Project plans/specifications were prepared that included removing sediment from the roadside ditches and lining them with angular rip rap (Base Bid Project). An additive alternate was requested by the Zinfandel Ridge representatives for substituting out the angular rip rap with rounded cobble.

The project was advertised for bids on November 7, 2025, a mandatory pre-bid conference was held on November 18, 2025, and the bid opening was held on December 2, 2025. The City received 3 bids as listed below.

Contractor	Base Bid	Additive Alternate
RD Morgan Construction	\$24,850.00	\$34,500.00
Phase One Construction	\$46,330.00	\$ 6,000.00
Shenandoah Excavating	\$46,391.00	\$ 6,500.00

Due to RD Morgan Construction’s bid price differences between Phase One Construction and Shenandoah Excavating, the City Engineer spoke with each of the bidders. RD Morgan Construction informed us that his Base Bid price was just to clean out the existing ditches, and no angular rip rap or rounded cobble was



CITY COUNCIL AGENDA ITEM NO. 7.7

12/11/2025

included. RD Morgan Construction also thought the additive alternate was for adding the cobble rock after cleaning out the ditch. Phase One Construction and Shenandoah Excavating bid the project as intended.

There are a few options the City has as noted below:

1. Declare the low bidder as unresponsive and award the Base Bid to the 2nd low bidder (Phase One Construction). Total Cost is \$46,330.
2. Option #1 but include additive alternate work (rounded cobble rock instead of angular rip rap). Total Cost is \$52,330
3. Reject all 3 bids and re-bid project. The City Engineer does not anticipate lower bids with this option.

FISCAL IMPACT

Funding for this project would be from the Community Facilities District No. 2016-01 (Zinfandel Services District).

RECOMMENDATION

After discussion with representatives from Zinfandel Ridge, it is recommended the project be awarded to the second lowest bidder, Phase One Construction for \$46,330.00 for the Base Bid only.

ATTACHMENTS

1. Bid Summary
2. Resolution 2025-24

**CITY OF PLYMOUTH
COMMUNITY FACILITIES DISTRICT NO. 2016-01 (ZINFANDEL SERVICES DISTRICT)
DITCH REPAIR PROJECT**

BID SUMMARY

BID OPENING: DECEMBER 2, 2025 at 10:00 A.M.

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		RD MORGAN CONSTRUCTION		PHASE ONE CONSTRUCTION		SHENANDOAH EXCAVATING	
				\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL
1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
2	Locate and Protect Existing Utilities	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
3	Ditch Restoration (Location #1)	LF	126	\$90.00	\$11,340.00	\$30.00	\$3,780.00	\$55.56	\$7,000.00	\$95.00	\$11,970.00
4	Ditch Restoration (Location #2)	LF	212	\$90.00	\$19,080.00	\$30.00	\$6,360.00	\$51.89	\$11,000.00	\$61.00	\$12,932.00
5	Ditch Restoration (Location #3)	LF	237	\$90.00	\$21,330.00	\$30.00	\$7,110.00	\$71.73	\$17,000.00	\$57.00	\$13,509.00
6	Silt Removal (Location #4)	LF	120	\$45.00	\$5,400.00	\$30.00	\$3,600.00	\$37.75	\$4,530.00	\$41.50	\$4,980.00
TOTALS:				\$64,150.00		\$24,850.00		\$46,330.00		* \$46,391.00	

ADDITIVE ALTERNATE:

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		RD MORGAN CONSTRUCTION		PHASE ONE CONSTRUCTION		SHENANDOAH EXCAVATING	
				\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL
1	Ditch Restoration with river rock (Location #1)	LF	126	\$10.00	\$1,260.00	\$60.00	\$7,560.00	\$11.90	\$1,500.00	\$14.29	\$1,800.00
2	Ditch Restoration with river rock (Location #2)	LF	212	\$10.00	\$2,120.00	\$60.00	\$12,720.00	\$9.43	\$2,000.00	\$10.85	\$2,300.00
3	Ditch Restoration with river rock (Location #3)	LF	237	\$10.00	\$2,370.00	\$60.00	\$14,220.00	\$10.55	\$2,500.00	\$10.13	\$2,400.00
ADDITIVE ALTERNATE TOTALS:				\$5,750.00		\$34,500.00		\$6,000.00		\$6,500.00	

BASE AND ADDITIVE ALTERNATE TOTALS: \$69,900.00

\$59,350.00

\$52,330.00

\$52,891.00

* Shenandoah Excavating - Mathematical Error
Actual: \$46,391
As Submitted: \$43,391

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLYMOUTH AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE COMMUNITY FACILITIES DISTRICT NO. 2016-01 (ZINFANDEL RIDGE SERVICES DISTRICT) – DITCH REPAIR PROJECT

WHEREAS, the City of Plymouth advertised for bids for the Ditch Repair Project on November 7, 2025; and

WHEREAS, the City of Plymouth conducted the bid opening for the Ditch Repair Project at 10:00 a.m. on December 2, 2025; and

WHEREAS, the City received three bids for the project; and

Contractor	Base Bid Amount	Additive Alternate Bid Amount
RD Morgan Construction	\$24,850	\$34,500
Phase One Construction	\$46,330	\$6,000
Shenandoah Excavating	\$46,391	\$6,500

WHEREAS, there were discrepancies noted during the bid review from the lowest bidder, RD Morgan Construction; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby award the Construction Contract for the Community Facilities District No. 2016-01 (Zinfandel Ridge Services District) to Phase One Construction, and the Interim City Manager is hereby authorized to execute a Construction Agreement with Phase One Construction in the amount of \$46,330.00.

THE FOREGOING RESOLUTION was duly introduced and passed at a meeting of the City Council of the City of Plymouth held on the 11th day of December, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wendy Cranford, Mayor

ATTEST:

Victoria McHenry, City Clerk

7.8



CITY COUNCIL AGENDA ITEM NO. 7.8

12/11/2025

SUBJECT: City Council Reorganization- Selection of Mayor and Vice Mayor

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager
Victoria McHenry, City Clerk

TITLE

CITY COUNCIL REORGANIZATION – SELECTION OF MAYOR AND VICE MAYOR

BACKGROUND

Council Re-Organization, select the new Mayor and Vice Mayor.

Every year there is a selection of Mayor and Vice Mayor among the Council Members.

Duties of the Mayor include:

1. The Mayor, as chairperson, presides over the regular and special meetings of the Council.
 - a) Keeps the discussion focused on the issues.
 - b) Prevents overly dominating members from having a disproportionate influence.
 - c) Solicits opinions, feelings, and positions from reticent members.
 - d) Discourages finger pointing and blame-oriented statements or questions.
 - e) Protects colleagues and staff from verbal attacks.
 - f) Encourages the generation of alternative solutions.
 - g) Protects new thoughts from being rejected prior to consideration.
 - h) Delays evaluation and analysis of alternatives until all are on the table.



CITY COUNCIL AGENDA ITEM NO. 7.8

12/11/2025

- i) Facilitates the meeting and does not let the elected body drift off topic.
- j) Guides the process of screening alternatives and selecting a solution.
- k) Attempts to build consensus among members during the meetings only.

The Mayor has the authority to call special Council meetings.

- 2. The Mayor is required to sign all ordinances, resolutions and proclamations.
- 3. The Mayor signs all letters from the Council.
- 4. The Mayor represents the City at Civic and Community functions such as:
 - a) Purple Heart Ceremony, Harvest Festival, Christmas Market
 - b) League of California City Division Meetings

The Vice Mayor assumes the duties of the Mayor when the Mayor is not available.

The City Clerk is the elections officer for the City, holds the selection for the Mayor. The process includes the following:

The City Clerk declares that the nominations are open for the office of Mayor. The Deputy City Clerk accepts nomination(s) from the Council Members. You may nominate more than one person for a position, and you may nominate yourself for a position. When there are no further nomination(s), the City Clerk will close the nominations and take a roll call vote. If there is more than one nomination, a vote will be taken in order of nomination. You may vote for more than one person for the position. The Mayor is selected by a majority vote, three (3) votes; if a tie occurs there will be a runoff vote. If more than one person is nominated and during the roll call vote the first nomination receives the majority vote the election is complete. Following the vote(s), the City Clerk declares that the Mayor is elected.

Once the newly selected Mayor is seated, the Mayor holds the selection of the Vice Mayor in the manner as outlined for Mayor.



CITY COUNCIL AGENDA ITEM NO. 7.8

12/11/2025

FISCAL IMPACT

There is no fiscal impact.

STAFF RECOMMENDATION

Staff recommends proceed with selection of the Mayor and Vice Mayor.

**CLOSED
SESSION
10.1**



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



RETURN TO:

City Clerk
P.O. Box 429
9426 Main Street,
Plymouth, CA 95669
vmchenry@cityofplymouth.org

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code §911.2).
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code §911.2).
3. READ ENTIRE CLAIM FOR BEFORE FILING
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS

CLAIMANT INFORMATION:

Outfront Media LLC

FULL NAME

N/A

DATE OF BIRTH

N/A

() N/A

HOME ADDRESS INCL. CITY, STATE & ZIP

HOME TELEPHONE NO.

[REDACTED] Fresno, CA 93727

[REDACTED]

BUSINESS ADDRESS INCL. CITY, STATE & ZIP

BUSINESS TELEPHONE NO.

ADDRESS AT WHICH CLAIMANT DESIRES TO RECEIVE
NOTICES OR COMMUNICATIONS REGARDING THIS CLAIM
(if different from home address provided above):

[REDACTED], San Francisco, CA 94105

1. WHEN DID DAMAGE OR INJURY OCCUR? DATE: October 7, 2025 TIME: ☐ AM ☐ PM

2. PLACE OF ACCIDENT (OCCURRENCE) **BE SPECIFIC** – Describe fully and (if applicable) locate on diagram on reverse side of this sheet. Where appropriate, give street names and addresses, measurements and landmarks.

18328 State Route 49 (APN 010-111-007), City of Plymouth, California 95669.

3. HOW DID DAMAGE OR INJURY OCCUR?

The City of Plymouth Building Official, John Peabody, issued a red-tag notice halting Outfront Media's lawful maintenance and repair of its legally nonconforming advertising display. The City's action interfered with the customary maintenance of the sign and has forced the sign to remain in a disassembled, non-operational state, causing revenue loss.

4. WERE POLICE AT THE SCENE? ☐ YES ☒ NO

WERE PARAMEDICS AT THE SCENE? ☐ YES ☒ NO

CITY OF PLYMOUTH
LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY
Page 2

5. WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? *Give the name of the city/town employee causing the injury or damage, if known.*

The City of Plymouth's issuance of a stop-work/red-tag order on October 7, 2025, by its Building Official, John Peabody, interfering with Outfront's customary maintenance of the sign and effectively prohibiting operation in violation of State Law. Please see attached letter, incorporated by this reference.

6. GIVE TOTAL AMOUNT OF CLAIM *Include estimate of amount of any prospective injury or damage* \$ 733,236

HOW WAS THE ABOVE AMOUNT COMPUTED? *Be specific, list doctor bills, repair estimates, etc. Please attach 2 estimates.*

DAMAGES INCURRED TO DATE:

Item/Date: _____	Amount: \$ _____
Item/Date: _____	Amount: \$ _____
Item/Date: _____	Amount: \$ _____
Item/Date: _____	Amount: \$ _____

TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM: \$ _____

ESTIMATED PROSPECTIVE DAMAGES, AS FAR AS KNOWN:

Item/Date: Revenues lost from interference with sign maintenance and operations	Amount: \$ <u>733,236</u>
Item/Date: _____	Amount: \$ _____
Item/Date: _____	Amount: \$ _____
Item/Date: _____	Amount: \$ _____

TOTAL ESTIMATED AMOUNT PROSPECTIVE DAMAGES: \$ 733,236

7. WITNESSES TO DAMAGE OR INJURY *List all persons known to have information (attach additional pages, if necessary)*

NAME: Ricky Hill
ADDRESS: [REDACTED] Sacramento CA 95828
TELEPHONE: [REDACTED]

NAME: John Peabody
ADDRESS: 426 Main Street (P.O. Box 429)
Plymouth, CA 95669
TELEPHONE: ()

8. IF INJURED, PROVIDE NAME, CONTACT INFORMATION AND DATE/TIME DOCTOR(S) OR HOSPITAL(S) VISITED:

NAME: _____
ADDRESS: _____
TELEPHONE: () _____
DATE: _____ TIME: _____ ☐ AM ☐ PM

NAME: _____
ADDRESS: _____
TELEPHONE: () _____
DATE: _____ TIME: _____ ☐ AM ☐ PM

NAME: _____
ADDRESS: _____
TELEPHONE: () _____
DATE: _____ TIME: _____ ☐ AM ☐ PM

NAME: _____
ADDRESS: _____
TELEPHONE: () _____
DATE: _____ TIME: _____ ☐ AM ☐ PM

CITY OF PLYMOUTH
LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY

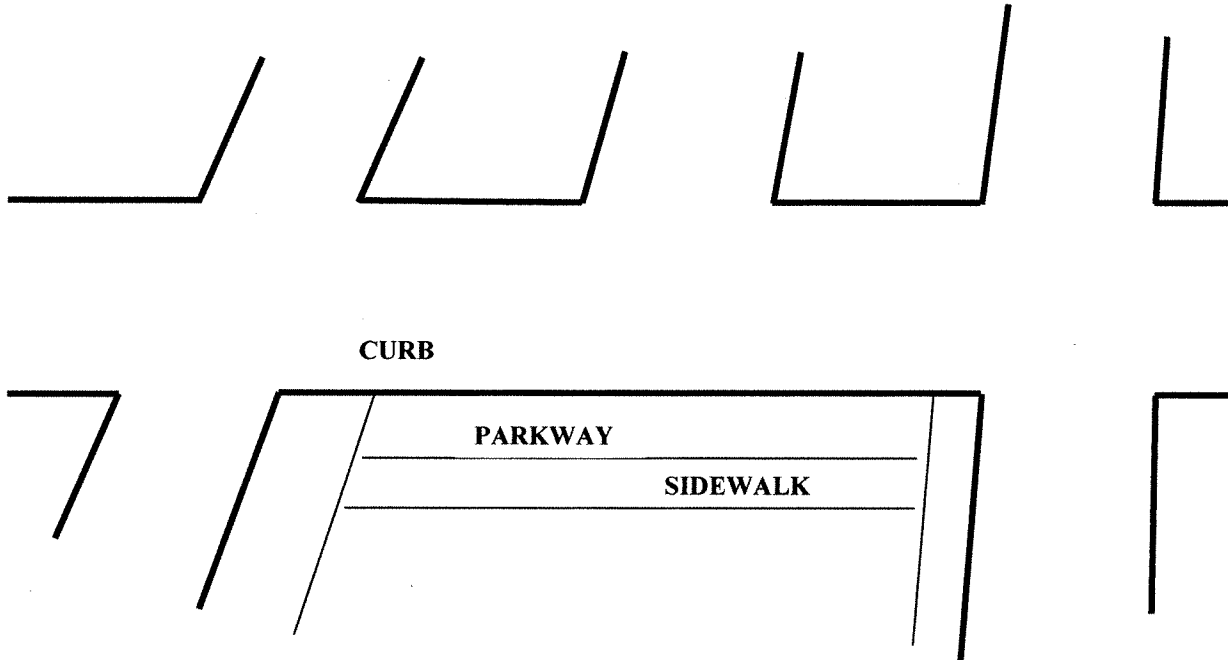
Page 3

9. PLEASE READ THE FOLLOWING CAREFULLY:

For all vehicle accident claims, place on the following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a city/town vehicle was involved, designate by letter "A" location of the City/Town vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Town vehicle; location of City/Town vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

⇒ **NOTE: IF THE DIAGRAM BELOW DOES NOT FIT THE SITUATION, PLEASE ATTACH A PROPER DIAGRAM SIGNED BY THE CLAIMANT.**



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Sean Marciniak
SIGNATURE OF CLAIMANT OR AGENT

Sean Marciniak
TYPE OR PRINT NAME

11.12.2025
DATE

Counsel
RELATIONSHIP TO CLAIMANT

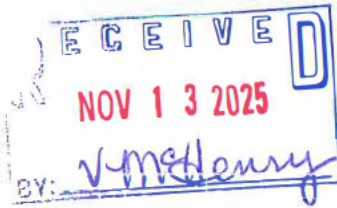
NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (CA PENAL CODE 72)

Attachment 1: Additional Witnesses

1. Ricky Lee Barton - Assistant Operations Manager
Address: 8174 Berry Avenue, Sacramento, CA 95828
Telephone: (916) 459-6396
2. More upon further investigation and/or discovery.

SEAN R. MARCINIAK
PARTNER

E-MAIL smarciniak@hansonbridgett.com



November 12, 2025

VIA ELECTRONIC MAIL

John Peabody
City Building Official
City of Plymouth
9426 Main Street (P.O. Box 429)
Plymouth, CA 95669
BuildingInspection@cityofplymouth.org

Andreas Booher
City Attorney
City of Plymouth
Best Best & Krieger
500 Capitol Mall, Ste. 2500
Sacramento, CA 95814-4741
andreas.booher@bbklaw.com

Re: Interference with Customary Maintenance of Advertising Display (18328 State Route 49)

Dear Mr. Peabody and Mr. Booher:

This office represents Outfront Media LLC, which maintains an outdoor advertising display with two facings (the "Sign") located at 18328 State Route 49 (APN 010-111-007) within the City of Plymouth. The Sign has existed in its current location since 1946, was erected prior to the aforementioned property being located within the City's borders, and constitutes a legal nonconforming use. Recent actions by the City have prevented Outfront from performing customary maintenance on the display, and such actions constitute an unlawful taking under State and Federal law. We demand that the City allow Outfront to perform customary maintenance to avoid further legal action.

In early October of this year, Outfront attempted to conduct maintenance on the Sign in order to remedy a potentially hazardous situation. The display, which is located within feet of the Golden Chain Highway, as well as on a property through which livestock and people regularly traverse, was leaning over. To prevent any safety issues and ensure the Sign complied with State and local safety laws, Outfront personnel visited the property to reset the display's posts.

While Outfront was engaged in these customary maintenance activities, which are explicitly protected under local and State laws, the City's building department issued a red tag and prevented Outfront from completing its maintenance, forcing the Sign to be kept in a disassembled state indefinitely. The City now claims that Outfront must obtain a new conditional use permit to continue operating the Sign.

The City's position is contrary to its own laws. The Plymouth Municipal Code specifically provides that legal nonconforming signs may continue operating without new permits, and may undergo customary maintenance to support continued operations. In fact, when a sign falls into potential disrepair, the Plymouth Municipal Code *requires* a sign operator to engage in customary maintenance, or risk facing a City enforcement action for public nuisance.

Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105 hansonbridgett.com

If the City persists in preventing Outfront from engaging in its customary maintenance and operating the Sign, the City must pay Outfront just compensation for the Sign. In this case, just compensation amounts to at least \$733,236. We request that the City confirm that Outfront will be permitted to complete its maintenance of the Sign and continue its operation thereafter or, in the alternative, confirm that it will monetarily compensate Outfront for its taking of the Sign.

This letter constitutes a presentation of a claim under the Government Claims Act.¹ While we submit and incorporate the concerns herein as a claim under the Government Claims Act, enforcing Outfront's constitutional and other rights does not require navigation of this process, and Outfront reserves the right to file a petition for writ of mandate and/or an action for declaratory relief at any time. Outfront also reserves the right to seek attorney's fees under California's Eminent Domain Law.

Please let us know by **November 21, 2025** whether the City will allow Outfront to maintain the Sign in a safe configuration as it has proposed to do.

I. The Sign Has Continuously Operated Since 1946 and the City is Preventing its Maintenance.

The Sign was constructed in 1946 in what was then unincorporated Amador County, per California Department of Transportation ("Caltrans") records. In the intervening years, the City expanded and annexed the Sign property, and adopted its modern zoning and sign regulations.

Since its inception, the Sign has been used continuously for third-party advertising. Over the next 15 years, the Sign is expected to result in at least \$733,236 in revenue.

In late 2024, Outfront was informed that the Sign had begun to lean, creating a potential safety hazard for the adjacent highway, as well as for persons traversing and livestock grazing the surrounding field. Rather than allow conditions of the Sign to deteriorate further and risk injury to affected parties and destruction of the Sign, Outfront elected to perform maintenance to restore the Sign to its pre-existing fully upright position. In order to repair the leaning Sign, Outfront's repair crew began to temporarily dismantle the sign to allow the posts to be reset to a stable position, with the goal of maintaining the sign in the exact location and configuration in which it had previously existed, using the original posts with minor reinforcement. Outfront had no intention to remove or abandon the Sign, and its maintenance actions constituted an attempt to stabilize the Sign's posts in order to ensure they were placed in a manner that would correct the Sign's leaning condition. Outfront estimates that the process to correct the Sign's lean would cost \$1,900.

During this repair process, on or about October 7, 2025, the City's building official approached Outfront's staff and indicated they should stop work on the Sign. The City did not issue any written warnings or citations, and Outfront complied with the City's oral directive.² The City now

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

² Outfront takes a very conservative approach in dealing with potential enforcement actions, and it is not Outfront's practice to disobey requests from public officials. Outfront complied with the City's order not as a concession that its activities were unlawful, but as a courtesy, and despite

attempts to characterize Outfront's proposed maintenance activities as wholesale removal and construction of a new sign, requiring compliance and approval under the City's sign ordinance. As discussed below, the City's position is contrary to local and State law, and further prevention of Outfront's maintenance of the Sign will constitute an unlawful taking, requiring just compensation to Outfront and the landowner.

II. The City's Code Both Permits and Requires Outfront to Engage in Repair Activities to Actively Maintain the Sign.

The maintenance activities that the City contends are prohibited are, in fact, both explicitly authorized and required under the Plymouth Municipal Code ("PMC," of the "Code").

According to State permitting records from 1946, the Sign was erected in unincorporated Amador County, south of the City's municipal boundary. Thus, even if municipal sign ordinances existed in 1946, they did not apply to the Sign's location. The Sign accordingly is a legal nonconforming use and Outfront has a vested right to continue operating as a matter of law. (See, e.g., *City of Ukiah v. Cnty. of Mendocino* (1987) 196 Cal. App. 3d 47, 56).

Plymouth acknowledges these unique rights, with section 19.92.120 of the City's Code providing distinct sign regulations for legal nonconforming signs. Under section 19.92.120(A)(2), a nonconforming sign may continue in perpetuity, with no City permits required or conformance with current zoning standards required, so long as no additions, enlargements, or substantial structural changes are made to the sign. The Code also explicitly allows all nonconforming signs to undergo customary maintenance, which the Code defines as any activity or work for the purposes of actively maintaining the sign in its existing approved physical configuration and size dimensions at the specific location. (PMC § 19.92.070(A)(1)). Permitted customary maintenance is contrasted with the concept of "substantial alteration," which the Code prohibits and defines to include a repair or refurbishing that alters the physical dimensions or height of a sign, a repair or refurbishing that replaces any integral component of a sign, and any non-customary maintenance repairs that exceeds 50% of the depreciated value of the sign and structure. (*Id.*)³

As such, it is not the case that customary maintenance activities, as Outfront attempted to perform to ensure that its legal nonconforming Sign remains in a safe and working order, are prohibited or even merely permitted at an operator's discretion. Rather, such maintenance is required under City law. Under section 19.92.070(B) of the Code, a sign operator has a mandatory duty to ensure that a "sign and all parts, portions, and materials thereof shall be maintained and kept in proper repair." Under the Code, failure to properly maintain a display can constitute both a nuisance condition and a zoning violation. (*Id.*).

Here, when Outfront discovered that the Sign was leaning and potentially presented a hazard to surrounding residents, livestock, and roads, it acted in accordance with the City's requirement that the Sign be maintained and kept in proper repair. It disassembled the facings and other elements of the Sign so that the uprights could be reset and repositioned, and continues to keep all the Sign's original parts for use once the posts are properly realigned. Outfront had no

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

³ It is unclear these limitations existed at the time the Sign location was annexed into the City and are consistent with Outfront's vested rights.

intention to remove or cease its use of the Sign, and the Sign's current absence from the property is due solely to the City's regulatory actions that have made repair and operation of the Sign impossible.

With respect to Outfront's interrupted maintenance plans, Outfront intends to calibrate its maintenance of the Sign to conform with the permitted scope of customary maintenance under the Code. Outfront's repairs will consist only of ensuring the original posts that previously held the Sign are restored to an upright position, thus correcting the leaning condition of the Sign and allowing it to be actively maintained in its previous physical configuration at the specific location it has stood for nearly 80 years. There will be no change to the physical dimensions or height of the Sign, and no replacement of any of the Sign's integral components, including the exterior cabinets, bases, and poles. While the Plymouth Municipal Code places no monetary limit on customary maintenance, Outfront's maintenance activities are expected to cost \$1,900 – a fraction of the Sign's depreciated value, which is preliminary estimated to be \$10,000.

Section 19.92.120(A)(2) of the Code is clear: Outfront is permitted to continue operation of the Sign, including any customary maintenance necessary for such operation. By preventing Outfront from performing customary maintenance on a legal nonconforming sign, the City is flagrantly disregarding the rights guaranteed under its own Code and attempting to penalize a company for taking proactive action to avoid a public nuisance. The City must rescind its red tag determination, and allow Outfront to proceed with its maintenance activities to restore the condition of the Sign.

III. If the City Prevents Customary Maintenance of the Sign, It Must Pay Compensation Under State Law.

Leaving aside the City's laws, State law mandates that the City either permit Outfront to engage in its maintenance of the Sign, or pay Outfront fair compensation for the Sign's effective removal.

Under California Business and Professions Code § 5412, no governmental entity, including the City, is allowed to limit or interfere the customary maintenance of any advertising display lawfully erected in the State without payment of just compensation under California's Eminent Domain Law to both the owner of the sign and the owner of the land upon which the sign is placed. Similar to the Plymouth Municipal Code, State law broadly defines customary maintenance to include any activity performed on a display for the purpose of actively maintaining a sign in its existing approved physical configuration and size dimensions at the specific location approved by the State. (4 California Code of Regulation § 2270). Section 2270 lists specific actions that are not considered customary maintenance, including raising the height of the sign from ground level, relocating a sign, adding a facing to a sign, increasing the dimensions of a sign, or adding illumination to a sign. As discussed above, Outfront's proposed maintenance here is modest – it will restore the Sign's original posts to a fully upright position, and include all of the Sign's original parts so that it is maintained in its original physical configuration at its preexisting location. In other words, Outfront proposes to conduct customary maintenance as defined and protected under State law.

The City's actions have already interfered with Outfront's customary maintenance of the Sign for over three weeks, causing the suspension of advertising sales contracts and resulting in a substantial loss in revenues. If the City refuses to allow Outfront to proceed with its maintenance

and operation of the Sign, and insists on forcing Outfront to seek a conditional use permit for its legally vested Sign, Outfront will have no choice but to seek just compensation for the Sign under Business and Professions Code § 5412. Based on expected revenues and the current life of the Sign's lease, just compensation for the Sign is at least \$733,236. Such does not include any attorney's fees that Outfront will pursue if litigation is necessary, which will likely result in aggregate costs of more than \$1 million.

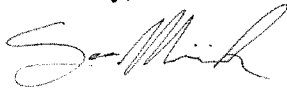
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We urge the City to reconsider its position, and believe the red-tagging of the Sign is based on a misunderstanding of what Outfront's work included . Given the scope of what Outfront is proposing, the Plymouth Municipal Code and State law both require the City to immediately allow Outfront to complete its maintenance of the Sign and resume Sign operations. If the City does not confirm that Outfront may proceed with maintenance by November 21, 2025, Outfront will be forced to consider judicial action to enforce its constitutional rights or obtain the just compensation it is owed under State law.

Sincerely,



Sean R. Marciniak
Partner



Niran S. Somasundaram
Senior Counsel

