



City of Portola
AGENDA

Regular Meeting

June 26, 2024 06:00 PM

35 Third Ave, Portola, CA 96122

<https://www.cityofportola.com/>

[t:https://zoom.us/j/3583067836](https://zoom.us/j/3583067836)

Mayor Pat Morton • Mayor Pro-Tem Jim Murphy • Councilmember Bill Powers • Councilmember Leah Turner • Councilmember Mikki Brown

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. 2583 authorizing payment of claims for the period of June 13th, 2024 through June 26, 2024.

Accounts Payable: \$94,926.11

Payroll: \$26,291.06

Total: \$121,217.17

AP Check Run #45967 – 46000

AP Special Check #45966

AP Deposit Refund Check #46001

AP Voided Checks: #45906,55922

Payroll Check Run #17341 – 17343

Payroll Remittance Check #17344

- B. Approval of the City Council Minutes from 6-12-2024

5. Renew State of Emergency Proclamation

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

Review and continue the Local Emergency Proclaimed by the Proclamation of the City of Portola on March 8, 2023.

6. City Manager and Community Engagement Officer recruitment

☒ Discussion ☒ Possible Action  [Comment](#)

Receive an update on the recruitment process for a City Manager and for a Community Engagement Officer.

7. GANN Limit, Investment Policy, Pay Schedules and CCR 570.5 resolution and Budget Adoption

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

Review budget changes since the June 12th meeting.

Review and adopt Resolutions 2586, Investment Policy, 2587, Pay schedules and CCR 570.5 compliance, 2588, GANN appropriations limit and 2589, adopting the 24-25 City of Portola budget.

8. City of Portola Landfill required Agreement and Resolution NO. 2584

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

Consider Resolution No. 2584 and an agreement with the California Department of Resources, Recycling and Recovery (CalRecycle) establishing a Pledge of Revenue financial mechanism for potential corrective action of Portola Landfill. This resolution needs to be adopted to comply with state regulations regarding financial responsibility by the City of Portola for potential damage to Portola Landfill from a catastrophic event such as a fire, flood, or an earthquake.

9. City of Portola Operational Procedures for Purchasing Materials, Supplies, Parts and Equipment and Public Works Improvements update and Resolution NO. 2585

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

Review the updated purchasing policy for the City and approve Resolution NO. 2585

10. City of Portola and Beckwourth Peak Fire Protection District Asset Transfer Agreement

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

Review and consider the Asset Transfer agreement for City of Portola Fire Assets to the new Fire District

11. Adjournment

RESOLUTION NO. 2583

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
JUNE 13, 2024, THROUGH JUNE 26, 2024.**

**ACCOUNTS PAYABLE
CHECK RUN: 45967 – 46000
SPECIAL CHECK: 45966
DEPOSIT REFUND CHECK; 46001
VOIDED CHECKS: 45903,55922**

**PAYROLL
CHECK RUN: 17353 – 17366
REMITTANCE CHECKS: 17367**

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:	\$ 94,926.11
PAYROLL:	<u>\$ 26,291.06</u>
TOTAL:	\$121,217.17

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 26th day of June, 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 June 26, 2024.

Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000075	I-202406112389	BECKWOURTH PEAK FIRE PROTECTION PG&E FUNDS	R	6/12/2024		17,959.52	045966	17,959.52

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	17,959.52	17,959.52
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	17,959.52	17,959.52

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	17,959.52	17,959.52
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	17,959.52	17,959.52

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	6/2024	17,959.52CR
=====		
ALL		17,959.52CR

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000027	I-202406202416	NATIONAL INDUSTRIAL & SAFETY SU MATERIALS & SUPPLIES	R	6/26/2024		432.00	045967	432.00
000029	I-202406202406	COUNTRY BREEZE CLEANING CLEANING SERVICES	R	6/26/2024		400.00	045968	400.00
000041	I-202406202423	THE MOUNTAIN MESSENGER ADVERTISING	R	6/26/2024		240.07	045969	240.07
000047	I-202406202396	ALL ELECTRIC MOTORS INC SEWER EQUIP REPAIR	R	6/26/2024		2,218.84	045970	2,218.84
000076	I-202406202415	PLUMAS COUNTY TREASURER TAX COL LA JOLLA PROPERTIES	R	6/26/2024		18,650.00	045971	18,650.00
0005	I-202406202401	AIRGAS, INC. ACETLENE/OXYGEN	R	6/26/2024		444.65	045972	444.65
0007	I-202406202417	ALPINE FIRE SERVICES, INC POOL PRO SERVICE	R	6/26/2024		49.52	045973	49.52
0010	I-202406202399	AMAZON CAPITOL SERVICES MATERIALS & SUPPLIES	R	6/26/2024		3,304.17	045974	3,304.17
0021	I-202406202403	AT&T 800 EMER LINE	R	6/26/2024		4.43	045975	4.43
0023	I-202406202402	AT&T CALNET 3 SCADA LDWTP	R	6/26/2024		88.87	045976	88.87
0035	I-202406202397	BRADY INDUSTRIES LDWTP MATERIALS & SUPPLIES	R	6/26/2024		155.09	045977	155.09
0048	I-202406202404	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	6/26/2024		67.50	045978	67.50
0055	I-202406202422	COATES TIRE CENTER VEH REPAIR	R	6/26/2024		1,126.40	045979	1,126.40
0090	I-202406202391	GRAINGER INC MATERIALS & SUPPLIES	R	6/26/2024		198.88	045980	198.88
0101	I-202406202420	HUNT & SONS, INC. FUEL CHARGES	R	6/26/2024		3,336.91	045981	3,336.91

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0105	I-202406202405	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	6/26/2024		485.04	045982	485.04
0105	I-202406202421	INTERMOUNTAIN DISPOSAL SEWER PONDS	R	6/26/2024		272.64	045983	272.64
0111	I-202406202419	JEFFERSON SUPPLY COMPANY WATER LINE REPAIR	R	6/26/2024		205.92	045984	205.92
0118	I-202406202411	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	6/26/2024		59.77	045985	59.77
0132	I-202406202392	LEWISPORT USA SIGNAGE	R	6/26/2024		113.80	045986	113.80
0136	I-202406202412	MANHARD CONSULTING PLANNING SERVICES	R	6/26/2024		6,300.00	045987	6,300.00
0146	I-202406202410	MUELLER CO. - HERSEY METERS WATER METERS	R	6/26/2024		250.87	045988	250.87
0154	I-202406202395	NORTHERN CALIFORNIA GLOVES MATERIALS & SUPPLIES	R	6/26/2024		76.86	045989	76.86
0159	I-202406202413	OFFICE DEPOT OFFICE SUPPLIES	R	6/26/2024		811.86	045990	811.86
0183	I-202406202418	PLUMAS SANITATION, INC LDWTP PROF SERVICES	R	6/26/2024		490.00	045991	490.00
0192	I-202406202414	PURCHASE POWER POSTAGE FOR METER	R	6/26/2024		1,100.53	045992	1,100.53
0197	I-202406202398	REIMER PEST & WEED CONTROL SEWER/LF PROF SERVICES	R	6/26/2024		4,801.00	045993	4,801.00
0218	I-202406202409	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	6/26/2024		897.00	045994	897.00
0234	I-202406202394	SUPERIOR POOL PRODUCTS, LLC POOL MATERIALS & SUPPLIES	R	6/26/2024		1,138.29	045995	1,138.29
0235	I-202406202408	SUSAN SCARLETT ACCOUNTING SERVICES	R	6/26/2024		5,500.00	045996	5,500.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0239	I-202406202400	THATCHER , INC SEWER CHEMICALS	R	6/26/2024		2,704.76	045997	2,704.76
0240	I-202406202424	THOMAS G. VALENTINO SOLID WASTE CONSULTING	R	6/26/2024		1,080.00	045998	1,080.00
0264	I-202406202393	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	6/26/2024		625.35	045999	625.35
1	I-202406202407	BRIANNA BUFORD LESSON REFUND	R	6/26/2024		100.00	046000	100.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	34	0.00	57,731.02	57,731.02
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:	34	0.00	57,731.02	57,731.02

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	34	0.00	57,731.02	57,731.02
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:	34	0.00	57,731.02	57,731.02

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	6/2024	29,237.26CR
207	6/2024	1,883.56CR
208	6/2024	530.64CR
215	6/2024	2,435.00CR
710	6/2024	6,554.17CR
720	6/2024	14,364.25CR
730	6/2024	2,726.14CR
=====		
ALL		57,731.02CR

6/20/2024 2:14 PM
PACKET: 00395 US - Refund
VENDOR SET: 01 CITY OF PORTOLA
BANK: PC POOLED CASH - PLUMAS

REFUNDS CHECK REGISTER
**** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000202406062383	AGUILAR, DANIEL AGUILAR, DANIEL	R	6/26/2024		196.05	046001	196.05

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	196.05	196.05
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	196.05	196.05

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	196.05	196.05
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	196.05	196.05

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
710	6/2024	196.05CR
=====		
ALL		196.05CR



City of Portola
Minutes
Regular Meeting
June 12, 2024 06:00 PM
35 Third Ave, Portola, CA 96122
<https://www.cityofportola.com/>

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Pro-Tem Jim Murphy.

Mayor Pro Tem Jim Murphy chaired the meeting at the request of Mayor Pat Morton.

A. Pledge of Allegiance

Led by Mayor Pat Morton

B. Roll Call

Present: Mayor Pat Morton, Mayor Pro-Tem Jim Murphy, Councilmember Bill Powers

Absent: Councilmember Leah Turner

Staff Present: Interim City Manager - Susan Scarlett, Deputy City Clerk - Jason Shaw, City Attorney - Steve Gross (remotely), Planning Consultant from Manhard Consulting - Karen Downs (remotely)

2. Public Comments

Richard Johnson from the public left a public comment about drainage issues near his property. Staci Johnson from the public left a public comment about dust control on the dirt road near their property. Lindsey Shaw from the public left a public comment about changing the City logo to a pitchfork.

3. CITY COMMUNICATIONS

A. City Council Communications Including Committee Reports

Mayor Pat Morton: Attended the LAFCo meeting on Monday. Indian Valley Fire District is merging with Crescent Mills Fire District and Peninsula Fire will be taking over the Chester area.

Mayor Pro Tem Jim Muphy; Attended LAFCo meeting on Monday. The Grizzly Lake CSD Municipal Service review was on the agenda.

Councilmember Bill Powers: Nothing to report.

Councilmember Leah Turner was absent.

B. Staff Communications / Fire Report / Sheriff's Report / Air Quality Report

Fire Report: Nothing to report.

Sheriff's Report: Lindsey Shaw from the public reported that the ribbon cutting and opening of the new County jail was great.

Air Quality Report by Targeted Airshed Specialist Mikki Brown: Green waste days end June 25th; there are still 12 remaining vouchers for curbside green waste pickup for the elderly or those who are in need.

C. City Manager's Report

Interim City Manager Susan Scarlett:

- Public works has been busy with paving projects all over the City and preparing for the Lost and Found Gravel Grinder which bring in approximately 3,000 visitors.
- The City has been having a hard time getting parts for the water treatment plant.
- The City is working on scheduling another meeting between IMD and the Infrastructure committee.
- The City is looking into water bottle fillers for City Hall and the pool to help cut down the use of single use plastic bottles and for the convenience of the public.

4. **Consent Agenda**

- A. **Claims-** Adopt Resolution No. 2580 authorizing payment of claims for the period of April 25th, 2024 through May 8th, 2024.

Accounts Payable: \$123,898.55

Payroll: \$26,177.73

Total: \$150,076.28

AP Check Run #45841 – 45876

Payroll Check Run #17341 – 17343

Payroll Remittance Check #17344

- B. Approval of the City Council Minutes for 5-22-24

Interim City Manager Susan Scarlett pointed out that check number 4966 was incorrectly made out to Beckwourth Fire Department, and should have been made out instead to Beckwourth Peak Fire Protection District. The original check was voided and the correct check was issued.

There were no public comments.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pat Morton.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Absent **Councilmember Leah Turner**

5. Fill City Council Vacancy

Letters of interest for the Council vacancy were submitted by Rebecca Carlson and Mikki Brown. Both candidates met all the required qualifications. The candidates were each asked to give a statement to the City Council about their interest in joining the Council.

The City Council thanked both applicants for applying and felt both are more than qualified to join the City Council.

Councilmember Bill Powers nominated Mikki Brown to the City Council vacancy. Mayor Morton seconded the nomination. The nomination was unanimously approved.

Deputy City Clerk Jason Shaw administered the Oath of Office to Mikki Brown after she was appointed by the City Council to fill the Council vacancy.

There were no public comments.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pat Morton.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Absent **Councilmember Leah Turner**

6. Mayor appointments for Integrated Waste Management Board and Community Development committee

Mayor Pat Morton appointed Councilmember Mikki Brown to the Integrated Waste Management Board with Councilmember Bill Powers appointed as the alternate.

Mayor Pat Morton appointed Councilmember Bill Powers to the Community Development Committee. Councilmember Leah Turner will remain on the Community Development Committee.

7. Request to the City for funding to support the Big Boy Event July 10, 2024

The Feather River Rail Society presented to the City Council a request for funds to help with the Big Boy Train Event on July 10th, 2024. They are looking for help with costs associated with Porta Potties and fencing. The City obtained a cost estimate for the Porta Potties, which is around \$2,100. The Feather River Rail Society did not have an estimate for fencing.

Lindsey Shaw from the public expressed concerns with the City giving funding to an event that sells tickets and is not free for the town's citizens.

Councilmember Bill Powers brought up that he feels more comfortable giving funding for costs that are definite and used just for the specific event like the Porta Potties.

The Feather River Rail Society pointed out that they use this event as a fundraiser which is why they are selling tickets.

City Attorney Steve Gross spoke to the gift of public funds issue. He said that the Council could make a finding that the event is serving a public purpose (good) which would allow the use of City Funds.

Motion to approve funding for the Porta Potties by Bill Powers.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pat Morton.

The roll call vote:

Aye Mayor Pat Morton Aye Mayor Pro-Tem Jim Murphy Aye Councilmember Bill Powers Aye Councilmember Mikki Brown Absent Councilmember Leah Turner

8. Public Hearing - Resolution No. 2579 General Plan Update

Karen Downs, Planning Consultant from Manhard Consulting, went over the proposed changes to the City of Portola 2045 General Plan. She noted there was an update to the fire service sections and the plan has updated air quality standards.

Mayor Pro Tem Jim Murphy opened the public hearing for public comments.

There were no comments from the public.

Mayor Pro Tem Jim Murphy closed the public hearing.

No additional comments or questions from the City Council.

Councilmember Mikki Brown motioned to approve. A second was made by Councilmember Bill Powers.

The roll call vote:

Aye Mayor Pat Morton Aye Mayor Pro-Tem Jim Murphy Aye Councilmember Bill Powers Aye Councilmember Mikki Brown Absent Councilmember Leah Turner

9. PUBLIC HEARING - Proposed 2024-2025 Budget

Interim City Manager Susan Scarlett explained this agenda item gives the public an opportunity to comment publicly on the proposed budget for the City of Portola for the 2024-2025 year.

Mayor Pro Tem Jim Murphy opened the public hearing for public comment.

There were no public comments on the proposed budget.

Mayor Pro Tem Jim Murphy closed the public hearing.

There were no questions or comments from the City Council.

No additional action needed to be taken. The budget will be on the June 26th agenda for adoption.

10. Discuss appointing a Hearing Officer for a public hearing on a Conditional Use Permit

Interim City Manager Susan Scarlett explained that in the absence of a City Planning Commission, the City Manager would normally run the public hearing for a conditional use permit. However, because Interim City Manager Susan Scarlett has a conflict of interest as the person applying for the permit is a client of hers, the City Council needs to appoint someone

else to conduct the hearing on the permit. Interim City Manager recused herself and left the Council chambers.

City Attorney Steve Gross confirmed what Interim City Manager Susan Scarlett stated and made a recommendation to the City Council that Manhard Consulting should conduct the conditional use permit hearing.

There were no public comments.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pat Morton.

The roll call vote:

Aye Mayor Pat Morton Aye Mayor Pro-Tem Jim Murphy Aye Councilmember Bill Powers Aye Councilmember Mikki Brown Absent Councilmember Leah Turner

11. Resolution No. 2581 - Calling a general municipal election for the City of Portola

Deputy City Clerk Jason Shaw explained that this resolution and the following resolution were for calling a General Municipal election and then consolidating the election with the County.

The first resolution calls for a City election during the General Election on November 5th. This election is for 3 City Councilmembers, the City Clerk, and the City Treasurer. These positions are being elected for a full 4-year term.

Deputy City Clerk Jason Shaw noted that this election will be carried out by mail in ballot.

Once passed, the resolution gives the Deputy City Clerk the authorization to set the election timetable and give further election instructions.

There were no public comments.

Mayor Pat Morton motioned to approve. A second was made by Councilmember Mikki Brown.

The roll call vote:

Aye Mayor Pat Morton Aye Mayor Pro-Tem Jim Murphy Aye Councilmember Bill Powers Aye Councilmember Mikki Brown Absent Councilmember Leah Turner

12. Resolution No. 2582 - Requesting consolidation with the County on the election

Deputy City Clerk Jason Shaw explained that this resolution will consolidate the election that was just authorized by the previous resolution with Plumas County's election on November 5th, 2024.

This means the City's election will be on the same ballot as the County's election. It authorizes the County Clerk to conduct the election on behalf of the City of Portola.

Deputy City Clerk Jason Shaw mentioned that the City of Portola would still need to pay for the costs associated with the City election.

There were no public comments.

Councilmember Bill Powers motioned to approve. A second was made by Councilmember Mikki Brown.

The roll call vote:

Aye Mayor Pat Morton Aye Mayor Pro-Tem Jim Murphy Aye Councilmember Bill Powers Aye Councilmember Mikki Brown Absent Councilmember Leah Turner

13. Adjournment

Meeting adjourned at 6:59 PM by Mayor Pro Tem Jim Murphy.

Proclamation of the City of Portola, County of Plumas, State of California, Proclaiming Existence of a Local Emergency by the Director of Emergency Services, Appointing an Assistant Director of Emergency Services, Delegating Certain Powers and Duties to the Assistant Director of Emergency Services and Authorizing the Assistant Director of Emergency Services to Exercise such Powers and Duties to Address Impacts of the 2023 Winter Storms

WHEREAS, on or about January 27, 2023, the City of Portola began experiencing severe winter storms which have continued through the first week of March 2023 (“2023 Winter Storms”). through the week.

WHEREAS, the 2023 Winter Storms have, among other things, caused pipes to freeze, water mains to break, disruption in traffic along roadways.

WHEREAS, further conditions of extreme peril are threatened by forecasted storms due to strike the City of Portola in the next few weeks.

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City.

WHEREAS, the City Council of the City of Portola is not in session and cannot immediately be called into session.

WHEREAS, the Mayor of the City of Portola is not available and pursuant to California Government Code Section 36802, if the Mayor is absent or unable to act, the Mayor Pro Tem shall serve until the Mayor returns or is able to act and the Mayor Pro Tem has all of the powers and duties of the Mayor.

WHEREAS, the aforesaid conditions are of extreme peril and warrant and necessitate the proclamation of the existence of a local emergency in accordance with and as authorized by Portola Municipal Code Section 2.32.

WHEREAS, it would be prudent to appoint a person to the office of Assistant Director of Emergency Services and delegate certain powers and duties to that office.

WHEREAS, the City may proclaim a local emergency pursuant to California Government Code Sections 8630 and the City may promulgate orders and regulations necessary to provide for the

protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice.

WHEREAS, the City of Portola is not formally asking for CDAA funding at this time.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Portola Municipal Code Section 2.32 and California Government Code Sections 8630-8634 and in my capacity as the Director of Emergency Services in the absence of the Mayor pursuant to California Government Code Section 36802, I hereby declare a local emergency due to conditions of extreme peril that the 2023 Winter Storms, their impacts and responses thereto pose to the safety of persons and property within the City of Portola.

IT IS FURTHER PROCLAIMED AND ORDERED that the City of Portola is not formally asking for CDAA funding at this time.

IT IS FURTHER PROCLAIMED AND ORDERED that in accordance with Portola Municipal Code Section 2.32, the City's Director of Emergency Services is authorized to use and employ any of the property, services, personnel, and resources of the City, to command the aid of as many citizens as may be necessary to help mitigate this emergency and that County and State agencies may provide mutual aid, including personnel, equipment, and other available resources as needed to assist the City of Portola during this emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that in accordance with Portola Municipal Code Section 2.32 and in my capacity as the Director of Emergency Services, I hereby appoint the City Manager to the office of Assistant Director of Emergency Services.

IT IS FURTHER PROCLAIMED AND ORDERED that in accordance with Portola Municipal Code Section 2.32 and in my capacity as the Director of Emergency Services, I hereby delegate to the Assistant Director of Emergency Services all the powers and duties of the Director of Emergency Services set forth in Portola Municipal Code Section 2.32 during the existence of the local emergency proclaimed herein and authorize the Assistant Director of Emergency Services to exercise all such powers and duties during the existence of the local emergency proclaimed herein.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of the City of Portola shall be those prescribed by state law, by ordinances, and resolutions of the City of Portola; and that this emergency proclamation shall expire seven (7) days after issuance unless confirmed and ratified by the City Council of the City of Portola.

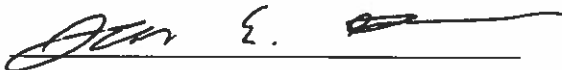
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency proclaimed herein shall be reviewed by the City Council for the need to continue it at least once every sixty (60) days until the City Council terminates the local emergency and the City Council shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

PROCLAIMED this 8th day of March 2023



Mayor Pro Tem, City of Portola, Bill Powers

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 Proclamation was duly proclaimed by the Mayor Pro Tem of the City of Portola in his capacity as the Director of Emergency Services on March 8, 2023.



Jason Shaw, Deputy City Clerk





MEETING DATE: June 26, 2024

FROM: Susan Scarlett

RE: GANN Limit, Investment Policy, Pay Schedules and CCR 570.5 resolution and Budget Adoption

EXECUTIVE SUMMARY:

The budget process for the 2024-2025 Fiscal year budget began in January with the calendar for the budget schedule. Staff began working on the budget and had public comment opportunities in March and April. A draft budget was presented to the Council at a Budget Work Session on May 8th and again at a public hearing for the budget on June 12th. Changes were made for the June 12th meeting and revenue changes have been made since that time and will be reviewed with the Council at the June 26th meeting.

This budget does not include any increases to rates in Water, Sewer or Solid Waste. The budget includes a 3.6% COLA for full-time employees as well as step increases.

In addition to the resolution adopting the Operating Budget there are resolutions for the Annual Investment Policy, the GANN Appropriations limit, CCR 570.5 resolution and pay scale.

RECOMMENDATION:

Recommendation: It is requested that the Council consider each resolution individually. Staff recommends the Adoption of the following Resolutions:

Resolution No. 2586 A Resolution of the City Council of the City of Portola acknowledging the review, receipt and filing of the Statement of Investment Policy.

Resolution No. 2587 A Resolution for the City Council of the City of Portola adopting the Pay Schedules and Job Classifications for the 2024-2025 Fiscal Year

Resolution No. 2588 A Resolution of the City Council of the City of Portola approving and adopting the annual appropriations limit for the fiscal year 2024-2025.

Resolution No. 2589 A Resolution for the City Council of the City of Portola adopting the Operating Budget for the 2024-2025 Fiscal Year.

FISCAL IMPACT:

General Fund budget is currently showing a use of \$71,687.28 of Fund balance.

ATTACHMENTS:

- A. RESOLUTION INVESTMENT POLICY 24-25
- B. CCR 570.5 RESOLUTION
- C. PAY SCHEDULE FOR CCR 570.5 COMPLIANCE 24-25
- D. APPROPRIATIONS LIMIT 2024-2025
- E. BUDGET RESOLUTION 2024-2025

RESOLUTION NO. 2586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA ACKNOWLEDGING THE REVIEW, RECEIPT AND FILING OF THE STATEMENT OF INVESTMENT POLICY

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code sections 53600.6 and 53630.1); and

WHEREAS, the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5922 and 53601 et seq.; and

WHEREAS, the Finance Officer of the City of Portola shall annually prepare and submit a statement of investment policy, and any changes thereto, shall be considered by the legislative body at a public meeting; (CGC 53646(a)); and

WHEREAS, the Finance Officer of the City of Portola declares the Annual Statement of Investment Policy to be as follows:

POLICY

It shall be the policy of the City of Portola to invest funds in a manner that provides the highest investment return possible consistent with maximum security while meeting daily cash flow demands and conforming to all other statutes governing the investment of City funds.

SCOPE

This investment policy shall apply without exception to any and all financial assets and funds of the City of Portola. These funds are accounted for in the Comprehensive Annual Financial Report.

PRUDENCE

The standard of prudence to be used by investment officials shall be the “prudent investor” standard (CGC 53600.3):

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, a trustee shall act with care, skill, prudence and diligence under circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with the investment policy and exercising due diligence shall not be held personally responsible for an individual security’s credit risk or market price changes, provided that the reporting requirements of this policy are made in a timely manner and appropriate action is taken to control adverse developments.

OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of investment activities, in absolute priority order, shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. Liquidity: The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might reasonably be anticipated.
3. Yield: The investment portfolio shall be designed with the objective of attaining the highest investment return consistent with safety and liquidity have been met.

DELEGATION OF AUTHORITY

Management responsibility for the investment program is hereby delegated to the Finance Officer. The Finance Officer is a trustee and fiduciary subject to the prudent investor standard.

ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

AUTHORIZED INVESTMENTS:

- 1. FDIC Insured Accounts:** Monies required for immediate cash flow needs shall be deposited in an interest-bearing FDIC insured checking account at a bank in Portola.
- 2. Local Agency Investment Fund (LAIF):** Monies not required for immediate cash flow needs shall be deposited in LAIF, a special fund in the California State Treasury.
- 3. U.S. Government Securities:** Restricted to use for contributions if any trust funds are needed.

Prohibited Investments. Under the provisions of CGC 53601.6, the City of Portola shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.

PUBLIC TRUST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measurement losses are inevitable, and must be considered within the context of the overall portfolio’s investment return, provided that adequate diversification has been implemented.

DIVERSIFICATION

The City of Portola will diversify its investments in keeping with the objectives enunciated in this Statement of Investment Policy.

REPORTING

The Finance Officer shall submit to the City Council a quarterly investment report that shall include copies of the latest statements from institutions in which funds are placed.

The report shall certify that all investment actions executed since the last report have been made in full compliance with the Investment Policy and that the City of Portola will meet all expenditure obligations that might be reasonably anticipated for the next six months.

INVESTMENT POLICY ADOPTION

The investment policy and modifications, if any, shall be adopted annually by resolution of the City Council at a public meeting.

NOW, THEREFORE, THE PORTOLA CITY COUNCIL HEREBY RESOLVES that the foregoing be received and filed as the Annual Statement of Investment Policy for the City of Portola.

PASSED, APPROVED AND ADOPTED this 26th day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Pat Morton

ATTEST:

DEPUTY CITY CLERK, Jason Shaw

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 of the City of Portola at a regular meeting thereof held on June 26, 2024.

DEPUTY CITY CLERK, Jason Shaw

RESOLUTION NO. 2587

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
ADOPTING THE PAY SCHEDULES AND JOB CLASSIFICATIONS
EFFECTIVE JULY 1, 2024**

WHEREAS, the City Council shall establish by resolution, in accordance with CCR 570.5, a Pay schedule and Job Classifications plan; and,

WHEREAS, said Plan will include a descriptive title, salary ranges and the number of allocated positions; and,

WHEREAS, during the Fiscal Year 2024/2025 needs may arise to amend the Pay schedule and Job Classifications; and,

WHEREAS, the City Council will review said Schedules and Classifications each year as part of the budget process and adjust accordingly by adopting a new resolution; and

WHEREAS, the City Manager may hire new employees within the salary range and classifications in accordance with the schedule.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Portola does hereby adopt the Pay Schedules and Job Classifications.

PASSED, APPROVED AND ADOPTED this 26th day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, PAT MORTON

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 of the City of Portola at a regular meeting thereof held on June 26, 2024.

Jason Shaw, Deputy City Clerk

POSITION	HOURLY RATES							
	Step 1	Step 2	Step 3	Step 4	Step 5	L 1	L 2	L 3
City Manager (1)	64.02	0	0	0	0	67.22	70.58	74.11
Administrative Services Manager (Not currently filled)	37.85	0	0	0	0	39.74	41.73	43.82
Public Works & Building Services Manager (1)	52.03	0	0	0	0	54.63	57.36	60.23
Community Engagement Officer Part-time (Not currently filled)	30.00					0.00	0.00	0.00
Water/Sewer Utility Technician (or Public Works Supervisor) (2)	31.74	33.33	35	36.75	38.58	40.51	42.53	44.66
Public Works Maintenance (1)	24.09	25.29	26.55	27.88	29.27	30.73	32.27	33.88
Accounting Technician (1)	29.34	30.81	32.35	33.97	35.67	37.45	39.33	41.29
Administrative Clerk (1)	24.76	26.00	27.30	28.67	30.10	31.61	33.19	34.84
Office Clerk (1)	21.12	22.18	23.29	24.45	25.68	26.96	28.31	29.73

Management does not have steps

There are 5 Steps and are every two years

Longevity is 5% at 15, 20 and 25 years Full-time employees with continuous service measured from date of hire

RESOLUTION NO. 2588

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2024-2025**

WHEREAS, the voters of the State of California on November 6, 1979 added Article XIII B to the State Constitution placing various limitations on the appropriations of the state and local governments; and,

WHEREAS, Article XIII B provided that the appropriations limit for the fiscal year 2024/2025 is calculated by adjusting the base year of appropriations of the fiscal year 2023/2024 for changes in the cost of living and populations; and,

WHEREAS, the City of Portola has complied with all the provisions of Article XIII B in determining the appropriations limit for fiscal year 2024/2025.

NOW THEREFORE, BE IT RESOLVED that the appropriations subject to limitations in fiscal year 2024/2025 shall be \$2,621,361.05.

PASSED, APPROVED AND ADOPTED this 26th day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, PAT MORTON

ATTEST:

Deputy City Clerk, Jason Shaw

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 of the City of Portola at a regular meeting thereof held on June 26, 2024.

Deputy City Clerk, Jason Shaw

RESOLUTION NO. 2589

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
APPROVING THE OPERATING BUDGET FOR FISCAL YEAR 2024/2025**

WHEREAS, the City Manager has proposed an Operating Budget for Fiscal Year 2024/2025 and presented it to the City Council. The budget balances revenues and expenditures in the General Fund by using fund balance; and,

WHEREAS, on June 26, 2024 the City Council of the City of Portola considered the Operating and Capital Improvement Budget for Fiscal Year 2024/2025; and,

WHEREAS, the City Council considered the budget at a duly scheduled public hearing and meeting and all persons were given the opportunity to be heard; and,

WHEREAS, the City Council has reviewed the proposed Operating Budget and the funds included therein for the period of July 1, 2024 through June 30, 2025 and does hereby find the documents to be sound plans for the financing of required municipal operations, services and capital improvements both ordered upon the City and desired by the City.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTOLA DOES
HEREBY RESOLVE AS FOLLOWS:**

1. Any unused appropriations at the end of the Fiscal Year 2024/2025 will be shown as fund balance in each of the funds.
2. The City Manager is authorized to cause the acquisition and/or purchase of equipment, materials, supplies, personnel services, and other items provided for in said Fiscal Year Budget in accordance with the City's purchasing policy which has been previously reviewed and approved by the City Council.
3. The City Council of the City of Portola does hereby approve and adopt the Final Budget for Fiscal Year 2024/2025.

PASSED, APPROVED AND ADOPTED this 26th day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Pat Morton

ATTEST:

DEPUTY CITY CLERK, Jason Shaw

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 of the City of Portola at a regular meeting thereof held on June 26, 2024.

DEPUTY CITY CLERK, Jason Shaw



MEETING DATE: June 26, 2024

FROM: Susan Scarlett and Tom Valentino

RE: Pledge of Revenue Agreement for Corrective Action of Portola Landfill
and Resolution NO. 2584 for Financial Assurance For Corrective Action
of Portola Landfill

BACKGROUND:

The regulations, enacted in 2012, require the City, through a third-party consulting firm, to determine the most-likely event that could affect Portola Landfill and estimate the cost to remediate damage from the event. Once the most-likely event and the remediation cost estimate is established (and approved by CalRecycle), the City is required to adopt a Pledge of Revenue financial mechanism (through resolution) and execute an agreement with CalRecycle committing to financial responsibility for a needed corrective action of the landfill.

In 2018, the City retained consulting firm Lawrence and Associates to conduct an analysis of events that could adversely affect Portola Landfill. The company determined that a fire at the landfill is the most likely catastrophic event and estimated the corrective action cost (i.e., the cost to return the landfill to its preexisting condition) as \$369,778. CalRecycle has approved the Lawrence report and corrective action cost estimate.

The state requires that each year the cost estimate is increased by an inflation value. The last inflation value provided by CalRecycle was for calendar year 2023. The current corrective action cost estimate, adjusted for the past five years of inflation, is \$449,277 (an increase of 21.5% from the 2018 cost).

EXECUTIVE SUMMARY:

Attached are Resolution No. 2584 and an agreement with the California Department of Resources, Recycling and Recovery (CalRecycle) establishing a Pledge of Revenue financial mechanism for potential corrective action of Portola Landfill. This resolution needs to be adopted to comply with state regulations regarding financial responsibility by the City of Portola for potential damage to Portola Landfill from a catastrophic event such as a fire, flood, or an earthquake.

Both Resolution No. 2584 and the financial assurance agreement has been reviewed and approved by CalRecycle legal staff and City Attorney Steve Gross.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2584 and authorize the Interim City Manager to execute the Pledge of Revenue Agreement for Corrective Action of Portola Landfill.

FISCAL IMPACT:

There are no impacts to the solid waste budget with enactment of Resolution No. 2584.

ATTACHMENTS:

- A. PORTOLA LF POR CORRECTIVE ACTION AGREEMENT
- B. PORTOLA LF POR CORRECTIVE ACTION RESOLUTION

PLEDGE OF REVENUE AGREEMENT FOR CORRECTIVE ACTION OF PORTOLA LANDFILL

This agreement establishes a Pledge of Revenue to assure that adequate funds are available to carry out corrective action of Portola Landfill.

This Agreement shall become effective immediately and is made and entered into by and between the City of Portola and the California Department of Resources, Recycling and Recovery (CalRecycle).

WHEREAS, Public Resources Code, sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, post-closure maintenance and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for post-closure maintenance and corrective action costs of a solid waste landfill; and

WHEREAS, the City of Portola operates Portola Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 32-AA-0007, issued by the Plumas County Environmental Health Department, serving as Local Enforcement Agency (LEA) for CalRecycle; and

WHEREAS, the City of Portola is pledging revenues from the Solid Waste Services portion of City Utility Bills, as established by resolution by the Portola City Council for city water, sewer and solid waste services and

WHEREAS, the City of Portola has determined that projected net revenues from the Solid Waste Services portion of City Utility Bills during corrective action period shall, during each year of this period, be greater than the yearly corrective action costs contained in the most recent Cost Estimate for the Portola Landfill, which has been submitted to CalRecycle in accordance with sections 22100 – 22103 of the Regulations.

NOW THEREFORE, the City of Portola and CalRecycle do agree as follows:

1. The City of Portola hereby establishes a pledge of revenue to demonstrate financial responsibility for corrective action costs of Portola Landfill in accordance with sections 22228 and 22245 of the Regulations.
2. The City of Portola agrees to pledge net revenues from the Solid Waste Services portion of City Utility Bills as described herein.
3. The amount of the pledged revenue shall be equal to \$449,277 for the estimated length of the corrective action period, representing the most recent corrective action cost estimate for Portola Landfill. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate, which is mutually agreed to by the City of Portola and CalRecycle.

4. The City Manager is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.
5. If the City of Portola ceases at any time to retain control of its ability to allocate the pledged revenue as identified herein to pay corrective action costs, the City of Portola shall notify CalRecycle and the local enforcement agency and shall obtain alternate coverage within sixty (60) days after the control of funds lapses, pursuant to section 22245 of the Regulations.
6. In the event that CalRecycle, RWQCB or LEA staff determines that the City of Portola has failed, or is failing, to perform corrective actions as required by law, CalRecycle, RWQCB and/or LEA staff shall confer with the City of Portola and attempt to resolve the alleged violation. If no agreement is reached, the matter shall be presented to CalRecycle which shall give reasonable notice, hold a public hearing, and consider the testimony and documentation submitted by CalRecycle and/or LEA staff, the City of Portola, and any interested parties, prior to making a determination in the matter. In the event CalRecycle then determines that the City of Portola has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Treasurer to pay the City Manager from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle and RWQCB.

IN WITNESS HEREOF, the parties have executed this agreement on the date as set forth below.

By City this _____ day of _____, 2024

By CalRecycle this _____ day of _____, 2024

STATE OF CALIFORNIA
CalRecycle

CITY OF PORTOLA

By: _____
Authorized Officer of CalRecycle

By: _____
Susan Scarlett
Interim City Manager

APPROVED AS TO FORM
AND PROCEDURE:

ATTEST:

By: _____
Authorized Counsel of CalRecycle

By: _____
Jason Shaw
Deputy City Clerk

APPROVED AS TO FORM

AND PROCEDURE:

By: _____
Steven Gross
City Attorney

RESOLUTION NO. 2584

FINANCIAL ASSURANCE FOR CORRECTIVE ACTION OF PORTOLA LANDFILL

WHEREAS, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, post-closure maintenance, and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for financing post-closure maintenance and/or corrective action costs of a solid waste landfill.

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

1. The City of Portola operates Portola Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facility Permit No. 32-AA-0007, issued by the Plumas County Environmental Health Department, serving as Local Enforcement Agency (LEA) for the California Department of Resources, Recycling and Recovery (CalRecycle); and
2. The City of Portola shall establish a Pledge of Revenue to demonstrate financial responsibility for corrective action of Portola Landfill in accordance with sections 22228 and 22245 of the Regulations.
3. Disbursement of funds for corrective action shall be in accordance with the final corrective action plan, as approved by CalRecycle.
4. In the event the CalRecycle determines that the City of Portola has failed, or is failing, to perform corrective action, as required by law, CalRecycle may direct the Treasurer to pay to the City Manager from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle.
5. The City Manager is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

6. The number of current members of the City Council of the City of Portola who voted affirmatively when this resolution was adopted:

Ayes:

Noes:

Absent:

Not Voting:

Pat Morton
Mayor
City of Portola, State of California

ATTEST:

I, Jason Shaw, Deputy Clerk of the City Council of the City of Portola, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the City Council at a regular meeting held on June 26, 2024, and duly entered in the minutes of said City.

Jason Shaw
Deputy Clerk of the City Council

S E A L



MEETING DATE: June 26, 2024

FROM: Susan Scarlett

RE: Purchasing Policy Update and Resolution NO. 2585

BACKGROUND:

In 1978 Ordinance 172, (codified in Chapter 3.24 of the Portola Municipal Code) adopted Policies and Procedures for the Purchase of Supplies and Equipment as Exhibit A, the Operational Procedures for Purchasing Materials, Supplies and Equipment and Public Works Improvements pursuant to Government Code Section 54203.

In 1998 Ordinance 275 re-stated Chapter 3.24 of the Municipal Code to allow changes to the Policies and Procedures to be changed by resolution but no changes were made to the policy at that time.

This Policy revision is being made to update the Purchasing policy to current limits. The dollar limits in the policy had not been updated in 46 years.

EXECUTIVE SUMMARY:

In researching the purchasing limits of other Cities it was found that the City of Portola's limits were well below those of other places. If you consider the inflation rates over the last 50 years you will see that the overall price increase is 903.96 %. What was \$100 would now be \$1,000.

The changes being made include

- Changing the term City Administrator to City Manager
- Deleting references to purchase orders except where required by a vendor
- Increasing the limit up to \$30,000 before having to go out to bid and within that limit allowing items under \$10,000 to be purchased without the need for multiple quotes and items \$10,000 up to \$30,000 to purchased using three quotes unless sole source is determined.

The limit for Public Works projects stays the same as it is governed by California law.

RECOMMENDATION:

Staff recommends adopting Resolution NO. 2585 adopting the updated Policies and Procedures for the Purchase of Supplies and Equipment as Exhibit A, the Operational

FISCAL IMPACT:

Possible saving on staff time due to increase bid limit dollar amount

ATTACHMENTS:

- A. CITY OF PORTOLA PURCHASING POLICY
- B. RESOLUTION PURCHASING POLICY UPDATE

EXHIBIT A

OPERATIONAL PROCEDURES FOR PURCHASING MATERIALS, SUPPLIES, PARTS, & EQUIPMENT AND PUBLIC WORKS IMPROVEMENTS

PURPOSE

Purpose. These operational procedures are established pursuant to the Purchasing Policies adopted by the City Council and California Government Code section 54203. They govern the manner in which the City of Portola procures the materials, supplies, services, equipment, public works and improvements necessary for a fully functioning municipal government. In the event of any conflict with state statutes, grant requirements and/or other laws, codes, rules and regulations and these procedures, the former shall control. These guidelines are authorized by Ordinance No. 172, 1978 and Ordinance No. 275, 1998.

These guidelines are to protect and advance the public interest by providing for fair and equitable treatment of all persons involved in the purchasing process, by maximizing the value of public funds and by providing safeguards for maintaining a purchasing system of quality and integrity.

OBJECTIVES

- (a) To ensure the fair and equitable treatment of all persons who deal with the procurement system of the City.
- (b) To buy the right material of the right quality and in a proper quantity at the right time from the proper source.
- (c) To reduce the overhead cost of buying by reducing the volume and streamlining the flow of paperwork.
- (d) To seek values that offers the best combination of price, quality and service.
- (e) To seek purchasing savings by consolidating intra-departmental and inter-departmental requirements and making volume purchases when cost effective.

DEFINITIONS

As used in this document, unless the context requires otherwise:

"Addendum" means something added and/or supplemented. An addendum is usually used when a Request for Bid requires clarification to the original published document.

"Alternate" An offer to provide goods and/or services which deviate with respect to features, performance or use from the goods and/or services specified as standard whether or not such deviation constitutes an improvement.

EXHIBIT A

"Amendment" means correction and/or alteration. An amendment is usually used to extend the term of a contract.

"Bid" means an offer to provide goods and/or services to the City in response to a formal solicitation.

"Council" means the City Council of the City of Portola.

"Change Order" means a written order authorizing a change in either plans, specifications, or quantities within the scope of the original contract.

"Competitive bidding" means the issuing of invitations to bid which follows the formal process for advertising, bid and bid opening required by State Statute.

"City means the City of Portola, a California Municipal Corporation.

"Craft, multiple" means the use of more than one trade or craft in the completion of a project, i.e., electrical, plumbing, carpentry.

"Craft, single" means the use of only one trade or craft in the completion of a project.

"Design-Build" means contracts are single contracts, which provide for both the design and the construction of a project. The contractor, or a joint venture between a contractor and an architect or designer, is responsible for designing the project and then building it. The advantages are assumed to be a single point of responsibility to whom the City can look (the designer and builder cannot blame each other for ultimate defects) and possibly lower overall costs. While some cities have used this type of contract, there is no legal authority, which would permit its use when the city is subject to the requirements its public works projects be awarded to the lowest responsible bidder. Since no two contractors would propose the exact same building, it is impossible to determine which is offering the lowest price.

"Emergency Purchase" means a purchase made in response to unforeseen circumstances beyond the control of the City when there exists a threat to public health, welfare, or safety or where the City may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures. Competitive bidding may be waived if the legislative body make a finding by a four-fifths vote that an emergency exists. (California Public Contract Code 20168)

"Equal" An offer to provide goods and/or services, which equal or exceed the quality, performance and use of the goods and/or services specified as standard.

"Force account" means the use of the City's employees to complete a project.

"Prevailing Wage" (a.k.a. per diem wages) per Labor Code 1770, the California Supervisor of Industrial Relations has specified the general prevailing wage rates for all public projects in California.

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"Professional Services Agreement means an agreement for services where the work provided is mental in nature, as opposed to physical labor. The product is generally not tangible, i.e., legal services, consulting services.

"Public Project" is defined for bidding purposes as: (1) the erection, improvement, painting, or repair of public buildings and works; (2) work in streams, bays, etc., (3) street or sewer work EXCEPT maintenance or repair; (4) furnishing supplies or materials for any such project, including maintenance or repairs of streets or sewers.

"Recyclable Product" means a product which is manufactured of materials that can be recycled into a different product, i.e., aluminum, paper, glass.

"Recycled Product" means a product, which is made of materials, which have been recycled from a previous use.

"Request for Bid" (RFB) means the solicitation of competitive offers in which specification, price and delivery, (or project completion) will be the predominant award criteria.

"Request for Proposal" (RFP) means the solicitation of competitive proposals, or offers, to be used as a basis for making an acquisition, or entering into a contract when specification and price will not necessarily be the predominant award criteria. Also includes as preliminary phases of an RFP process, the "Request for Qualifications" (RFQual) and "Letter of Intent" (LOI) processes.

"Request for Qualifications" (RFQual) means the solicitation of statements of qualifications and performance data from architects, engineers, architectural landscaping and consulting professional firms. This process is used in conjunction with firms performing professional services for the City.

"Request for Quote" (RFQ) means the solicitation of competitive quotations to be used as a basis for making an acquisition, or entering into a contract when the total value of the acquisition is estimated to be between \$10,000 and \$30,000, including freight.

"Responsible" means the ability, capacity and skill of the contractor to perform the contract or provide the service requested; the character, integrity, judgement, reputation, experience and efficiency of the contractor, the quality of past performance on similar contracts, whether performance can meet the time specifications, and such other information having a bearing on the decision to award a contract.

"Responsive" means conforming in all material respects to the specifications and instructions.

GENERAL

The City is committed to a program of purchasing competitively and wisely. Departments shall not divide purchases or public projects to circumvent the purchasing procedures. In addition, no department or

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employee shall draft specifications in such a manner as to limit the bidding directly or indirectly to any one specific concern, or any specific brand, product, thing or service. You may, however, draft your specifications so competitors may meet those specifications as an "approved equal" or "alternate". It is an objective of the City to require such competition be obtained from responsible vendors and the materials bought through such competition be properly suited to the job intended, both as to price and quality.

The City Manager shall administer the purchasing system. Each departmental supervisor is responsible to assure there is proper budget approval and available (unencumbered) funds prior to submitting (or approving within their budgetary authority) for any purchase using City funds.

Except as otherwise provided for in these guidelines or by law, contracts and purchases in the amount of \$30,000 or more will be made by sealed bid procedure. (See 2.0)

For purchases between \$10,000 and \$30,000, the City may request informal quotations in lieu of the more expensive formalized bidding process.

The City is authorized to make purchases from other public agencies without seeking competitive bids and may use Joint Powers of Agreements, Cooperative Purchasing programs, Pooling Agreements and other recognized types of agreements used by government agencies to combine agency requirements for purchases. The prices paid must, however, be competitive with comparable products offered in the marketplace. (See 6.0)

1.0 SMALL PURCHASE PROCEDURES

1.1 GENERAL. Any purchase of materials, supplies, parts and equipment which will not exceed \$30,000 may be procured by following the procedures detailed in this section. A purchase will not be split and/or broken into segments to avoid any provisions contained herein.

1.2 PURCHASE ORDER. Purchase orders are not required unless required by a vendor.

1.3 SOLICITATION

1.3.1 Under \$10,000. Items which will not exceed \$10,000 (including freight, excluding tax) per procurement may be purchased by departments, without the need to solicit multiple quotes. Although multiple quotes are not required it is recommended that staff solicit quotes as time allows to make the most efficient use of public funds.

Solicitation may be conducted using either phone quotes, fax quotes, or written mailed quotes. When a purchase is for complicated items or for a service, use the formal Request for Proposal. This process allows the supplier to propose how the buyer's needs will be met.

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1.3.2 Between \$10,000 and \$30,000. Departments are to submit written or oral quotations and shall solicit no less than three businesses. These quotations shall be recorded for purchases of materials, supplies, services and equipment between \$10,000 and \$30,000, unless procurement is determined to be sole source or three businesses are unavailable. Any request by a department that a procurement be restricted to one potential contractor or supplier shall be justified in writing (See 3.0) The same solicitation methods as described above in 1.3.1 may be used for this expenditure level as well.

The City Manager or his/her designee will make a determination whether or not to award the purchase to such vendor as he/she determines to have submitted the lowest responsive, responsible quote.

1.3.3 Awards to Other than Vendor Submitting Lowest Quote. When the award for a small purchase is not given to the vendor submitting the lowest quote, a statement of the reasons for placing the order elsewhere will be prepared at the department site responsible for soliciting quotes.

1.3.4 Rejection of Quotes. The City Manager or designee, has the authority to reject all quotes or parts thereof, with regard to small purchases of any materials, supplies, services or equipment when he/she determines the public interest will be served thereby, and upon concurrence with department supervisor. The reason for rejection of such quotes will be included in the records of the transaction.

2.0 COMPETITIVE BIDDING PROCEDURES

2.1 GENERAL. Any materials, supplies, and equipment (not including professional services or public work and improvements - see 4.0 and 5.0) where the cost thereof exceeds \$30,000 (including freight, excluding tax) may be procured by sealed written bid and written contract with the lowest responsive bidder. A purchase will not be split and/or broken into segments to avoid any provisions herein. Competitive bidding may be waived if the City Council make a finding by a four-fifths vote that an emergency exists. (California Public Contract Code 20168)

Alternatives. (1) State Contracts, Interlocal Purchasing Agreements, and Cooperative Purchasing Agreements may be used for the purchase of materials, supplies, services, and equipment where the cost exceeds \$30,000 without further bidding required. (2) Whenever economically feasible, desirable and in the best interest of the City, used vehicles and used equipment may be purchased by the City under the direction of the City Manager.

2.2 SOLICITATION OF BIDS

2.2.1 Requests for Bids ("RFBs"). The City Manager or designee will ensure that adequate requests for bids ("RFBs") are prepared which clearly define the item, project or service needed in order for bidders to properly respond to the invitation. Such RFBs shall be on file with the City, open to public inspection, and shall include:

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(a) A complete statement of work to be performed, including drawings and specifications, where appropriate, and the required completion schedule;

(b) The terms and conditions of the contract to be awarded;

(c) A clear explanation of the method of bidding and the method of evaluation of bid prices, and the basis and method for award of the contract;

(d) A statement of the responsibility or other criteria which will be employed in excluding bidders;

(e) Any solicitation statements required by state or federal grant agencies; and

(f) Any other provisions, procedures or statements, including equal employment opportunity, required or deemed necessary by the City Manager or designee or under applicable City policies and state federal laws and regulations.

2.2.2 Public Notice. (California Public Contract Code Section 20164) The City Manager or designee will ensure adequate public notice to be given by publication of a solicitation at least ten (10) working days prior to the date of bid opening. Such notice shall be published at least twice in a newspaper of general circulation, printed and published in the City, or if there is none, it shall be posted in at least three public places in the City designated for posting public notices. The public notice will include the date and time of bid opening. In addition, copies of the RFB should be available at the City and to contractor associations/plan centers as the City Manager or designee deems appropriate.

2.2.3 Bidding Time. RFBs shall allow sufficient time to permit prospective bidders to prepare and submit bids, provided that the minimum bidding time shall be fourteen (14) days from the date of first publication to the date of bid submission, unless another timeline is deemed necessary by the City Manager or designee.

2.2.4 Amendment of RFB. If, after the issuance of an RFB but before the set for submitting bids, it is necessary to amend any part of the RFB (including drawings and specifications), such amendments or addenda should be sent, by Certified Mail, to each firm to whom an RFB has been furnished and to each public place and other locations maintaining the RFB, in sufficient time to permit all prospective bidders to consider such information in submitting or modifying their bids.

In addition, any information given to a prospective bidder concerning an RFB must be furnished promptly to all other prospective bidders, as an amendment or addendum to the RFB, if such information is necessary to bidders in submitting bids or if the lack of information would be prejudicial to uninformed bidders.

2.2.5 Bid Submittal. The RFB will provide that the City must receive bids no later than the exact time and date set forth in the RFB, including any amendments or addenda, in order to be considered responsive to the RFB. All bids shall be sent to the attention of the

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City Clerk, shall be date stamped and time indicated on the front of the unopened bid submittal. Any bids received after the stated bid submittal time will not be considered responsive to the RFB, and will be returned to the bidder, unopened by the City Clerk.

2.2.6 Bid Correction or Withdrawal: Cancellation of Awards. The RFB will provide that bids may be modified or withdrawn by written notice received in the office designated in the RFB not later than the exact time set for submitting bids. A bid may be withdrawn prior to the exact time set for bid submittal in person by a bidder or his authorized representative, provided that his/her identity is made known and he/she signs a receipt for the bid. Any modifications or request for withdrawal of bids received after the stated bid submittal time shall not be considered. Once a bid opened, the bidder may not thereafter change the bid. (California Public Contract Code 5101) Clerical errors in listing subcontractors may be corrected if the proper procedure is followed (California Public Contract Code 4107.5) All decisions to permit the correction or withdrawal of bids after bid opening or to cancel awards or contracts based on bid mistakes will be made by the City Manager. (California Public Code 5101(a))

2.2.7 Bid Security. The RFB will set forth the requirements that bids be accompanied by security; a bid bond, cashiers or certified check payable to the order of the City of at least ten (10%) percent of the amount of the bid amount to guarantee the bid. The RFB shall also provide the circumstances under which such bond or check would be forfeited or returned to the bidder. (See California Public Contract Code 20170-201740)

2.2.8 Bid Responsiveness. To be considered for award, a bid must comply in all material respects with the essential requirements of the RFB both as to the method and timeliness of submittal and as to the substance of the resulting contract. Bids will be completed, signed and submitted in accordance with the instructions contained in the RFB. In order to assure uniformity, bidders will use only the bid forms provided by the City, these bid forms may be color-coded to ensure all bidders have the latest plans and specifications.

2.2.9 Bid Solicitation Records. For each RFB issued by the City, the City Manager or designee shall retain a record which should include: a copy of the RFB; an affidavit of publication; copies of any addenda to the RFB; the names and addresses of all prospective bidders to whom the RFB was distributed and the date thereof, and any other information prepared or received during the bidding time relevant to the solicitation procedures. This record shall be available for public inspection and should be available for review by staff at the time of subsequent RFBs for the same or similar items.

2.3 OPENING OF BIDS

2.3.1 Bid Opening. At the place, date and time set forth in the RFB, including any amendments or addenda, all bids received in accordance with the bid submittal requirements in the RFB, including, equal opportunity policies, will be publicly opened and read aloud by the City Manager or designee to those persons present. Any bids received after the time and date set forth in the RFB, will be returned, unopened, to the bidder. The original of each bid will be carefully

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safeguarded until a record of the bids has been made and its accuracy verified by the City Manager or designee.

2.3.2 Bid Record. After the bid opening, the following information will be entered in a record: the contract number and/or title; the bid opening date; a general description of the services requested; names of bidders; prices bid; and any other information relevant to bid submittal and opening. Such record shall be completed as soon as practical after bid opening and shall be verified as accurate by the City Manager or designee. In the event a bid opening is canceled, this fact should also be recorded, together with a statement of the number of firms invited to bid and the number of bids received.

2.4 EVALUATION OF BIDS

2.4.1 Responsive Bid. A responsive bid is a bid that conforms in all material respects to the RFB. Any bid which fails to conform in all material respects to essential requirements of the RFB, imposes conditions which would modify requirements of the RFB, or would limit a bidder's liability to the City, as determined by the City Manager or designee, shall be considered non-responsive.

2.4.2 Responsible Bidder' In addition to price, the following elements will be given consideration by the City Manager or designee in determining whether a bidder is a responsible bidder:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (c) Whether the bidder can perform the contract within the time specified;
- (d) The quality of performance by the bidder on previous and similar contracts;
- (e) Previous and existing compliance by the bidder with laws relating to the contract or services; and,
- (f) Such other information as may be secured having a bearing on the decision to award the contract.

Bidders may be requested to furnish to the City Manager or designee acceptable evidence of the bidder's ability to perform, such as firm commitments by subcontractors, equipment, supplies and facilities, and to show his/her ability to obtain the necessary personnel.

2.4.3 Reasonable Bid Price. The City Manager or designee will review the bid prices offered to determine whether they are reasonable. Determination in such case should be made in light of all prevailing circumstances and upon analysis of costs and prices.

2.4.4 Record of Evaluation. The City Manager or designee will ensure that records of bid and bidder evaluation are maintained. If the City Manager or designee determines that a bid price is unreasonable, that a

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bidder is not responsible or that a bid is non-responsive, the originals of such bids and all written findings related thereto will be preserved with the records of such procurement.

2.5 REJECTION OF BIDS

2.5.1 Rejection of Individual Bids. Based on the evaluation of bids, the City Manager or designee may recommend that an individual bid be rejected after obtaining the advice of the City Attorney. After a final decision, the City Manager or designee will inform the bidder in writing of the reasons for such recommendation.

2.5.2 Rejection of All Bids. Based on the evaluation of bids, the City Manager or designee may recommend that all bids be rejected after obtaining the advice of the City Attorney. After a final decision, the City Manager or designee will inform the bidders in writing of the reasons for such recommendation. The City Council may determine to reject any or all bids. If all bids are rejected or the invitation for bids is cancelled, the City Council may direct the City Manager or designee to initiate another competitive bidding procurement, or to enter into negotiation of a contract, without any further call.

2.5.3 Records of Rejection. The City Manager or designee will ensure that documentation relevant to a recommendation to reject any or all bids is maintained in the record of the procurement.

2.6 AWARD OF CONTRACT

2.6.1 Award/Award Recommendation. The City Council makes the determination on the award of all competitively bid or negotiated contracts in excess of \$30,000 for material, supplies, & parts & equipment.

2.6.2 Award Basis. The City Council may award the bid to the lowest responsible bidder as determined under the standards set forth in California Public Contract Code 20162, or may reject all bids in its discretion. The "lowest responsible" bidder is the low bidder who also possesses the quality, fitness and capacity to satisfactorily perform the proposed work.

2.6.3 The City Manager or designee and/or department supervisor will present a recommendation for award within the time for acceptance specified in the RFB. Should any situation after bid opening threaten to delay an award beyond the time for acceptance specified in the RFB, bidders may be requested, in writing, before expiration of their bids, to extend the bid acceptance period (with the consent of the sureties, if necessary) to avoid the need for re-advertisement of the RFB.

2.6.4 Notification of Bidders. The City Clerk will promptly notify all bidders of the bid opening results, and the recommendation for award.

2.7 COMPLETION OF COMPETITIVE BIDDING PROCESS

2.7.1 Council Approval. The originating department initiates the appropriate contract for the successful bidder. The contract must be forwarded to the City Manager for inclusion on the City Council Consent Agenda for final approval. After Council approval, the contract

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document is signed by the successful bidder and the City Manager. The City Clerk assigns a contract number and forwards a copy of the fully executed contract to the successful bidder and retains the original according the City's retention records procedures.

2.7.2 Contract Documents The City Manager or designee initiates the contract documents. The contract documents along with a copy of the contract is sent to the initiating department. The initiating department is responsible for gathering all documents pertinent to the contract, prior to issuing a notice to proceed. The necessary documents may include Performance and Payment Bonds, Certificate of Insurance, Intent to Pay Prevailing Wage, Retainage Certification, and any other documents required in the RFB. Once the initiating department has received all documents, the Notice to Proceed may be issued to the contractor.

3.0 SOLE SOURCE PROCUREMENT

3.1 GENERAL. A contract may be awarded for materials, supplies, parts, and equipment without competition when the City Manager or designee determines, in writing, based on justification provided by the requesting department, that there is only one source for the required materials, supplies, parts and equipment.

3.2 CONDITIONS FOR USE OF SOLE SOURCE PROCUREMENT. Sole source procurement is not permissible unless the goods are available from only a single supplier able to meet the City's requirements. A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder for that item. The following are examples of circumstances that could necessitate sole source procurement:

- (a) Spare parts or replacement parts for existing equipment where only proprietary items can be acquired only from one manufacturer or from a single distributor.
- (b) Routine expenses such as utilities charges, claims and judgments, witness fees, governmental taxes and governmental fees for licenses and permits may be acquired, ordered or paid in the best interest of the City within budget appropriation or City Council authorization.
- (c) Where compatibility of equipment, or accessories is the paramount consideration.
- (d) Where a sole supplier's item is needed for trial and/or testing.

The determination as to whether procurement will be made as a sole source will be made by the City Manager or designee. Any request by a department that procurement be restricted to one potential contractor or supplier shall be justified in writing. This explanation should justify why no other supplier will be suitable or acceptable in meeting the need.

3.3 NEGOTIATION IN SOLE SOURCE. The City Manager or designee will conduct negotiations, as appropriate, as to price, terms, and delivery time.

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3.4 AWARD OF CONTRACT. Sole Source purchases, except routine expenses, [see 3.2(b)] in excess of \$30,000 will require City Council authorization.

4.0 PROFESSIONAL SERVICE CONTRACTS

4.1 ARCHITECTS AND ENGINEERS. Departments may solicit qualifications using a Request for Qualification (RFQ). The selection of architectural, landscape architectural, engineering, environmental, (and surveying or construction project management contractors) must be "on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. (California Government Code 4525-4526) Therefore, price and demonstrated competence must be included in the selection process.

4.2 CONSULTANTS AND LEGAL DEFENSE. Departments may solicit qualifications using a Request for Qualification (RFQ), or have the option of negotiating a fee for consulting or legal defense work. Professional Services Agreements shall be initiated by the contracting department, and routed to the City Manager for approval. Once the approved contract has been signed and the Clerk's Office assigns a contract number, the City Manager or designee will initiate a contract. As work is performed, accepted and invoiced, contracting department staff will approve each invoice for payment against the contract.

5.0 PUBLIC WORKS AND IMPROVEMENTS

5.1 GENERAL. Competitive bidding for public works contracts for public projects over \$5,000 is required for general law cities. (California Public Contract Code 20688.2) A project may not be split into smaller portions to avoid the competitive bidding requirement. (California Public Contract Code 20163)

5.2 PUBLIC PROJECT. Public Projects is defined for bidding purposes as: (1) the erection, improvement, painting, or repair of public buildings and works; (2) work in streams, bays, etc., (3) street or sewer work EXCEPT maintenance or repair; (4) furnishing supplies or materials for any such project, including maintenance or repairs of streets or sewers. State labor law requires payment of prevailing wages to public works performed under contract; it does not apply to work performed by a public entity with its own forces.

5.3 NOTICE INVITING BIDS. The notice inviting bids must set a date for opening of the bids. The Request for Bids must specify the type of the contractor's license required in both the plans and the invitation for bids California Public Contract Code 3300)

5.4 PUBLIC WORKS OR IMPROVEMENTS ESTIMATED COST GREATER THAN \$5,000. All public works or improvements, the estimated cost of which is greater than \$5,000 will be provided using the procedures for competitive bidding of materials, supplies and equipment as set forth in Section 2.0 of these procedures except as indicated below:

5.5 BIDDER'S SECURITY: FAILURE TO PERFORM. When deemed necessary, bidders' security may be required and prescribed in public notices

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inviting bids for public project contract. Bidders shall be entitled to the return of the security, unless the successful bidder forfeits the bid security by refusal or failure to execute a contract within ten (10) calendar days after the notice of award of the contract has been mailed, unless the City is responsible for the delay as determined by the City Manager.

5.6 PERFORMANCE BOND. The City shall have authority at any time to require a performance bond in an amount determined necessary by the City Manager in order to protect the interests of the City.

5.7 RETAINAGE. All public work projects in excess of \$5,000 shall have a retainage of at least five (5) percent of the contract price. (California Contract Code 9203) Within 60 days after the date of completion of the project, the retained funds must be released to the contractor.

5.8 SECURITIES IN LIEU OF RETAINAGE. The contractor may elect to substitute securities in place of retained funds held by the City. (California Public Contract Code 22300)

6.0 COOPERATIVE PURCHASING

6.1 GENERAL. The City Manager or designee may recommend joining in cooperative purchasing arrangements with other public agencies similarly authorized, when the best interests of the City would be served thereby. Any cooperative purchasing agreement will set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties and shall be governed by the requirements of state law in regard to cooperative bidding when applicable.

6.2 USE OF EXISTING CONTRACTS OR SOLICITATIONS. The City Manager or designee may use existing contracts or proposed solicitations of other local, state or federal agencies to procure materials, supplies, parts and equipment for the City if such method of procurement would foster economy and efficiency and as permitted by law.

6.3 AWARD. The City Council shall consider and/or approve all such agreements.

7.0 LEASES

7.1 GENERAL. The department supervisor may negotiate lease agreements for materials, supplies, parts and equipment when he/she determines that outright purchase is not the preferred alternative. All lease agreements shall comply with City financial policies and any applicable state law.

7.2 DOCUMENTATION. The Department Supervisor will prepare documentation supporting the decision to lease rather than purchase and this decision shall be approved by the City Manager.

7.3 AWARD. All proposals for leases in excess of \$5,000 or for more than three (3) years in duration, regardless of dollar amount, will be presented to the City Council for consideration and/or approval.

8.0 CONTRACT ADMINISTRATION AND CLOSE OUT

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8.1 CONTRACT The City Manager or designee shall be responsible for initiating the contract. upon receipt of a final, approved contract from City Clerk's Office. After a contract is established, a copy of the contract will be sent to the contracting department. It is the department's responsibility to forward a copy of the fully executed contract to the vendor.

8.2 CONTRACTOR PERFORMANCE. Contracting department supervisor shall ensure that appropriate staff are familiar with all requirements contained in the contract and that staff review and monitor performance by the contractor to assure that the work is accomplished in accordance with those requirements.

8.3 PROGRESS REPORTS. The contracting department supervisor shall prepare periodic progress reports for significant or major procurement transactions. Such reports may be based on monthly reports prepared by contractors and should provide information such as contract amount, payments to date, work completed to date, change order or modification amounts, completion date and the reasons for any performance delays.

8.4 PAYMENTS. The contracting department supervisor shall ensure that payments accurately reflect actual performance by contractors and do not exceed the maximum contract amount. Requests for progress payments by contractors should include a clause by which the contractor certifies that he or she has actually incurred costs in the amount of the request and that payment is due. Department staff shall authorize payment on each invoice after services are satisfactorily received. Each payment shall then be processed against the original contract purchase order.

8.5 CONTRACT MODIFICATIONS OR CHANGE ORDERS. Contracting department supervisor may initiate contract modifications or change orders within amounts approved by the City Manager, City Council, or other authorization. The department supervisor shall require that a sole source justification and a detailed breakdown of costs and pricing data are prepared for such modifications and change orders exceeding \$5,000. If necessary, such modifications and change orders shall have prior concurrence by the appropriate state or federal grant agency. All such change orders or modifications, if increasing the compensation to the contractor, shall be added to the original contract purchase order, by the City Manager or designee.

8.6 ACCEPTANCE OF WORK DOCUMENTATION. Upon satisfactory completion of performance by the contractor, the department supervisor shall have the appropriate documentation prepared for contract close out. The contracting department must coordinate close out with the City Manager or designee, to verify that all closing documentation has been received.

8.7 POST-PROCUREMENT CRITIQUE. A post-procurement critique of contractor performance and City actions related to the contract should be conducted for major contracts. Such report should be maintained with the record of such procurement and may be reviewed if the contractor subsequently bids or proposes on another City project.

9.0 PROCUREMENT RECORDS

EXHIBIT A

9.1 GENERAL. The City Manager or designee and/or the City Clerk shall ensure that records detailing the history of City procurement are maintained in compliance with applicable state law and state or federal grant agency requirements. In order to establish an audit trail that reflects the judgments and conclusions for each procurement, such records should include, at a minimum, information pertinent to the following topics: The method of procurement; the selection of the contract type; contractor selection or rejection; the basis for the cost or price; bidder or other correspondence, complaints and other comments and observations with a clear statement of the action taken; and, other supporting records.

9.2 ACCESS TO RECORDS. The City's procurement records shall be available to the public in accordance with applicable public disclosure law.

9.3 CONTRACTOR RECORDS. The City Manager or designee shall ensure that contractors are required by contract to maintain books, records, documents and other evidence directly pertinent to performance under contracts. Contractors shall be required to maintain such records for three years after final payment is made or after final resolution of any dispute, claim or litigation involving performance under a particular contract. Contractors shall be required by contract to provide access to such records to the City and, as necessary, to state and federal grant agencies, the U.S. Comptroller General or any of their authorized representatives.

RESOLUTION NO. 2585

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AMENDING THE PURCHASING POLICY AND ADOPTING THE AMENDED
PURCHASING POLICY**

WHEREAS, the Portola City Council adopted Ordinance No. 172 December 4, 1978, An Ordinance of the City of Portola, County of Plumas, (codified in Chapter 3.24 of the Portola Municipal Code) adopting Policies and Procedures for the Purchase of Supplies and Equipment as Exhibit A, The Operational Procedures for Purchasing Materials, Supplies and Equipment and Public Works Improvements pursuant to Government Code Section 54203; and

WHEREAS, the Portola City Council on April 22, 1998 Adopted Ordinance No. 275 Restating Chapter 3.24 of the Portola Municipal Code, which re-adopted but did not update the Policies and Procedures for the Purchase of Supplies and Equipment as Exhibit A, The Operational Procedures for Purchasing Materials, Supplies and Equipment and Public Works Improvements pursuant to Government Code Section 54203 and authorized the City to change the Policies and Procedures by resolution; and

WHEREAS, the Portola City Council desires to update the Purchasing Policy Exhibit A which has not been updated since 1978.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Portola that the amended Operational Procedures for Purchasing Materials, Supplies and Equipment and Public Works Improvements Policy also known as the Purchasing Policy is attached hereto as Exhibit “A”, and incorporated herein, is hereby adopted and shall take effect as of June 26, 2024.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2024 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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 of the City of

Portola at a regular meeting thereof held on June 26,2024.

Jason Shaw, Deputy City Clerk



MEETING DATE: June 26, 2024

FROM: Susan Scarlett

RE: City of Portola and Beckwourth Peak Fire Protection District Asset Transfer Agreement

EXECUTIVE SUMMARY:

With the formation of the Beckwourth Peak Fire Protection District, the City will be transferring personal and real property to the District. The attached draft sets forth the assets to be transferred. Staff has been working on the title transfers for vehicles, the information on deeds for the Fire stations and coordinating the transition with the District.

There are two changes to the agreement that will be made but are not in this draft. The first is to give 14 days instead of 3 from the Effective date for the grant deeds to be executed. The other change is to indicate that the vacant property be conveyed to the District by Quit claim deed.

RECOMMENDATION:

Approve the agreement with an Effective Date of June 30, 2024 and with the pending changes described.

ATTACHMENTS:

- A. BPPFD DRAFT ASSET TRANSFER AGREEMENT FINAL

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this “Agreement”) is entered into as of _____, 2024 (the “Effective Date”), by and between the City of Portola (“City”) and the Beckwourth Peak Fire Protection District (“BPFPD” or “District”). City and District may be referred to as “Party” or the “Parties” in this Agreement.

Recitals

WHEREAS, the City, on February 22, 2023, adopted a resolution requesting Plumas Local Agency Formation Commission (“LAFCo”) initiate proceedings to form the BPFPD, pursuant to the Fire Protection District Law of 1987 (California Health and Safety Code Section 13800-13970) and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.); and

WHEREAS, a joint application was filed with the Executive Officer of Plumas LAFCo by the City, Beckwourth Fire Protection District (BFD), Sierra Valley Fire Protection District (SVFPD), and Gold Mountain Community Services District (GMCSD), proposing the formation of BPFPD such that the entirety of the eastern region of Plumas County would be included within the boundaries of the newly formed district, including all of Portola, the entirety of BFD and GMCSD, and a majority of the territory within SVFPD, which would result in subsequent dissolution of BFD and SVFPD, the divestiture of fire protection and emergency medical services by Portola and GMCSD, and identifying BPFPD as the successor agency for all four applicants; and

WHEREAS, the applicants jointly conducted a feasibility study and developed a Plan for Service that set forth the terms of the reorganization and transfer of service, including transfer of assets, property, personnel and equipment; and

WHEREAS, the applicants each adopted initiating resolutions, including terms and conditions as stated in the initiating resolutions, all of which documents are by this reference incorporated herein:

- Resolution 2543 adopted February 22, 2023, by the City of Portola City Council;
- Resolution 2203.01 adopted March 15, 2023, by the Beckwourth Fire Protection District;
- Resolution 2022-23-004 adopted February 17, 2023, by the Gold Mountain Community Services District;

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- Resolution 2023-02 adopted March 14, 2023, by the Sierra Valley Fire Protection District; and
- Feasibility Study and Plan for Services developed by the Local Emergency Services Study Group (LESSG).

WHEREAS, on June 12, 2023, Plumas LAFCo adopted the BPPFD Formation and Reorganization of Portola, BFD, GMCSD, and SVFPD (Resolution 2023-0004), subject to terms and conditions, including the transfer of property, revenues, expenses, assets, and fund balances; and

WHEREAS, the City dedicated real and personal property assets to be accepted by the BPPFD “as-is” with all leases or other liabilities attached thereto.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do agree as follows:

1. **Real and Personal Property.** In consideration of the terms and conditions of this Agreement, including recognizing that the District is providing services to City residents, the City shall convey to BPPFD the real and personal property, further described in the Asset Transfer Schedule attached hereto as **Exhibit A** (“Dedicated Property”) without any additional charge or fee.
2. **Term.** The Agreement shall commence upon the Effective Date and shall terminate upon the transfer of all Dedicated Property as set forth in this Agreement.
3. **Contingencies to Conveyance.** City’s obligation(s) to convey the Dedicated Property and the District’s obligation(s) to accept and take ownership of the Dedicated Property are contingent upon the prior satisfaction of each and all of the following conditions and contingencies (collectively the “Contingencies”). These Contingencies are intended for the mutual benefit of both the City and the District, and neither party shall have any obligations to the other under this Agreement unless and until each Contingency is satisfied and/or mutually waived by both of the Parties. The Contingencies to City’s obligation to convey and transfer the Dedicated Property to the District include all of the following:
 - (a) Satisfaction of any lawful conditions precedent to such approval.
4. **Limited Representations and Warranties Pledged.** City pledges the following representations and warranties to the District, and no other:

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(a) City of Portola is a California municipal corporation formed in the State of California and is in good standing under the laws thereof.

(b) City of Portola holds title to the Dedicated Property free and clear of all liens and encumbrances except those which may be the subject of a federal, state, or local grant agreement and are disclosed to District as set forth below.

5. **Due Diligence.** All Parties to this Agreement agree to immediately commence all reasonable actions or undertakings necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the term of this Agreement. Consistent with Sections 19 and 20, City shall provide the District with all necessary and available information, assistance, reports, maps, and funding agreements or restrictions regarding the Dedicated Property to allow each Party to meet the Contingencies in Section 2.
6. **Good Faith.** The City and District will cooperate with each other in good faith; will be timely, fair and act in accord with law and procedure; and will work towards a successful transition. The City shall execute any future documentation, if any should be required to transfer the Dedicated Property to District.
7. **Binding Effect.** The Parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors or assigns.
8. **Entire Agreement.** This Agreement, along with the additional deeds and conveyance instruments contemplated hereby, represent the entire Agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof. This Agreement may not be modified except by a written agreement signed by both City and District.
9. **Waiver.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.
10. **Captions and Headings.** The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits and recitals included and referred to in this Agreement are attached to it and incorporated in it by this reference.

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- 11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.
- 12. Governing Law.** This Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a state action, in the Superior Court of the State of California for the County of Plumas, or if a federal action, in the Eastern District of California of the United States District Court.
- 13. Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
- 14. Drafting of Agreement.** City and District acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both Parties and no one party shall be construed as the draftsman.
- 15. Attorney's Fees.** If either Party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.
- 16. Survival.** The representations, warranties, obligations, and the remedies for breach of obligations in this Agreement shall survive the expiration or termination of this Agreement.
- 17. Time of the Essence.** Time is of the essence in this Agreement.
- 18. Notices.** All notices to be given under this Agreement shall be in writing and sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or (2) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by fax machine or other similar means, provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

CITY:

City of Portola

Attention: City Manager

P. O. Box 1225

Portola, CA 96122

DISTRICT:

Beckwourth Peak Fire Protection District

Attn: District Board Chair or Fire Chief

180 Main Street

Beckwourth, CA 96129

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

19. Review of Personal Property. Upon execution of this Agreement and for all items of personal property that are Dedicated Property, City shall:

- (a)
- (b) Deliver to District copies, of grant agreements, purchase records and receipts, contractor and vendor warranties, all other contracts, or other documents of material importance to the property or the operation of the property, and any other documents related to the property as requested by the District.
- (c) District shall have three (3) days after the Effective Date to take possession of the personal property. The District may request that City execute a bill of sale in substantially the form set forth in **Exhibit B** to document the transfer of such property to the District.

20. Review of Real Property. Upon execution of this Agreement and for all parcels of real property that are Dedicated Property, City shall:

- (a) Provide District with access to the Dedicated Property to inspect every parcel of real property.
- (b) Deliver to District copies, whenever available, of grant agreements, purchase records and receipts, surveys, tax bills, as-built mechanical, electrical, and structural plans and specifications, and applicable flood plain maps, to the extent available; contractor and vendor warranties, a copy of any notice of any statutory or code violation pertaining to the personal property received by City

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in the previous five (5) years and any documents pertaining to the resolution, evidence of satisfaction of all governmental requirements with respect to the use, operation, or transfer of the real property, including without limitation, building permits, information regarding any and all historic designations, certificates of occupancy, all other contracts or other documents of material importance to the real property or the operation of the real property, and any other documents related to the real property as requested by the District.

- (c) Within three (3) days of the Effective Date, City shall execute a grant deed in substantially the form set forth in **Exhibit C** to transfer such property to the District. The Parties understand and agree that the transfer of any real property shall be subject to a right of reversion in the event that District or its successor no longer provides fire protection and emergency medical services to the City or its successor. Such reversion shall be in substantially the form set forth in **Exhibit C**.

21. Representations and Covenants of District. District makes the following representations and covenants, each, and all of which shall survive any and all inquiries and investigations made by the City and shall survive the expiration of this Agreement.

- (a) District acknowledges and agrees that the Property is transferred and conveyed to, and accepted by District, in an "AS IS" condition with all faults, except that it will be transferred and conveyed to District free and clear of all liens and encumbrances except those that are expressly set forth in this Agreement. District acknowledges that it is accepting the Property on the basis of District's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and District assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.
- (c) It is expressly understood and agreed that following conveyance to District, the City shall have no obligation to share in the cost and expense of maintaining and operating the Dedicated Property, or any portion thereof, and that any such costs and expense shall be District's sole and exclusive responsibility.

22. Effect of Recitals. The Recitals shown above are considered true, are incorporated into this Agreement by this reference as though fully set forth and are binding on the Parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

CITY OF PORTOLA

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

By: _____
Name: _____
Title: _____

BECKWOURTH PEAK FIRE PROTECTION DISTRICT

By: _____
Name: _____
Title: _____

List of Exhibits:

Exhibit A -- Description/Schedule of Real and Personal Property

Exhibit B – Template Bill of Sale

Exhibit C – Template Grant Deed

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

[Attach exhibits]

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

EXHIBIT A Property Schedule

Real Property:

APN #	Address	Facility	Improvements
125-203-008	420 N. Gulling St.	North Side Station	yes
125-203-007	420 N. Gulling St.	Vacant land	no
126-074-003	316 First Avenue	South Side Station	yes

Personal Property:

Vehicles/Equipment

ID #	Vin #	Year/Make	Description
9322	1FVDCYBS3HZ71906	2008 Freightliner	Westates built, type 1 engine, light rescue, 1500 gpm 850 gal, 5 seats, 4 SCBA seats
9331	IXPBVMRXD251645	1976 Peterbuilt	3000 gall support tender, 2 seats
9372	3C7WRNEL0HG695638	2017 Dodge 5500	Type 6 Engine, BLS response, 300 gpm, 450 gal, 4 seats
9321	1FVDBSO1HJ21556	2001 Freightliner	Westates built, type 1 engine, light rescue, 1250 gpm, 750 gal, 5 seats, 3 SCBA seats
9352		2005 Ford Expedition	BLS response, 5 seats
Support 1	1FDSS34F31HA42485	Ford	Van body

Other Personal Property* – South Side Station

Miscellaneous Tools
Ground Monitors
Generators
Miscellaneous Hardware
Small Toolboxes with tools
Station Barbeque
Furniture
Office Desks & Chairs
Kitchen Appliances
Kitchen Cookware/Dishes/Utensils
Tables & Chairs
Televisions - 2

Other Personal Property* – North Side Station

Washer/Dryer
Hose Washer
Office Desk
Spare Hose – 1.5,” 3”, 4”
Generator

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*All remaining Fire Department sundry supplies, clothing, safety gear and equipment

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PROTECTION DISTRICT**

**EXHIBIT B
TEMPLATE BILL OF SALE**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, City of Portola, ("Seller"), does hereby sell, grant, transfer, convey, and deliver to the Beckwourth Peak Fire Protection District, ("Buyer"), all title, interest, and ownership to the following described personal property ("Personal Property") to wit:

TO HAVE AND TO HOLD the same unto the Buyer and Buyer's successors and assigns forever.

The Personal Property is being transferred to Buyer "AS IS" as more particularly set forth in that certain Asset Transfer Agreement between Seller and Buyer, dated _____.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by its duly authorized representative as of the date set forth below.

DATED: _____

CITY OF PORTOLA

By _____

Title _____

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

EXHIBIT C TEMPLATE GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

BECKWOURTH PEAK FIRE PROTECTION DISTRICT
180 Main Street
Beckwourth, CA 96129
ATTN: Fire Chief

**EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

Grant Deed

The undersigned Grantor(s) declare(s): Beckwourth Peak Fire Protection District is exempt from property taxes.
Documentary transfer tax is \$_____.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area ☐ City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in the City of _____
County of _____
State of California:

SEE ATTACHED EXHIBIT A (Property)

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This conveyance by Grantor is made pursuant to which Grantee has agreed that it shall use the Property to provide fire protection and emergency medical services to the residents of the City of Portola. Subject to the following procedure, Grantor shall have a right of reversion in the Property if Grantee or its successor no longer provides fire protection and emergency medical services to the residents of the City of Portola or its successor. In such event, Grantee shall provide prior written notice to Grantor, and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may retain ownership of the Property for any lawful use or dispose of it pursuant to applicable law.

Dated: _____, 20____ By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

Signature: _____ (seal)