



City of Portola
AGENDA

Regular Meeting
April 10, 2024 06:00 PM
35 Third Ave, Portola, CA 96122
<https://www.cityofportola.com/>
<https://zoom.us/j/3583067836>

Mayor Pat Morton • Mayor Pro-Tem Jim Murphy • Councilmember Bill Powers • Councilmember Stan Peiler • Councilmember Leah Turner

REASONABLE ACCOMMODATIONS

The City Council welcomes you to its meetings which are regularly held the second and fourth Wednesday of each month at 6:00 p.m. at the City Hall Council Chambers. Your interest and participation is encouraged and welcome.

As a courtesy, the City Council meeting is also accessible to the public via live streaming at: <https://zoom.us/j/3583067836> or by phone at: Phone Number 1.669.900.6833; Meeting ID: 358 306 7836. **Online and telephonic access does not guarantee the public the ability to observe the meeting in the event there is a disruption or connectivity issues that affect broadcasting. Members of the public who want to be assured that they have the ability to observe the meeting and make comment during the meeting, should attend the meeting in-person.**

Any person desiring to address the City Council or any committee, commission or agency under the jurisdiction of the City Council, on any item not on the agenda may do so during public comment period. Public comment during the meeting will be accepted in person only.

Public Comment can be made by clicking on the "[comment](#)" section directly from the agenda, next to each agenda item.

Public comment will also be accepted via email sent to Deputy City Clerk, at admin@cityofportola.com which if received at least 24 hours prior to commencement of the meeting will be distributed to the Council and posted to the City's website prior to the meeting.

Meeting facilities are accessible to persons with disabilities. Reasonable efforts will be made to accommodate the participation of the disabled in the City's public meetings. If special accommodation for the disabled is needed, please notify the City at 530.832.6801 at least 48 hours prior to the meeting.

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Public Comments

☒ Discussion  [Comment](#)

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Please note that California law prohibits the City Council from taking action on any matter which is not on the posted agenda, unless it is determined to be an urgency item by the City Council. Any member of the public wishing to address the City Council during “**PUBLIC COMMENT**” shall first secure permission of the presiding officer, stand; may give his/her name and address to the Clerk for the record. Each person addressing the City Council shall be limited to three minutes ordinarily, unless the presiding officer indicates a different amount will be allotted.

3. CITY COMMUNICATIONS

☒ Discussion  [Comment](#)

- A. City Council Communications / Committee Reports
- B. Staff Communications / Fire Report / Sheriff's Report / Air Quality Report
- C. City Manager's Report

4. Consent Agenda

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

These items are expected to be routine and non-controversial. The City Council will act upon them at one time without discussion. Any Councilmembers, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations will require a four/fifths roll call vote.

- A. **Claims-** Adopt Resolution No. 2571 authorizing payment of claims for the period of March 28th, 2024 through April 10th, 2024.

Accounts Payable: \$73,262.66

Payroll: \$31,676.88

Total: \$104,939.54

AP Check Run #45754 - 45793

Payroll Check Run #17338

3 Payroll Direct Deposits

5. Public Comment – 2024/2025 Budget Preparation

☒ Discussion ☒ Possible Action  [Comment](#)

Receive public comment relating to the preparation of the 2024/2025 City Budget. Provide direction to staff

6. Interim City Manager Contract Proposal - Susan Scarlett

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Review the proposed contract with Susan Scarlett for the Interim City Manager position.

7. Adjournment

RESOLUTION NO. 2571

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
MARCH 28, 2024 THROUGH APRIL 10, 2024.**

**ACCOUNTS PAYABLE
CHECK RUN: 45754 – 45793**

**PAYROLL
CHECK NUMBER: 17338
3 DIRECT DEPOSITS**

WHEREAS, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

WHEREAS, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

ACCOUNTS PAYABLE:	\$ 73,262.66
PAYROLL:	<u>\$ 31,676.88</u>
TOTAL:	<u>\$104,939.54</u>

NOW THEREFORE BE IT RESOLVED THAT all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

PASSED, APPROVED AND ADOPTED this 10th day of April, 2024 by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Pat Morton, Mayor

ATTEST:

Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on April 10, 2024.

Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-202404022177	CAROL OR DOROTHY SHEPARD UB	R	4/10/2024		109.73	045754	109.73

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	109.73	109.73
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	109.73	109.73

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	109.73	109.73
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	109.73	109.73

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	4/2024	109.73CR
=====		
ALL		109.73CR

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000010	I-202404042191	RENO PAINT MART INC SNOW VEH REPAIR	R	4/10/2024		148.45	045755	148.45
000047	I-202404042192	ALL ELECTRIC MOTORS INC SEWER EQUIP REPAIR	R	4/10/2024		802.23	045756	802.23
000064	I-202404042214	FIRE CATT LLC FIRE HOSE TESTING	R	4/10/2024		2,497.46	045757	2,497.46
000065	I-202404042215	ARIA FILTRA LDWTP EQUIP REPAIR	R	4/10/2024		2,766.42	045758	2,766.42
0008	I-202404042197	ALWAYS ANSWER 800 NUMBER	R	4/10/2024		66.30	045759	66.30
0010	I-202404042187	AMAZON CAPITOL SERVICES MATERIALS & SUPPLIES	R	4/10/2024		1,381.51	045760	1,381.51
0015	I-202404042206	AMERIGAS LDWTP PROPANE	R	4/10/2024		701.48	045761	701.48
0015	I-202404042207	AMERIGAS CITY HALL PROPANE	R	4/10/2024		434.60	045762	434.60
0022	I-202404042205	AT&T LDWTP LONG DISTANCE	R	4/10/2024		39.18	045763	39.18
0035	I-202404042180	BRADY INDUSTRIES MATERIALS & SUPPLIES	R	4/10/2024		1,415.77	045764	1,415.77
0078	I-202404042198	ENCOMPASS XEROX COPIES	R	4/10/2024		294.49	045765	294.49
0085	I-202404042184	FLAG STORE MATERIALS & SUPPLIES	R	4/10/2024		557.00	045766	557.00
0086	I-202404042189	FOLCHI LOGGING & CONSTR., INC. CONTRACT SNOW REMOVAL	R	4/10/2024		36,562.50	045767	36,562.50
0090	I-202404042181	GRAINGER INC MATERIALS & SUPPLIES	R	4/10/2024		250.77	045768	250.77
0101	I-202404042193	HUNT & SONS, INC. HEATING OIL WH	R	4/10/2024		504.82	045769	504.82

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0103	I-202404042196	IEDA LABOR RELATIONS CONSULTING	R	4/10/2024		253.89	045770	253.89
0106	I-202404042213	INTERNATIONAL CODE COUNCIL MEMBERSHIP DUES	R	4/10/2024		160.00	045771	160.00
0111	I-202404042188	JEFFERSON SUPPLY COMPANY BUILDING AND IMPROVEMENTS	R	4/10/2024		299.23	045772	299.23
0118	I-202404042200	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	4/10/2024		88.18	045773	88.18
0120	I-202404042182	KEN GRADY COMPANY, INC. SEWER EQUIP REPAIR	R	4/10/2024		153.96	045774	153.96
0129	I-202404042217	LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES	R	4/10/2024		1,614.00	045775	1,614.00
0132	I-202404042183	LEWISPORT USA STREET MATERIALS & SUPPLIES	R	4/10/2024		692.94	045776	692.94
0133	I-202404042179	LIBERTY UTILITIES CITY ELECTRIC	R	4/10/2024		6,008.47	045777	6,008.47
0141	I-202404042204	MCI MEGA PREFERRED 800 LONG DISTANCE CHARGES	R	4/10/2024		63.31	045778	63.31
0148	I-202404042208	NAPA SIERRA MATERIALS & SUPPLIES	R	4/10/2024		407.58	045779	407.58
0174	I-202404042209	PLANWEST PARTNERS INC FEASIBILITY STUDY	R	4/10/2024		425.50	045780	425.50
0175	I-202404042202	PLUMAS ACE HARDWARE INC MATERIALS & SUPPLIES	R	4/10/2024		1,419.85	045781	1,419.85
0184	I-202404042194	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	4/10/2024		1,553.90	045782	1,553.90
0185	I-202404042195	PLUMAS SIERRA TELECOMMUNICAT INTERNET SERVICES	R	4/10/2024		387.00	045783	387.00
0198	I-202404042203	RENO HYDRAULIC & REBUILD, INC SNOW EQUIP REPAIR	R	4/10/2024		17.58	045784	17.58

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0218	I-202404042185	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	4/10/2024		2,899.00	045785	2,899.00
0231	I-202404042212	SUCCEED.NET WEB HOSTING	R	4/10/2024		67.85	045786	67.85
0246	I-202404042216	TYLER TECHNOLOGIES, INC INCODE FEES	R	4/10/2024		4,978.66	045787	4,978.66
0253	I-202404042211	US BANCORP CITY CREDIT CARD CHARGES	R	4/10/2024		1,450.34	045788	1,450.34
0256	I-202404042190	USA BLUE BOOK INC SEWER MATERIALS & SUPPLIES	R	4/10/2024		416.76	045789	416.76
0260	I-202404042199	VERIZON WIRELESS WIRELESS PHONES	R	4/10/2024		442.61	045790	442.61
0260	I-202404042201	VERIZON WIRELESS LDWTP DATA PLAN	R	4/10/2024		108.05	045791	108.05
0260	I-202404042210	VERIZON WIRELESS CITY LANDLINE	R	4/10/2024		525.18	045792	525.18
0264	I-202404042186	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	4/10/2024		296.11	045793	296.11

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	39	0.00	73,152.93	73,152.93
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	39	0.00	73,152.93	73,152.93

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	39	0.00	73,152.93	73,152.93
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	39	0.00	73,152.93	73,152.93

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	4/2024	11,794.44CR
207	4/2024	2,032.08CR
208	4/2024	39,247.44CR
710	4/2024	9,625.13CR
720	4/2024	9,582.47CR
730	4/2024	871.37CR
=====		
ALL		73,152.93CR

**CITY OF PORTOLA
INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT**

This Agreement made this 10th day of April 2024, between the CITY OF PORTOLA, Plumas County, California, herein referred to as “Employer”, and SUSAN SCARLETT, herein referred to as “Employee”. Employer and Employee may also be referred to herein as “Party” or “Parties”.

Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms, conditions, and in consideration of the mutual covenants and promises of the Parties, as hereafter set forth.

1. TERM.

Employer hereby employs Employee as Interim City Manager of the City of Portola and Employee hereby accepts and agrees to the employment and agrees to serve and perform in that capacity as directed by the City Council of the City of Portola. This Agreement shall be in effect beginning on the 1st day of April 2024, the “Effective Date” for a period of six months and ending on the 30th day of September 2024, unless the City has not hired and onboarded a new regular City Manager by the 30th day of September 2024, in which case this Agreement shall continue to be in effect on a month-to-month basis thereafter until the City has hired and onboarded a new regular City Manager. This Agreement may be extended, renewed or terminated by mutual agreement of the Parties.

2. TERMINATION OF EMPLOYMENT.

(a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee or this Agreement, at any time for any reason during the Term of this Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign, at any time, from her position with the City.

(c) The Parties acknowledge that applicable laws, statutes, ordinances, policies and regulations may prescribe specific procedures to be followed by either Party in the event a decision is made to terminate the employment relationship.

(d) In the event Employee voluntarily resigns her position with Employer, the Employee shall give Employer sixty (60) days' notice, in advance.

3. SEVERANCE PAY.

Employee is not entitled to any severance pay upon termination of the employment relationship, regardless of whether the Employer or Employee terminated the employment or whether the termination was for cause or without cause.

4. DESCRIPTION OF EMPLOYEE'S DUTIES.

Subject to the supervision and pursuant to the orders, advice, and direction of the City Council, Employee shall perform the duties prescribed by the Employer, those of the City Manager as set forth in the Portola Municipal Code and those prescribed by the laws of the State of California and shall perform such other duties as are customarily performed by one holding such position of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to Employee from time to time by Employer.

5. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES.

Employee shall at all times faithfully, industriously, and to the best of her ability, experience, and talent, perform all duties that may be required pursuant to the express and implicit terms hereof in compliance with the City of Portola ordinances and policies and applicable state and federal law, to the satisfaction of Employer. Such duties shall be rendered at Quincy and Portola and at such other place or places as Employer and Employee agree.

6. COMPENSATION; REIMBURSEMENT.

(a) Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services as described herein, the sum of Ten Thousand Dollars (\$10,000.00)

per month, less withholdings and taxes required by law, payable on the first scheduled pay day of each month at the same time other monthly salaried City employees are paid, starting April 2024.

(b) Employee shall be entitled to the reimbursement of expenses necessarily incurred by her in the discharge of her duties in accordance with City policies.

(c) Regardless of any City policy, Employee shall not earn or accrue any benefits except for those expressly set forth in the Agreement.

7. PERFORMANCE AND SALARY EVALUATION.

The Employer may review and evaluate the performance salary of the Employee periodically during the Term of this Agreement.

8. MISCELLANEOUS COVENANTS AND CONDITIONS.

Employee shall devote as much of her time, attention, knowledge, and skill to the City and interests of Employer necessary to fully and faithfully perform and discharge the duties of the Interim City Manager.

9. NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS.

Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters detrimentally affecting or relating to the business of the City without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

10. CONTRACT TERMS TO BE EXCLUSIVE.

This written Agreement contains the sole and entire agreement between the Parties. It supersedes any and all other employment agreements between the Parties. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each Party acknowledges that the Party has relied on its own judgment in entering into the Agreement. The Parties further acknowledge that any

statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with the dealings of the other.

11. WAIVER OF MODIFICATION.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

12. AGREEMENT GOVERNED BY LAWS OF THE STATE OF CALIFORNIA.

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. Any action to enforce or interpret the terms of this Agreement shall be commenced and maintained in the County of Plumas, California.

13. GENERAL PROVISIONS.

If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The Parties agree to immediately renegotiate any part or provision in this Agreement rendered or declared invalid.

15. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the respective Parties and their respective heirs, legal representatives, successors, and assigns.

Executed at Portola, California, on the date first above written.

Employer

Employee

CITY OF PORTOLA

By: _____
Pat Morton, Mayor

Susan Scarlett

Dated: _____

Dated: _____

Approved as to Form:

Dated: _____

Steven C. Gross, City Attorney